

*"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*

### Special Meeting Notice

The Menominee County  
Parks and Recreation Committee  
Will meet on **Monday ~November 19, 2012**  
at **5:00 p.m. C.D.T.** at the **Stephenson Annex Building**, 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. Public Comment
- F. Business
  - a. Lease Program
  - b. Lease Rates/Camping Rates
  - c. Campground Rules
- G. Correspondence
- H. Any Other Items Members Wish to Present
- I. Public Comment
- J. Adjournment

*James Furlong – Chairperson*

*Charlie Meintz – Vice Chairperson*

*Jim Pearson*

*Bernie Lang*

*Mark Jasper*

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 maybe 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 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. Water Sites at Kleinke Park are as follows:
12. Water Sites at Shakey Lakes Park are as follows:

**MENOMINEE COUNTY PARKS & RECREATION  
 SHAKEY LAKES PARK  
 N-8390 COUNTY PARK ROAD  
 STEPHENSON, MI 49887  
 (906)-863-7525  
 2013**

**SEASONAL SITE REGISTRATION**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ M/INITIAL: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ WORK/DAY PHONE: (\_\_\_\_) \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_ WORK/DAY PHONE: (\_\_\_\_) \_\_\_\_\_  
 (Family consists of: Father, Mother and children.)

NAMES OF CHILDREN:

\_\_\_\_\_  
 \_\_\_\_\_ AGE: \_\_\_\_\_ \_\_\_\_\_ AGE: \_\_\_\_\_ \_\_\_\_\_ AGE: \_\_\_\_\_  
 \_\_\_\_\_ AGE: \_\_\_\_\_ \_\_\_\_\_ AGE: \_\_\_\_\_ \_\_\_\_\_ AGE: \_\_\_\_\_

RV MANUFACTURER: \_\_\_\_\_ MODEL: \_\_\_\_\_ LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_  
 \_\_\_\_\_ (Including slideouts)

YEAR OF MANUF: \_\_\_\_\_ LIC #: \_\_\_\_\_ STATE: \_\_\_\_\_

Current/Valid License Plate: YES \_\_\_ No \_\_\_  
 (Rigs over ten years old require management approval each year.)

TYPE: \_\_\_ TRAILER \_\_\_ FIFTH WHEEL \_\_\_ MOTOR HOME \_\_\_ PARK MODEL \_\_\_ TRUCK CAMPER  
 \_\_\_ POP UP \_\_\_ OTHER

TRANSPORTATION VEHICLE: (Only two vehicles at site-other vehicle must be kept in guest parking.)

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LIC # \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LIC # \_\_\_\_\_ STATE: \_\_\_\_\_

BOAT:

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ REG # \_\_\_\_\_ STATE: \_\_\_\_\_ LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_  
 SITE # \_\_\_\_\_

Six-month leases will run May 1, 2013 - November 1, 2013.  
 Five-month lease will run May 1, 2013 - October 1, 2013.

	Resident Rates	Non-Resident
1. Seasonal Rates (6 Months) for Electrical Site	\$1500.00 _____	\$1680.00 _____
Seasonal Rates (6 Months) for Non-electrical Site	\$960.00 _____	\$1140.00 _____
Seasonal Rates (5 Months) for Electric Site	\$1350.00 _____	\$1500.00 _____
Seasonal Rates (5 Months) for Non-electric Site	\$840.00 _____	\$990.00 _____
2. TWO VEHICLE ANNUAL	FREE _____	FREE _____
3. LEASE SITE MUST BE PAID IN FULL BY FEBRUARY 15, 2013. FAILURE TO PAY IN FULL BY FEBRUARY 15, 2012 YOUR SITE <u>MAY BE</u> REASSIGNED TO NEXT AVAILABLE LESSEE.		
4. BOAT		
REGULAR	\$ 20.00 _____	
SENIOR 65 AND OVER	\$ 10.00 _____	
OVER 70	FREE _____	
5. TOTAL PAYMENT	_____	
6. FULL PAYMENT DUE FEBRUARY 15, 2013		

2013 SEASONAL CAMPSITE LEASE

- PLEASE READ CAREFULLY -

THIS INDENTURE, made this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between Menominee County Parks, Shakey Lakes Park, Stephenson, MI 49887, hereafter referred to as "LESSOR", and Of \_\_\_\_\_, hereafter referred to as "LESSEE."

WITNESS, that the Lessor does hereby lease, demise and let unto the Lessee the following described premises situated in the Township of Lake, County of Menominee, the State of Michigan, described as Site Number and Area, to-wit:

TERM: To hold for a term of \_\_\_\_\_ beginning on the \_\_\_\_ Day of \_\_\_\_\_ and ending on the \_\_\_\_ Day of \_\_\_\_\_.

RENTAL: Lessee shall pay for the total seasonal rent \$ \_\_\_\_\_ for the term, payable as follows: One payment to be paid in full by February 15, 2013.

FAMILY & GUESTS:

It is agreed and understood that the seasonal family consists of father and/or mother and/or children. The seasonal site rental is for the sole use of your family and that any other person or persons using your camper must register with Lessor and pay the regular overnight campsite fee. All day visitors or overnight guests will be charged an additional fee. Guests must camp in your camping unit only. It is further agreed that dependant children are not allowed to occupy the campsite without their mother or father present. This site may not be sublet or transferred. Guest and visitor passes will be available and issued by the Lessor. LESSEE is responsible for the conduct of their guests and visitors.

SEASONAL CAR PASSES:

ALL VEHICLES entering the campground must display 2013 pass or daily use pass. Only two vehicles are allowed at each site, additional vehicles will be parked in (the) guest parking lot. Guest and visitor passes are issued at the discretion of the lessor and may be restricted on holiday or busy weekends.

INSURANCE:

All seasonal campers must maintain their own insurance for any or all damage to their property and equipment while parked or stored inside or outside the Lessor's premises.

CONDITION OF CAMPING UNIT:

All camping units over ten (10) years old must have prior approval of Lessor. Lessee agrees to keep their camper in proper repair and condition during the term of this agreement. Household type air conditioners are not permitted.

MAINTENANCE

OF SITE: Lessee agrees to maintain the area of their site excluding grass cutting which will be performed by the Lessor. All planting of flowers, shrubs, etc., must be approved by Lessor and becomes the property of Lessor. On site sheds (must be of a rubbermaid or heavy plastic material and maximum size to be determined by Parks Superintendent)(Max. H-8'; L-7'; W-7' or H-6'; W-7'; L-8'), porches, decks screen houses or other such buildings or structures are permitted with approval of the Parks Committee. All garbage will be placed in appropriate campground receptacles in timely manner. No generators allowed in park.

FIREWOOD, PATIO AND BUG LIGHTS:

Patio and bug lights shall be turned off when camper is not occupied and when retiring for the evening. No large wood piles will be allowed without approval of Park's Superintendent.

CAMPGROUND RULES:

Lessee acknowledges they have read this agreement as well as the list of campground rules (attached) of the Menominee County Shakey Lakes Park and agrees to abide by both.

LIFEGUARD:

The undersigned acknowledges that there will be no lifeguard on duty on the premises. The undersigned, his/her family and guests using boats of any type, swimming or being in the area of the pool, pier, beach or shoreline will be doing so at their own risk and shall hold the lessor harmless from any liability thereon and shall assume all responsibility for supervision of their family and guests. This contract constitutes acknowledgment of the signing of a full release for this liability and responsibility.

DEFAULT:

If the Lessee does or shall neglect to perform and observe any or either of the covenants and conditions hereinbefore contained which on his or her guests part are to be performed, the Lessor lawfully may immediately or at any time thereafter any while such neglect or default continues, evict the said Lessee and those claiming under him and remove their effects without prejudice or any remedies which might otherwise be used for ridders of rent and such expulsion in removing, whether by the direct act of the Lessor or his assigns, or through the medium of legal proceedings for the purpose instituted, shall not affect the liability of the Lessee or his representatives, for the past rent due or future rent to accrue under this lease, but the same shall continue as if such removal or expulsion have not taken place. The Lessee further covenants to pay and discharge all responsible costs, attorneys fees and expenses that shall be made and incurred by the lessor in enforcing the covenant and agreements of this lease.

TERMINATION:

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.

LESSEE may within ten (10) days file an appeal to the County Parks Committee. The County Parks Committee must respond with a written response or a scheduled public hearing within thirty (30) days. If the issue is not resolved to lessee's satisfaction, the lessee may within ten (10) days appeal to the Menominee County Board of Commissioners who within sixty (60) days shall respond with a written response or have the issue placed on a monthly agenda.

END OF TERM:

The Lessee expressly agrees to quit and deliver of said premises to the Lessor peaceably and quietly at the end of said term. Lessee shall have the right of final renewal for the preceding year. Lessor reserves the right to reject a renewal for the succeeding year, thus terminating the future Lease agreements.

Send payment to Menominee County Courthouse, Attn: Parks - Camping Lease, 839 10th Ave Menominee, Michigan 49858

IN WITNESS WHEREOF, the said parties have executed this lease the day and year set forth above.

LESSOR: By: \_\_\_\_\_

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

**KLEINKE PARK**  
**M-35 INGALLSTON TOWNSHIP**  
**(906)-863-7525**  
**2013 SEASONAL SITE REGISTRATION**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ M/INITIAL: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ WORK/DAY PHONE: (\_\_\_\_) \_\_\_\_\_

SPOUSE'S NAME: \_\_\_\_\_ WORK/DAY PHONE: (\_\_\_\_) \_\_\_\_\_  
 (Family consists of: Father, Mother and children.)

NAMES OF CHILDREN:

\_\_\_\_\_  
 \_\_\_\_\_ AGE: \_\_\_\_\_ AGE: \_\_\_\_\_ AGE: \_\_\_\_\_  
 \_\_\_\_\_ AGE: \_\_\_\_\_ AGE: \_\_\_\_\_ AGE: \_\_\_\_\_

RV MANUFACTURER: \_\_\_\_\_ MODEL: \_\_\_\_\_ LENGTH: \_\_\_\_\_ WIDTH: \_\_\_\_\_  
 (Including slide outs)

YEAR OF MANUF: \_\_\_\_\_ LIC #: \_\_\_\_\_ STATE: \_\_\_\_\_

Current/Valid License Plate: YES \_\_\_ No \_\_\_  
 (Rigs over ten years old require management approval each year.)

TYPE: \_\_\_ TRAILER \_\_\_ FIFTH WHEEL \_\_\_ MOTOR HOME \_\_\_ PARK MODEL \_\_\_ TRUCK CAMPER  
 \_\_\_ POP UP \_\_\_ OTHER

TRANSPORTATION VEHICLE: (Only two vehicles at site-other vehicle must be kept in guest parking.)

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LIC # \_\_\_\_\_ STATE: \_\_\_\_\_

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ LIC # \_\_\_\_\_ STATE: \_\_\_\_\_

BOAT:  
 MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ REG # \_\_\_\_\_ STATE: \_\_\_\_\_ LENGTH: \_\_\_\_\_ BEAM: \_\_\_\_\_  
 SITE # \_\_\_\_\_

Six month leases will run May 1, 2013 – November 1, 2013 or May 15-2013 to November 15, 2013

Five month lease will run May 1, 2013 – October 1, 2013 or May 15-2013 to October 15, 2013

	Resident	Nonresident
1. Seasonal Rates (6 Months) for Electrical Site	\$1500.00 _____	\$1680.00 _____
Seasonal Rates (5 Months) for Electric Site	\$1350.00 _____	\$1500.00 _____
Four Month Rate for Electric Site	\$1260.00 _____	\$1480.00 _____
Three Month Rate for Electric Site	\$1080.00 _____	\$1170.00 _____
Two Month (back to back) Rate for Electric Site	\$870.00 _____	\$930.00 _____
One Month Rate for Electric Site	\$480.00 _____	\$510.00 _____

LEASE SITE MUST BE PAID IN FULL BY FEBRUARY 15, 2013. FAILURE TO PAY  
 IN FULL BY FEBRUARY 15, 2013 YOUR SITE MAY BE REASSIGNED  
 TO NEXT AVAILABLE LESSEE.

2. BOAT  
 REGULAR \$ 20.00 \_\_\_\_\_  
 SENIOR 65 and OVER \$ 10.00 \_\_\_\_\_  
 OVER 70 FREE \_\_\_\_\_

3. TOTAL

4. FULL PAYMENT DUE FEBRUARY 15, 2013

- PLEASE READ CAREFULLY -

THIS INDENTURE, made this \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_, by and between Menominee County

Parks, Kleinke Park, Ingallston Twp, hereafter referred to as "LESSOR", and

Of \_\_\_\_\_, hereafter referred to as "LESSEE."

WITNESS, that the Lessor does hereby lease, demise and let unto the Lessee the following described premises situated in the Township of Ingallston, County of Menominee, the State of Michigan, described as Site Number and Area, to-wit:

**TERM:** To hold for a term of \_\_\_\_\_ beginning on the \_\_\_ Day of \_\_\_\_\_ and ending on the \_\_\_ Day of \_\_\_\_\_.

**RENTAL:** Lessee shall pay for the total seasonal rent \$ \_\_\_\_\_ for the term, payable as follows: One payment to be paid in full by February 15, 2012.

**FAMILY & GUESTS:**

It is agreed and understood that the seasonal family consists of father and/or mother and/or children. The seasonal site rental is for the sole use of your family and that any other person or persons using your camper must register with Lessor and pay the regular overnight campsite fee. All day visitors or overnight guests will be charged an additional fee. Guests must camp in your camping unit only. It is further agreed that dependant children are not allowed to occupy the campsite without their mother or father present. This site may not be sublet or transferred. Guest and visitor passes will be available and issued by the Lessor. LESSEE is responsible for the conduct of their guests and visitors.

**SEASONAL CAR PASSES:**

ALL VEHICLES entering the campground must display 2013 pass or daily use pass. Only two vehicles are allowed at each site, additional vehicles will be parked in (the) guest parking lot. **Guest and visitor passes are issued at the discretion of the Lessor and may be restricted on holiday or busy weekends.**

**INSURANCE:**

All seasonal campers must maintain their own insurance for any or all damage to their property and equipment while parked or stored inside or outside the Lessor's premises.

**CONDITION OF CAMPING UNIT:**

All camping units over ten (10) years old must have prior approval of Lessor. Lessee agrees to keep their camper in proper repair and condition during the term of this agreement. Household type air conditioners are not permitted.

**MAINTENANCE OF SITE:**

Lessee agrees to maintain the area of their site excluding grass cutting which will be performed by the Lessor. All planting of flowers, shrubs, etc., must be approved by Lessor and becomes the property of Lessor. On site sheds (must be of a Rubbermaid or heavy plastic material and maximum size to be determined by Parks Superintendent), (Max. H-8'; L-7'; W-7' or H-6'; W-7'; L-8') porches, decks screen houses or other such buildings or structures are permitted with approval of the Parks Committee. All garbage will be placed in appropriate campground receptacles in timely manner. No generators allowed in park.

**FIREWOOD, PATIO AND BUG LIGHTS:**

Patio and bug lights shall be turned off when camper is not occupied and when retiring for the evening. No large wood piles will be allowed without approval of Park's Superintendent.

**CAMPGROUND RULES:**

Lessee acknowledges they have read this agreement as well as the list of campground rules (attached) of the Menominee County Kleinke Park and agree to abide by both.

**LIFEGUARD:**

The undersigned acknowledges that there will be no lifeguard on duty on the premises. The undersigned, his/her family and guests using boats of any type, swimming or being in the area of the pool, pier, beach or shoreline will be doing so at their own risk and shall hold the Lessor harmless from any liability thereon and shall assume all responsibility for supervision of their family and guests. **This contract constitutes acknowledgment of the signing of a full release for this liability and responsibility.**

**DEFAULT:**

If the Lessee does or shall neglect to perform and observe any or either of the covenants and conditions hereinbefore contained which on his or her guest part are to be performed, the Lessor lawfully may immediately or at any time thereafter any while such neglect or default continues, evict the said Lessee and those claiming under him and remove their effects without prejudice or any remedies which might otherwise be used for ridders of rent and such expulsion in removing, whether by the direct act of the Lessor or his assigns, or through the medium of legal proceedings for the purpose instituted, shall not affect the liability of the Lessee or his representatives, for the past rent due or future rent to accrue under this lease, but the same shall continue as if such removal or expulsion have not taken place. The Lessee further covenants to pay and discharge all responsible costs, attorneys fees and expenses the shall be made and incurred by the Lessor in enforcing the covenant and agreements of this lease.

**TERMINATION:**

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.

LESSEE may within ten (10) days file an appeal to the County Parks Committee. The County Parks Committee must respond with a written response or scheduled public hearing within thirty (30) days. If the issue is not resolved to lessee's satisfaction, the lessee may within ten (10) days appeal to the Menominee County Board of Commissioners who within sixty (60) days shall respond with a written response or have the issue placed on a monthly agenda.

**END OF TERM:** The Lessee expressly agrees to quit and deliver of said premises to the Lessor peaceably and quietly at the end of said term. ~~Lessee shall have the right of final renewal for the preceding year.~~ Lessor reserves the right to reject a renewal for the succeeding year, thus termination the future Lease agreements

Send payment to Menominee County Courthouse, Attn: Parks - Camping Lease, 839 10<sup>th</sup> Ave Menominee, Michigan 49858.

IN WITNESS WHEREOF, the said parties have executed this lease the day and year set forth above.

LESSOR: By: \_\_\_\_\_

LESSEE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Shakey Lakes Lease Site Rates**

Seasonal Rates for Electric Site (6 Months)  
May 1<sup>st</sup> to November 1st

Seasonal Rates for Non-electric Site (6 Months)  
May 1<sup>st</sup> to November 1st

Seasonal Rates for Electric Site (5 Months)  
May 1<sup>st</sup> to October 1st

Seasonal Rates for Non-electric Site (5 Months)  
May 1<sup>st</sup> to October 1st

Resident

\$1500.00

\$960.00

\$1350.00

\$840.00

**Kleinke Park Lease Site Rates**

Seasonal Rates (6 Months) for Electrical Site  
May 1<sup>st</sup> to November 1<sup>st</sup> or  
May 15<sup>th</sup> to November 15<sup>th</sup>

Seasonal Rates (5 Months) for Electric Site  
May 1<sup>st</sup> to October 1<sup>st</sup> or  
May 15<sup>th</sup> to November 15<sup>th</sup>

Four Month Rate for Electric Site

Three Month Rate for Electric Site

Two Month (back to back) Rate for Electric Site

One Month Rate for Electric Site

\$1,500.00

\$1350.00

\$1260.00

\$1080.00

\$870.00

\$480.00

Nonresident

\$1680.00

\$1140.00

\$1500.00

\$990.00

\$1680.00

\$1500.00

\$1480.00

\$1170.00

\$930.00

\$510.00

For More Lease Site Information, Please Call (906) 863-7525 or 863-7779

**MENOMINEE COUNTY PARKS AND RECREATION COMMITTEE  
2013 Parks Price List**

Menominee County Parks are now accepting reservations for 5-month and 6-month lease sites for the 2013 camping season. Lease site must be paid in full by February 15, 2013. Lease site applications for Shakey Lakes or Kleinke Park can be picked up at the Menominee County Treasurer's Office or by Calling Park Assistant Superintendent at 906-863-7525. Reservations for the 2013 camping season at Shakey Lakes will be starting April 22nd at 6:00 am C.S.T. at the Shakey Lakes Park office, or phone 906-753-4582. On April 22nd, reservations will be limited to five (5) reservations per person. From February 15 2013 thru March 15, 2013- 1, 2, 3, or 4 month leases will be available at **KLEINKE PARK ONLY**. These leases will be awarded to the longest term lease requested down to the shortest term lease. The maximum number of leases per month will be limited to a total of 15. For more information, please call 906-863-7525 or 906-863-7779.

**Gate Fee's**

Annual (Menominee Co. Resident w/vehicle registration)--	\$ 10/ <del>second</del> <del>FREE</del>	
Annual (Non-Resident)-----	\$ <del>10/second</del> \$5	<u>\$12</u>
Annual Senior Citizen (Meno. Cnty Resident)(65 yrs & older)	\$ <del>8/second</del> <del>FREE</del>	
Annual Senior Citizen (Non-Resident)-----	\$ <del>8/second</del> \$4	<u>\$10</u>
Daily (Menominee Co. Resident w/vehicle registration)----	\$ 2.00	
Daily (Non-Resident)-----	\$ 3.00	
Daily Senior Citizen (70 yrs & older)-----	FREE	

**Camping Shakey Lakes**

Reservations-----	\$ <del>5.00</del> <u>\$10.00</u>
Electric Campsites (50 amp electric, when available)-----	\$24.00
Electric Campsites (20 amp electric, when available)-----	\$22.00
Non-Electric Campsites-----	\$15.00
Senior Citizen Discount Per Night-----	N/A

**General**

Pavilion Rental-----	\$ 50.00
Storage -----	\$.85 sq/ft
Boat Launch (Mason, Shakey, Stoney)-----	\$ 2.00/day
Boat Launch Annual-----	\$ 20.00
Boat Launch Senior-65-70 years old-----	\$ 10.00
Boat Launch Seniors Over 70-----	Free

**Camping Kleinke**

Reservations-----	N/A
Electric Campsites (50 amp electric, when available)-----	\$24.00
Non-Electric Campsites-----	\$15.00

**Electrical Surcharge**

Daily Rate-----	\$1.00
Weekly Rate (5 or more days)-----	\$5.00
Monthly Rate-----	\$15.00
2 Month Rate-----	\$30.00
3 Month Rate-----	\$45.00
4 Month Rate-----	\$60.00
5 Month Rate-----	\$75.00
6 Month Rate-----	\$90.00

Free entrance and boat launch into Park on Michigan  
Free Fishing Weekend (Friday, Saturday, Sunday) Yes

MENOMINEE COUNTY PARKS AND RECREATION  
PARK RULES

AN ORDINANCE TO ESTABLISH RULES AND REGULATIONS RELATIVE TO THE OPERATION OF COUNTY PARKS SO THAT THEY MAY BETTER SERVE THE PEOPLE OF MENOMINEE COUNTY.

SECTION 1:

These Rules shall be known as the "PARK RULES" of the Menominee County Parks.

SECTION 2: SUPERVISION OF PARKS

A) SUPERVISION - All County owned Parks located in Menominee County, shall be operated and maintained under the direction of the Menominee County Parks and Recreation Committee through its designated Park Superintendent. B) ENFORCEMENT OF ORDINANCES - The Park Superintendent, Park Rangers as well as all law enforcement agencies operating within the County of Menominee including Menominee County Sheriff's Department, Michigan State Police Department, and the Michigan Department of Natural Resources shall see to the enforcement of all provisions relating to these parks as contained in this ordinance. C) AMUSEMENT FOR GAIN - No amusement for gain for which a charge is made can be conducted in the park without the consent of the Menominee County Parks & Recreation Committee.

SECTION 3: DEBRIS, FIRE

Each person, organization or corporate group using the public works and grounds shall clean up all debris, extinguish all fires when such fires are permitted, and leave the premises in good order, and the facilities in a neat and sanitary condition.

SECTION 4: OPEN FIRES

No person shall kindle or build fires in any park except in fireplaces, fire rings, or stoves provided for that purpose. For observed violations of this section, the Park Superintendent, Park Rangers or others acting in their behalf, may request fires be extinguished at any given time. Upon leaving such fires, it shall be the duty of all persons using the fire to see that said fire is extinguished.

### SECTION 5: INJURY TO PARK PROPERTY

No person shall obstruct any walk or drive in any park and no person shall injure, mar, or damage any matter, in a monument, ornament, fence, bridge, seat, tree, fountain, shrub, flower, playground equipment, fireplace, picnic table or other public property within or pertaining to any park.

### SECTION 6: POLLUTION

No person shall throw, discharge or other-wise place or caused to be placed in the waters of any fountain, pond, lake, stream, bay, or other body of water in or adjacent to any park or tributary, stream, storm sewer, drain flowing into such water, any substance, matter or things liquid or solid, which will or may result in the pollution of said waters.

### SECTION 7: SOURCE OF RUBBISH

No person shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash in any waste containers provided in any park in the County of Menominee for that purpose unless such bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or trash originates from a permitted use of the parks.

### SECTION 8: INFLAMMATORY LANGUAGE

No person shall make any statement to any other person, within ear shot of said person, or about another person, capable of being heard by such other person, which is derogatory, inflammatory, profane, disrespectful, or which describes a sexual activity, or which questions the lineage of such person, or which in anyway can be reasonably interpreted to raise anger of such person hearing such communication. This portion does not purport to limit the free flow of ideas or speech but does intend to prohibit such speech as may interrupt a peaceful enjoyment of Menominee County's Parks.

### SECTION 9: SAFETY OF OTHERS

No person shall endanger the safety of any other person by any conduct or act or permit any assault, battery, or engage in fighting within a park regulated by this chapter. No glass containers allowed in parks.

## SECTION 10: SOUND SYSTEMS

No person shall use a sound amplification device or any other device that creates noise in excess of the sound level at which the contents of such sound disturbs or annoys a person of average hearing—is used in conjunction with a park assembly permit and is authorized by such permit. Any sound amplification device used in conflict with this permission is subject to seizure by the Park Superintendent, Park Rangers, the Menominee County Sheriff's Department, the Michigan State Police Department, the Michigan Department of Natural Resources, and or any other authorized law enforcement agency. During quiet hours, distance shall be size of campsite. Between 11 p.m. and 7:00 a.m. all sound systems will be turned off.

## SECTION 11: SWIMMING

No person shall swim, bathe, or wade in any water or water ways in or adjacent to any park, except in such waters and such places that are designated therefore, and in compliance with regulations that are established and posted by the Park Superintendent and in accordance with the direction of any authorized personnel, present and sitting at the designated site.

## SECTION 12: PARK HOURS

Park hours are from 7:00 a.m. to 10 p.m. daily. Anyone found in the park after 10 p.m. not camping with a permit, will be construed to be trespassing and may be prosecuted.

## SECTION 12A: PARK CLOSING

Any park, section, or part of the park, may be declared closed to the public by the Park Superintendent or by any other authorized personnel in situations where health, safety and welfare of the general public could be jeopardized if the park were to remain open. As an example, an emergency closing could occur during a tornado, fire, or civil disobedience. The park cannot be closed permanently without authorization from the Parks & Recreation Committee and the Menominee County Board of Commissioners. An emergency meeting of the Committee is to be called within 72 hours of the closing. Failure to call a meeting or to gain approval from a majority of the Committee would require that the park be re-opened immediately after 72 hours.

### SECTION 13: ANIMALS

Any animal brought into the Park shall be under immediate control and on a leash not to exceed 6 feet in length which would not allow animals onto another camp site. No animal shall be on the beach.

No horses or riding of horses is allowed in the park except in designated areas. The only designated areas for horses are presently located at Shakey Lakes Park.

### SECTION 14: ANIMAL REMOVAL

Any animal found within any county park not in the possession or under the immediate control of the owner or the owner's agent as set forth above, or any animal creating a nuisance or disturbance, may be removed from the park by park personnel or animal control officer.

### SECTION 15: SALES

It shall be unlawful for any person other than employees of Menominee County, acting on behalf of the County, to vend, to sell, peddle or offer for sale, any commodity article within the park, unless such sale is authorized by the Menominee County Parks and Recreation Committee.

### SECTION 16: CONTROLLED SUBSTANCES

It shall be unlawful for any person to possess, transport, or have under their immediate control any intoxicating liquor, unless the person has attained the age of 21 years.

Transport or possess a controlled substance as defined by Section 7104 of Act No. 368 of the Public Acts of 1978, as amended, being section 333.7104 of the Michigan Compiled Laws.

### SECTION 17: SIGNS

It shall be unlawful for any person to paste, glue, tack, or otherwise post or permanently affix any sign, placard, advertisement, banner, or inscription, unless otherwise pre-approved by Park Superintendent. Nor shall any person erect or cause to be erected any sign on any public lands or highways or roads adjacent to a public park, but, this section shall not apply to any properly authorized government official acting pursuant to his official duties.

### SECTION 18: ALCOHOLIC BEVERAGE PERMIT

Any person or organization applying for an assembly permit and desiring to dispense alcoholic beverages for sale, (non-profit organization) must first secure a license for same from the Michigan Liquor Control Commission and secure liquor liability insurance and display evidence of such license and insurance to the Menominee County Sheriff and the Menominee County Parks & Recreation Committee prior to said assembly permit being granted. There is a minimum refundable deposit of one hundred dollars (\$100.00) required.

### SECTION 19: CAMPING PERMITS

It shall be unlawful for any person, organization or corporate group to camp without a camping permit issued by the Menominee County Park System.

- A) It shall be unlawful for any person to obtain a camping permit for use of a camping party for which he is not a member.
- B) The senior member of any camping party having obtained a permit as set forth above must be at least eighteen (18) years of age.
- C) It shall be unlawful for non-campers to visit between the hours of ~~10:00~~ 11:00 p.m. - 7:00 a.m.
- D) Campers shall inform the office if they plan to leave a campsite unoccupied for more than twenty-four (24) hours.

### SECTION 19A: CAMPING PERMIT VIOLATION

Any violation of any section of the above ordinance may result in revocation of any County Park camping permit or eviction from the park or both.

### SECTION 20: CAMPING

Campsites are allocated 50% for short-term use (less than 14 days) and 50% for long-term use (over 14 days). Site designation to be determined by Parks Superintendent or his designee.

### SECTION 20A: CAMPSITE CLEANUP

Minimum clean-up charge of \$50.00 to the registered camper for Park Personnel having to clean up a campsite.

## SECTION 21: QUIET HOURS

Quiet hours shall prevail in the campground between 11:00 p.m. and 7:00 a.m.

## SECTION 22: DIGGING

It shall be unlawful for any person, individual, organization or corporate group to do any trenching or digging on the campsite or the surrounding area.

## SECTION 23: MOTOR VEHICLES, PURPOSES

The use of a registered motor vehicle in any County Park shall be for the purpose of establishing a camp and for transportation in and out of the campground. "CRUISING" or "JOY RIDING" within any County Park is strictly prohibited.

## SECTION 24: MOTOR VEHICLES, OPERATION

A) It shall be unlawful for any individual to operate or park a motor vehicle within a park except on roads or designated parking areas. It is also illegal for a vehicle to be in the park after 10:00 p.m. without an annual permit issued by the park office. If a vehicle is found without an annual permit it shall be deemed illegally parked and subject to a parking violation fee of \$10 per day. When a motor vehicle is found parked in the park area, the registration plate displayed on the vehicle shall constitute prima facie evidence that the owner of the vehicle was the person who parked it on the location where it was found. B) Motor vehicles cannot be operated on a park road or parking lot at a speed in excess of ten (10) miles per hour or as posted or in an unsafe manner or by disobeying traffic signals or signs.

## SECTION 25: OFF ROAD VEHICLES

It shall be unlawful to operate an off-the-road motor driven vehicle such as a minibike, motorcycle, snowmobile, ATV or any motorized device except on designated roads, trails, or areas posted for such use without proper prior written authorization from the Park Superintendent or Park Rangers.

## SECTION 26: MASS GATHERINGS

Campsites are provided for reasonably quiet outdoor recreational experiences. Mass gatherings are only permitted pursuant to a permit for such purpose obtained in the manner set forth in the "Menominee County Mass Gathering Ordinance" as adopted by the Menominee County Board of Commissioners on June 3, 1977.

## SECTION 27: FIREWORKS

No fireworks will be allowed in the park. Any discharge or lighting of any type of firework in the park will be subject to a charge of \$50 per incident

## SECTION 28: FIREARMS AND HUNTING

It shall be unlawful for any person to hunt within park boundaries. It shall also be unlawful for any person to carry or possess within the boundaries of a County Park any firearm unless unloaded in both barrel and magazine. This provision does not apply to a target range officially established, supervised, and sanctioned by the Menominee County Parks & Recreation Committee.

## SECTION 29: OTHER WEAPONS

It shall be unlawful for any person to carry or possess within the boundaries of any County Park items such as: air gun, gas gun, spring loaded gun, or sling-shot.

## SECTION 30: BOW AND ARROW

It shall be unlawful for any person to shoot with a bow and arrow within or onto the boundaries of any County Park unless said shooting is done on a designated archery range.

## SECTION 31: TRAPPING

It shall be unlawful for any person to trap or use traps within the boundaries of any County Park unless permission is sanctioned by the Menominee County Parks & Recreation Committee.

## SECTION 31-32: PAVILION RENTAL

Rental of Park Pavilion is available for \$50.00.

## SECTION 32-33: STORAGE

Off-site storage of boats and/or trailers is available at Shakey Lakes Parks from May through September (except Fair Days) at a cost of \$1.00/day or \$25.00/month.

## SECTION 33 34: GENERATORS

It shall be unlawful for any person to operate any type of generator on any campsite within any Menominee County Park unless permission is sanctioned by the Park Superintendent, the Menominee County Parks & Recreation Committee, or designee.

SECTION 33-35: PENALTIES

Any violation of any section of this ordinance shall be deemed a civil infraction, and any person upon conviction thereof, shall be punished by a fine of not more than one hundred dollars (\$100.00) and cost of prosecution.

SECTION 34-36: SEVERABILITY

If any portion of this regulation or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect the remaining portion or applications of this regulation which can be given effect without the invalid portion or application, provided such remaining portions are not determined by the Court to be inoperable, and to this end this regulation is declared to be severable.

SECTION 35-37: ADOPTION

It is hereby ordained by the People of Menominee County, represented by the County Board of Commissioners, that the foregoing regulations affecting the public health, safety, and welfare of the County of Menominee are hereby adopted.

SECTION 36-38: EFFECTIVE DATE

This ordinance shall take effect sixty days subsequent to proposal by the Menominee County Parks & Recreation Committee and adoption by the Menominee County Board of Commissioners. All ordinances or part of ordinances inconsistent herewith are hereby repealed.

ADOPTED: April 10, 1984  
REVISED: July 11, 1989  
REVISED: April 30, 1991  
REVISED: November 23, 1992  
REVISED: February 27, 1995  
REVISED: February 26, 1995  
REVISED: February 26, 1996  
REVISED: June 23, 1997  
REVISED: May 25, 2010  
REVISED: March 22, 2011  
REVISED: December 11, 2012