

HUMAN SERVICES COMMITTEE

A G E N D A

TUESDAY, MARCH 20, 2012

4:30 P.M. or immediately following the Personnel/Judicial Committee mtg.

COMMISSION CHAMBERS, FOURTH FLOOR, BAY COUNTY BUILDING

PAGE NO.

- I CALL TO ORDER
- II ROLL CALL
- 1- 3 III MINUTES (2/21/12)
- IV PUBLIC INPUT
- V PETITIONS AND COMMUNICATIONS
 - 4- 12 A. Assistant County Executive for Recreation and Administrative Services - Kayak Rental Pilot Program at Pinconning Park (**Seeking approval of a one year pilot program for public kayak rental at Pinconning Park; authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
 - 13-14 B. Superintendent of Buildings and Grounds - Market Lease (**Seeking approval of 3 year renewal of lease on the Market Restaurant & Farmer's Market at the same lease rate (\$17,168); authorization for Board Chair to sign required documents; approval of required budget adjustments - proposed resolution attached**)
- VI REFERRALS
- VIII UNFINISHED BUSINESS
- IX NEW BUSINESS
- X MISCELLANEOUS
- XI ADJOURNMENT

PLEASE NOTE: THE COMMITTEE CHAIR HAS REQUESTED THAT ANY ELECTED OFFICIAL, DEPARTMENT/ DIVISION HEAD PLACING AN ITEM ON THE WAYS AND MEANS COMMITTEE AGENDA BE PRESENT OR HAVE A REPRESENTATIVE PRESENT TO SPEAK TO THEIR REQUEST AND/OR ANSWER ANY QUESTIONS POSED BY COMMITTEE MEMBERS.

HUMAN SERVICES COMMITTEE

MINUTES

MEETING OF THE HUMAN SERVICES COMMITTEE ON TUESDAY, FEBRUARY 21, 2012, in the Commission Chambers, Fourth Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708.

Call to order @ 4:10 p.m. by Chair Tilley.

Roll call:

MOTION NO.

COMMISSIONERS PRESENT		1	2	3	4	5	6	7	8	9	10	11
DONALD J. TILLEY, CHAIR	P	Y	Y	Y	Y	Y						
BRANDON KRAUSE, VICE CHAIR	P	S/Y	Y	S/Y	M/Y	Y						
JOE DAVIS	P	Y	Y	Y	Y	Y						
ERNIE KRYGIER	P	M/Y	S/Y	M/Y	Y	M/Y						
TOM RYDER	P	Y	M/Y	Y	S/Y	S/Y						
CHRISTOPHER RUPP		E	X	C	U	S	E	D				
KIM COONAN, EX OFFICIO	P	Y	Y	Y	Y	Y						

MOTION NO.

COMMISSIONERS PRESENT		12	13	14	15	16	17	18	19	20	21	22
DONALD J. TILLEY, CHAIR												
BRANDON KRAUSE, VICE CHAIR												
JOE DAVIS												
ERNIE KRYGIER												
TOM RYDER												
CHRISTOPHER RUPP												
KIM COONAN, EX OFFICIO												

MOTION NO.

COMMISSIONERS PRESENT		23	24	25	26	27	28	29	30	31	32	33
DONALD J. TILLEY, CHAIR												
BRANDON KRAUSE, VICE CHAIR												
JOE DAVIS												
ERNIE KRYGIER												
TOM RYDER												
CHRISTOPHER RUPP												
KIM COONAN, EX OFFICIO												

OTHERS PRESENT: T.HICKNER, M.GRAY, C.HEBERT, R.PABALIS, T.ROEHRS, BAY 3 TV, D.BERGER

M-MOVED; S-SUPPORTED; Y-YEA; N-NAY; ABS.-ABSTAIN; E-EXCUSED; A-ABSENT

-/-

HUMAN SERVICES COMMITTEE
TUESDAY, FEBRUARY 21, 2012
PAGE 2

MOTION NO.

NOTE: In addition to these typed minutes, this Committee meeting was also taped by Bay 3 TV and those tapes are available for review in the Administrative Services Department or can be viewed on Bay County's website www.baycounty-mi.gov/executive/videos.

- 1** **MOVED, SUPPORTED AND CARRIED TO APPROVE THE MINUTES OF THE JANUARY 17, 2012 HUMAN SERVICES COMMITTEE MEETING AS PRINTED.**

Public input was called with no one expressing a desire to address the Committee.

A request from Rick Pabalis, Superintendent of Buildings and Grounds, for establishment of a "pickle ball" rate was considered. Mr. Pabalis explained that while attending a conference, he learned about this sport that has proven to be very popular where it has been instituted. This will be played in the Community Center gym and Mr. Pabalis has hopes it will take off as it has in other communities. It was

- 2** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE \$4 PER PERSON 2 HOUR RENTAL RATE FOR PICKLE BALL AT THE BAY COUNTY COMMUNITY CENTER (BUILDINGS AND GROUNDS).**

Commissioner Begick again mentioned the gym floor which continues to deteriorate and he hoped that some funding could be found through grants to address the gym floor project. Commissioner Krygier questioned if pickle ball could also be played at the Civic Arena and this will be looked at. Talks are ongoing relative to soccer at the Civic Arena.

Tammy Roehrs, Director of Division on Aging, submitted a request for approval of a Partner Organization Agreement for the Week of Hope. It was

- 3** **MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE PARTNER ORGANIZATION AGREEMENT FOR WEEK OF HOPE (DIVISION ON AGING).**

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MOTION NO.

- 4 MOVED, SUPPORTED AND CARRIED TO RECOMMEND BOARD APPROVAL OF THE AGREEMENT WITH LITURGICAL PUBLICATIONS, INC. TO PUBLISH THE WONDERFUL TIMES (DIVISION ON AGING).**

Commissioner Begick reminded of the upcoming Walk for Warmth event scheduled for Saturday at 10 a.m. He encourage participation through walking or donation.

There being no further business, it was

- 5 MOVED, SUPPORTED AND CARRIED TO ADJOURN (4:20 P.M.).**

Sincerely,

Deanne Berger

Deanne Berger
Board Coordinator

**BAY COUNTY
Administrative Service**

Michael K. Gray,
Assistant County Executive for
Recreation & Administrative Services
graym@baycounty.net

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Bay City, Michigan 48708

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Thomas L. Hickner
County Executive

ANIMAL CONTROL
Michael Halstead, Manager
halsteadm@baycounty.net

BUILDINGS & GROUNDS
Richard Pabalis, Superintendent
pabalistr@baycounty.net

INFORMATION SYSTEMS
Brandont Short, Interim Manager
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PURCHASING
Frances Horgan, Purchasing Agent
horganf@baycounty.net

RECREATION
Brent Golk, Recreation & Clubhouse Supervisor
goikb@baycounty.net

MEMORANDUM

DATE: March 9, 2012

TO: Mr. Donald Tilley, Chairman and Commissioners, Human Services Committee

FROM: *mkgray* Michael K. Gray, Assistant County Executive for Recreation & Administrative Services

SUBJECT: Kayak Rental Pilot Program at Pinconning Park

Request: Approve a one year pilot program between Bay County and Bob & Ellen Charlebois for public kayak rental at Pinconning Park and authorize the Board Chairperson to sign any documents necessary to implement the program in 2012.

Background: Bay County has been approached by Bob & Ellen Charlebois with a request to offer kayak rental to Pinconning Park patrons. They would post a sign with contact information and there would be no added duties for park staff. Kayaks would not be stored at the park. A camper would call and a kayak would be dropped off and picked up later.

We have not been approached by anyone else and are not aware of any other interested parties at this time.

We also don't know how much demand exists.

Therefore we are proposing to offer this as a pilot project for the 2012 camping season. If this is popular the terms could be renegotiated after 2012.

Economics: For the 2012 season we propose to allow them to offer the service with no payment to the County. Insurance acceptable to Corporation Counsel will be required.

If the service is established and popular after 2012, some fee to the County maybe established in 2013 or it

4-

could also be advertised for bids.

Recommendation: Authorize a pilot kayak rental program for the 2012 camping season at Pinconning Park between Bay County and Bob & Ellen Charlebois and authorize the Board Chairperson to sign any and all documents necessary to implement this.

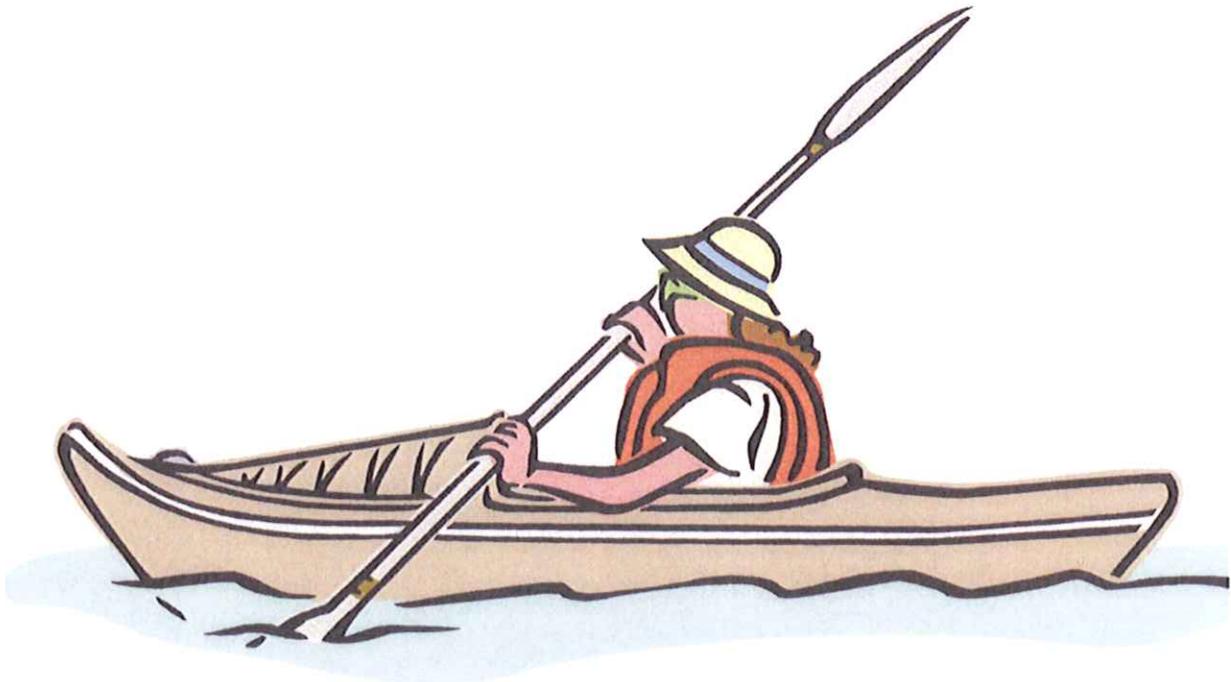
MKG/ec

cc: Rick Pabalis Steve Humphrey Tom Hickner Marty Fitzhugh
Crystal Hebert Frances Horgan Bob Redmond

Bay County Pinconning Park Recreational Kayak Rental Proposal February 16, 2011

Presented by:

Bob & Ellen Charlebois
4538 N. Saginaw Bay Shore
Pinconning, MI 48650
989-879-4925



Kayaking is the use of a kayak for moving across water. Kayaking and canoeing are also known as paddling. Kayaking is distinguished from canoeing by the sitting position of the paddler and the number of blades on the paddle. A kayak is defined by the International Canoe Federation (the world sanctioning body) as a boat where the paddler faces forward, legs in front, using a double-bladed paddle. (Excerpt from Wikipedia)

Purpose

This is a proposal to explore the possibility of a private company offering recreational kayak boat rental at the Bay County Pinconning Park. We are sharing our thoughts and plans in this proposal in an effort to determine whether or not we should invest further resources and money into this business pursuit. We welcome any thoughts, ideas, and questions.

Background Information

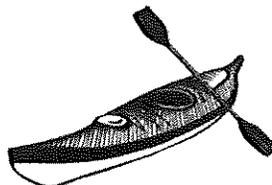
As Pinconning residents we are active in outdoor recreational activities in the area. For many years we have been enjoying the beautiful shoreline, the migration of birds, fishing, and the ever changing beauty of the Saginaw Bay from our kayaks. We most often “put in” at the Bay County Pinconning Park. This shoreline offers a protected, shallow, scenic area to enjoy paddling around.

Often, people ask about our kayaks... are they easy to paddle, can you tip over, do you need to be in deep water, are they hard to get in and out of? Many express an interest in kayaking. This began our discussions of offering this recreational activities to campers, residents and visitors.

Responsibilities

Our goal is to provide a recreational service to the community at no additional cost to Bay County.

- We will be responsible for all operations associated with kayak rental, Park personnel will not be needed.
- We will be responsible for equipment insurance coverage, rental agreements, equipment purchase/maintenance, and marketing.



Equipment

Our plan is to offer “recreational” kayaks for rent to campers and the general public on an hourly basis. Recreational kayaks are designed for the casual paddler interested in fishing, photography, fresh air and exercise, or just floating around in the sunshine!

Compared to other kayaks, recreational kayaks have a larger cockpit for easier entry and exit and a wider beam (27–36 inches) for more stability. They are generally 12 feet in length or less, and have limited cargo capacity. Initially we plan to have offer 4 single and 2 double kayaks available to rent.

Rates

In researching kayak rentals in Michigan, we believe the following rates would be competitive and offer an affordable activity for families. Paddles and personal floatation vests will be included in the rental fee.

	Single Kayak	Double Kayak
1 hour	\$ 10.00	\$ 15.00
4 hours	\$ 25.00	\$ 35.00

In an effort to keep rates low, we have not built in any type of fee sharing for the Park. We believe that the additional traffic from new/different visitors to the Park will provide an increase in vehicle permit fees.



Hours of Operation

Initially, we plan to be open for kayak rental on Saturday and Sunday from 10:00 a.m. to approximately 8:00 p.m. Spring and fall offer many good weather days for kayaking and we may expand to weekdays during busy summer months. Hours, rates, and a phone number will be posted and customers would be encouraged to reserve or call for information.

Location

We need about 10 ft x 20 ft in close proximity to the water; on the beach somewhere between the boat ramp and the gazebo. Kayaks will be launched on the beach, the boat ramp isn't needed. Our plans are to store the kayaks on a rack, locked each night; paddles and personal floatation vests will be stored in a locked closet each night. All items will be moveable with the use of a trailer, but left in place during the boating season.

Draft Rental Agreement

Attached is a draft rental agreement that would be used for boaters.

Status

If there is interest in moving forward with this proposal, we will make investment into the business including the following:

- Attorney review of rental agreement
- Get firm quotes on insurance coverage
- Purchase kayaks, kayak rack/storage closet
- Set up kayak rental business entity as an LLC
- Create marketing material and signage



DRAFT

KAYAK RENTAL AGREEMENT RELEASE OF LIABILITY

Company Name

Company Phone Number

First Name _____

Last Name _____

Address _____

City, State, Zip _____

Phone _____

Boat & Equipment Rental Agreement made between XXXXXX, a Michigan Corporation, herein called Lessor and the undersigned herein call Renter.

1. Renter shall obey all state and local Boating Regulations, and all lawful directives from appropriate emergency or law enforcement personnel, while operating or renting the boats. In the event of a citation for violation of these rules the Renter shall be solely responsible. Renter agrees to immediately notify Lessor of any incidents or injuries occurring while renting boats.
2. Renter represents that he or she is capable of operating the Equipment and finds it in good working order, condition and repair.
3. Renter shall bear all risk of damage or loss of the Equipment, or any portions thereof, including but not limited to damage or theft, and shall pay Lessor the cost of repair or replacement.
4. In addition to regular charges, the following charge may be levied: **A charge of \$15.00 for each hour or part thereof for equipment returned late.**
5. **RECOGNITION OF RISK;** Renter expressly acknowledges that boating is an activity with inherent risks of injury to persons and property; Renter is aware of those risks and understands them. Renter acknowledges that lifejackets are made available for use while boating, and that all boaters are required to wear lifejackets while operating a rented boat. Renter understands that use of a lifejacket does not remove all risks of injury; nor does it make boating a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. Renter expressly assumes the risks of the activity. The risk of injury from any outdoor activities have inherent, both known and unknown, risks, dangers and hazards and can be significant, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist in the use of water craft and, **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.**
6. **RELEASE OF LIABILITY;** Renter hereby **RELEASES** Lessor, their officers, officials, agents and/or employees, and other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used for the activity (Releasees), from liability for negligence, and **HOLDS HARMLESS** the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said boat.
7. This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including this provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said Equipment. The laws of the State of Michigan shall govern this agreement.
8. **PERSONAL RISKS & RESPONSIBILITIES:**
 - I will abide by all of the rules of State and Local beaches, reservoirs, lakes and /or rivers.
 - I will inspect all craft and equipment issued to me and will only accept it in good condition. I personally assume all risks in the rental of kayak or equipment.
 - I agree to pay for repair or replacement costs in the event of damage to craft or equipment.
 - I am responsible for cleaning all equipment, otherwise I will be charged an additional \$25.00 cleaning fee.
 - Children under the age of 15 may NOT paddle in a single kayak.

- I have been informed of the dangers and serious risks associated with kayaking.
- The undersigned understands that canoeing and kayaking should only be undertaken after proper instruction and training and that Lessor is not providing such training in connection with the rental of equipment.
- The undersigned assumes full responsibility for deciding where, when and with whom to paddle.
- The undersigned acknowledges and agrees that the rental equipment provided by Lessor is for the sole and exclusive use of the undersigned and may not be used by any other person.
- I do know how to swim and I will wear my lifejacket AT ALL TIMES.
- Be very alert to boat traffic and follow basic rules of the nautical road. Boats may often not see kayaks so low in the water.
- Begin your trip by paddling into the wind.
- Do not venture more than one mile offshore.
- TO AVOID CAPSIZE:
 - do not stand up in the boat
 - stay in middle of boat - don't lean or reach for an object
 - keep low center of gravity - arms below head

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

X _____ Age _____ Date Signed _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date Signed _____

Parent/Guardian's Printed name

X _____

Child's Printed name

Signature _____

Date _____

BAY COUNTY BOARD OF COMMISSIONERS

4/10/12

RESOLUTION

BY: HUMAN SERVICES COMMITTEE (3/20/12)

WHEREAS, Bay County has been approached by Bob and Ellen Charlebois with a request to offer kayak rental to Pinconning Park patrons; and

WHEREAS, The Charlebois' would post a sign with contact information and there would be no additional duties for Pinconning Park staff and no kayaks would be stored at the Park; and

WHEREAS, Campers would call the Charlebois' and a kayak would be dropped off and picked up later; and

WHEREAS, As no one else has approached the County regarding this type of program and it is unknown how much demand exists, this Kayak Rental Program is being offered as a pilot project for the 2012 camping season and, if popular, could be renegotiated after 2012; and

WHEREAS, For the 2012 season, Administration proposes to allow the Charlebois the service with no payment to the County, however, insurance acceptable to Corporation Counsel will be required; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners authorizes a pilot kayak rental program for the 2012 camping season at Pinconning Park; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute any and all documents to implement this pilot program on behalf of Bay County.

DONALD J. TILLEY, CHAIR
AND COMMITTEE

Pinconning Park - Kayak Rental Pilot Program

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
Michael J. Duranczyk				Joe Davis				Tom Ryder			
Brandon Krause				Ernie Krygier				Christopher Rupp			
Vaughn J. Begick				Kim Coonan				Donald J. Tilley			

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____

VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

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**BAY COUNTY
BUILDINGS & GROUNDS DIVISION**

Thomas L. Hickner
County Executive

Richard C. Pabalis
Superintendent of Buildings & Grounds
pabalizr@baycounty.net

To: DONALD TILLEY
Chairman of Human Services

From: RICHARD PABALIS 
Superintendent of Buildings & Grounds

Date: MARCH 14, 2012

RE: MARKET LEASE

REQUEST:

Approve renewal of another three (3) year lease on the Market Restaurant & Farmer's Market.

BACKGROUND:

The Market & Restaurant have been leased by Militello's for numerous years. I spoke with them this week and they would like another three (3) year lease at the same rate for a total cost of \$17,168 per year.

ECONOMICS:

The County will continue to see revenue of \$17,168 per year for the lease of the property.

RECOMMENDATION:

Approve another three (3) year lease renewal with Militello's at the same rate as previously established with Corporation Counsel's review.

Cc: Mike Gray
Chuckie Militello
Marty Fitzhugh

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BAY COUNTY BOARD OF COMMISSIONERS

4/10/12

RESOLUTION

BY: HUMAN SERVICES COMMITTEE (3/20/12)

WHEREAS, The Consolidated Lease Agreement for the Bay County Market is up for renewal and the Militellos would like to continue the Lease for three years, maintaining the sixty-day termination clause for both parties. The Militellos have been at the Bay County Market site since 1961 and have operated the Market Restaurant since 1973; and

WHEREAS, The County will continue to see revenue of \$17,168 per year for lease of the property; and

WHEREAS, Administration recommends renewal of the Consolidated Lease Agreement for the Market Restaurant, Farm Market and Flea Market including:

- A three-year term
- Content of Board’s resolutions passed since 2001 included
- Annual rent for Farm Market: \$4,000
- Annual rent for Market Restaurant: \$3,168
- Annual rent for the Flea Market: \$10,000

RESOLVED That the Bay County Board of Commissioners approves renewal of the County Market Lease for a three (3) year term as outlined above; Be It Further

RESOLVED That the Chairman of the Board is authorized to execute said Lease on behalf of Bay County following legal review/approval; Be It Finally

RESOLVED That budget adjustments, if required, are approved.

DONALD J. TILLEY, CHAIR
AND COMMITTEE

County Market - Lease Renewal

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
Michael J. Duranczyk				Joe Davis				Tom Ryder			
Brandon Krause				Ernie Krygier				Christopher Rupp			
Vaughn J. Begick				Kim Coonan				Donald J. Tilley			

VOTE TOTALS:

ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
AMENDED _____ CORRECTED _____ REFERRED _____

-14-