



We will enhance community and quality of life through people, parks, and programs.

Grand Traverse County Parks and Recreation Commission
AGENDA
Thursday, May 11, 2017
Governmental Center, Commission Chambers, Second Floor
400 Boardman Avenue, Traverse City, Michigan 49684
5 p.m. Meeting

General Meeting Policies: Please turn off all cell phones or switch them to silent mode. Any person may make a videotape, audiotape, or other recording of this meeting. Standing equipment, cords, or portable microphones must be located to not block audience's view. If you require auxiliary assistance, please call 231-922-4780 or TDD 231-922-4412.

A. Pledge of Allegiance

B. Call to Order (Director)

C. Roll Call

D. First Public Comment

Any person shall be permitted to address the Parks and Recreation Commission, which is required to be open to the public under the provision of the Michigan Open Meetings Act, as amended (MCLA 15.261, *et. seq.*). Public comment shall be carried out in accordance with the following Board Rules and Procedures:

1. Any person wishing to address the Commission shall state his or her name and address.
2. No person shall be allowed to speak more than once on the same matter, excluding Commissioners' questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes. The Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.

E. Approval of/Additions to Agenda

F. Special Orders of Business/Presentations

G. Action on Consent Calendar

The purpose of the Consent Calendar is to expedite business by grouping non-controversial items to be dealt with by one Commission motion without discussion. Any member of the Commission, staff, or the public may ask that any item on the Consent Calendar be removed therefrom and placed elsewhere on the agenda for full discussion. Such requests will automatically be respected. If any



We will enhance community and quality of life through people, parks and programs.

May 18, 2017, 4 p.m.

Agenda Item E. Selection of Vendor for Medalie Roadside Park Livery-Light Concession Services

Background: To give patrons enhanced recreational access to the Boardman Lake and Boardman River and to increase revenue generated for Parks and Recreation, the Parks and Recreation Commission directed the Director to issue a request for proposals for services to be provided at Medalie Roadside Park during the summer season. The proposal asked for a vendor to provide:

- kayak rentals
- bike rentals
- standup paddleboard rentals (SUPs)
- “shuttle” service to other locations
- minimal concession sales such as water, sports drinks, snacks, with the possibility for expanding concessions products, to be approved by Director of the Parks and Recreation Department before sales commence

Three proposals were submitted in response to that request prior to the deadline on April 3, 2017, from Paddle TC, TC Ale Trail, and River Outfitters. The Business Development Team (BDT) of the Parks and Recreation Commission met twice to review the proposals so that it could make a recommendation to the full commission about vendor selection. During its special meeting on Tuesday, April 25, the BDT recommended selecting River Outfitters as the vendor to provide livery and concession services at Medalie Park. The Director made that recommendation on behalf of the BDT to the full Parks Board during its regular meeting on May 11. During that meeting, the Parks Board voted to table the item, then three commissioners requested, in writing, to hold a special meeting to select the vendor to provide livery and concession services at Medalie Roadside Park.

Instructions: As a reminder, a decision about selecting a vendor to provide services at Medalie Park must only be based on the criteria established in the request for proposals. In preparation for the May 18 special meeting, please:

1. review and rate each vendor’s proposal, using the corresponding rating sheet
2. total all of the points for each vendor, and include that total in answer to Question 6 on the rating sheet
3. bring your rating sheets to the meeting, where they will be collected by the Director at the close of the meeting.

Attachments for Review and Reference

1. Request for Proposals (RFP) Issued by Grand Traverse County Parks and Recreation	3
2. Rating Sheet for and Proposal Submitted by Paddle TC	6
3. Rating Sheet for and Proposal Submitted by River Outfitters	13
4. Rating Sheet for and Proposal Submitted by TC Ale Trail	20
5. Document Summarizing Vendors’ Responses to RFP	30
6. 2016 Agreement between River Outfitters and Parks and Recreation.....	32

Recommended Motion: Authorize Director to work with civil counsel to prepare an agreement for livery and light concession services at Medalie Park to be offered by River Outfitters during the summer seasons of 2017, 2018, and 2019.



1231 W. Civic Center Drive
Traverse City, Michigan 49686
231-922-4818

Request for Proposal (RFP) for Livery and Concession Services at Grand Traverse County Medalie Roadside Park

Services Being Sought (One Year; Multi-Year Will Be Considered)

Grand Traverse County Parks and Recreation is seeking proposals from vendors to provide the following recreational and concession services to the public at Medalie Roadside Park, at 1910 W. South Airport Road in Traverse City:

- kayak rentals
- bike rentals
- standup paddleboard rentals (SUPs)
- “shuttle” service to other locations
- minimal concession sales such as water, sports drinks, snacks, with the possibility for expanding concessions products, to be approved by Director of the Parks and Recreation Department before sales commence

Why Services Are Being Sought

Services are being sought to:

- give patrons enhanced recreational access to the Boardman Lake and Boardman River
- to increase revenue generated for Parks and Recreation **through a rental agreement** with vendor

About Grand Traverse County Parks and Recreation-Senior Center Network

The Grand Traverse County Parks and Recreation-Senior Center Network Department serves its community through recreational opportunities at its many diverse parks and senior center locations. The department, with the County Parks and Recreation Commission, oversees and acts as the steward for ten properties:

- Beitner Park
- the 45-acre Civic Center building and grounds, including Easling Pool and Howe Arena
- the Keystone Soccer Complex and Birmley Property
- Medalie Park
- Maple Bay Park and Natural Area
- Meyer Property
- Nature Education Reserve
- Power and Bassett Islands
- Twin Lakes Park
- VASA Trailhead

About Medalie Roadside Park

Medalie Roadside Park is a 15-acre public park, featuring a picnic shelter, indoor restrooms, a paved walking path, three overlooks/platforms, and a canoe launch site. The park is located on the south shore of the Boardman Lake, along the Boardman River, and is intersected by the TART Trail.

Vendor Requirements

- **Evaluation**

At the end of the contract term:

- a. provide the Parks and Recreation Commission with a written report of operations at Medalie Roadside Park, including number of participants served, items sold, and level of customer satisfaction with services being provided
- b. meet with the Parks and Recreation Department Director to discuss operations at Medalie Roadside Park

- **Facilities, Equipment, Expectations**

Use signage to be approved by Parks and Recreation Director at the entrance of the park within 50 feet of park sign, compliant with local ordinances.

A trailer or shelter may be used on property, if approved by the Grand Traverse County Facilities Management and Parks and Recreation Director.

Use canoe launch and the inlet/outlet to the immediate south of launch to launch canoes, kayaks, and standup paddle boards.

Be mindful of and monitor launch area for signs of erosion and immediately report such to the Parks and Recreation Director.

Be solely responsible for all equipment used in providing the services previously described.

- **Assumption of Risk and Insurance**

Assume all risk in performing work and services, and be solely responsible for any and all damages arising out of injuries to persons or property.

Maintain, at own expense, liability insurance coverage for all operations, products, use, and/or occupancy of the property, covering all aspects of personal liability, bodily injury, property damage, and death. Minimum limit of liability is \$2,000,000 per occurrence, and aggregate.

Provide satisfactory certificates of all insurance policies to the Parks and Recreation Commission prior to commencing any use or occupancy of the Premises.

Provide proof of Workman's Compensation Insurance for all employees. All employees who work at Medalie Roadside Park must be at least 16 years of age. All employees must be CPR-First-aid Certified.

Non-exclusivity

Parks and Recreation cannot guarantee exclusive rights to sell concessions on the Medalie Roadside Park property. Director will do his/her best to have any group or vendor with permission to sell food meet with chosen vendor to provide livery services to make any dual sales be as compatible as possible. Any

group/vendor wishing to set up food concessions of any type as part of an event will be directed to meet with the primary vendor (the vendor selected through this request for proposal process to provide services at Medalie Park) and the Parks Director within thirty (30) days in advance of event to make a formal request and proposal. Director is authorized to approve/decline such a request.

Qualifications of Vendor

Three written references/testimonials from other organizations that have used vendor's services.

Requirements for Proposal Preparation

The proposal submission will include:

1. letter of intent explaining why you would like to be awarded the contract and what you will bring as the primary vendor
2. organizational structure, indicating the CEO, COO, CFO, history/background of service, qualifications to provide services
3. proposal with a complete description of services to be provided, hours of operation, staffing, time frames, costs
4. proposed rental fee per season to rent the space at the park
5. description of how an end-of-season evaluation and operations report will be provided
6. proposed term of agreement (such as one year; one-year, renewable, subject to negotiation; or multi-year)
7. three testimonial statements from previous clients using your services
8. proof of insurance, as stated above

Contract and Award Process and Criteria

Proposals will be evaluated and reviewed by a panel of Grand Traverse County staff, based upon the criteria required in this RFP and how well the response to the criteria meet or exceed the services required.

Process Schedule

- Deadline for submissions: Monday, April 3, 2017, by 4:30 p.m.
- Review of proposals: April 3 through 12, 2017
- Contract award: Notifications by April 17, 2017

Deadline, Delivery, and Point of Contact for Grand Traverse County Parks and Recreation

By 4:30 p.m. on Monday, April 3, 2017, please submit sealed proposal (hard copy proposal packet), according to the criteria listed above, to this address during business hours (8 a.m. to 4:30 p.m.):

Medalie Park Livery and Concession Services
c/o Grand Traverse County Parks and Recreation Department
1213 W. Civic Center Drive
Traverse City, Michigan 49686

All proposals will be opened and recorded at 4:30 pm on Monday, April 3, 2017. Any submissions received after the deadline will be returned to the vendor, unopened.

Questions: Call 231-922-4511 or send an e-mail to kerickson@grandtraverse.org.



Rating Sheet: Proposals for Livery at Medalie Roadside Park

VENDOR: Paddle TC

Please carefully read each question, and answer it by rating each item following the question on a scale of 1 to 5, with 1 being “Poor”, and **5 being “Excellent”**.

1. How well does the proposal address the types of services being sought?

SERVICE	Poor					Excellent	NOTES
Kayak rentals	1	2	3	4	5		
Bike rentals	1	2	3	4	5		
Standup paddleboard rentals	1	2	3	4	5		
Shuttle service	1	2	3	4	5		
Minimal concessions with room to expand	1	2	3	4	5		
TOTALS							

2. How well does the proposal address the WHY services are being sought by Parks and Recreation?

WHY?	Poor					Excellent	NOTES
Give patrons enhanced recreational access to river and lake	1	2	3	4	5		
Increase revenue for Parks and Recreation through rental agreement	1	2	3	4	5		
TOTALS							

3. How well does the proposal address the vendor’s intent to provide an “Evaluation;” “Facilities, Equipment, and Expectations;” and “Assumption of Risk and Insurance”?

REQUIREMENTS	Poor					Excellent	NOTES
Evaluation -Provide written report of operations at end of season, including number served, items sold, level of customer satisfaction -Meet with Director to discuss operations.	1	2	3	4	5		
Facilities, Equipment, Expectations -Signage -Trailer or shelter, if needed -Use designated area as canoe launch and be mindful of erosion issues -Take responsibility for own equipment	1	2	3	4	5		

Assumption of Risk and Insurance -Assume all risk -Maintain and pay for liability insurance of \$2 million -Provide insurance certificates -Provide proof of Workman's Compensation Insurance for employees; all employees must be 16 or older and be CPR-First-aid Certified						
TOTALS						

5. Overall, how well did the vendor fulfill the proposal submission items/requirements listed below?

Proposal Submission Items/Requirements	<div>Poor</div> <div>Excellent</div>					NOTES
Letter of Intent	1	2	3	4	5	
Description of Organization	1	2	3	4	5	
Proposal Deliverables: Description of Services; Hours; Staffing; Time Frames; Costs	1	2	3	4	5	
Proposed Rental Fee	1	2	3	4	5	
Description of End-of-season Evaluation	1	2	3	4	5	
Proposed Agreement Term	1	2	3	4	5	
Three Written References/Testimonials	1	2	3	4	5	
TOTALS						

6. How does this vendor rank (total points)?

April 2, 2017

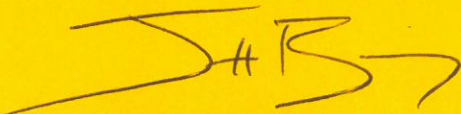
received 4/3/17
AE

Mrs. Erickson,

I am proposing a friendly kayak livery, to be located at Medalie Park in Traverse City. Customers will be able to rent a variety of items, ranging from kayaks and stand-up paddleboards ("SUPs") to bikes and other rentals. All of our products and services will promote the natural beauty of Traverse City. We want locals and tourists alike to enjoy Boardman River life just as much as we do. We hope to encourage people to get outside, be active, and take a break from their rapid-fire lifestyles to create some memories. We plan to offer a variety of scenic river trips. Our combined Kayak/Bike trips will cover multiple parts of the Boardman River and TART trails. Our livery will be clean and organized, and we are determined to provide our customers with exceptional service.

I believe that Medalie Park can be an excellent addition to Paddle TC. Also, when the Boardman Lake Loop trail gets completed we can help to increase the number of people biking around the lake.

Thank you for your consideration,



Jeffrey Bensley
Owner Paddle TC
231-941-9411

Operation of Equipment Rental at Medalie Park

Mission Statement:

To encourage others to be outside, active and create lifelong memories.

Proposal Summary:

Vendor Qualifications:

1. Number of years the Vendor has been involved in providing equipment rentals.

I, Jeffrey Bensley, have been providing equipment rentals and working in a customer service role in the watersports industry for 9 seasons.

Paddle TC - 1 season

TC Watersports - 3 seasons

Traverse Bay Parasail - 2 seasons

Beach Watersports - 3 seasons

Break N Waves - 1 season

2. List the companies that the Vendor has and now provides services for and contact person for each company along with a phone number.

Paddle TC LLC - A kayak and bike rental company

www.PaddleTC.com

Jeffrey Bensley Owner

Traverse City, MI 49684

TC Watersports LLC - A watersports tourism rental company

www.watersportsTC.com

Jeffrey Bensley and Saburi Boyer, Owners

Traverse City, MI 49685

Traverse Bay Parasail LLC - A parasail adventure company

www.parasailTC.com

Saburi Boyer, Owner

Traverse City, MI 49685

Phone: (231) 342-2918

E-mail: captainsaburi@gmail.com

Sugar and Grand Beach Resorts

www.tcbeaches.com

Justin Mortier, Area General Manager

Traverse City, MI 49686

Phone: (231) 629-2814

E-mail: jmortier@labellemgt.com

Proposed Hours of Operation:

The minimum hours of operation at our main location (Clinch Park) 11:00am to 5pm, although the kayak livery may be open earlier and close later (not to exceed 9pm) depending on rental need. Medalie Park location will be used as a unmanned stop for our river tours. When a customer rents or reserves online we take them up river in the van and then they kayak back to Clinch Park. The minimum season will include every day from the Saturday of Memorial weekend to the Monday of Labor Day weekend but will not exceed mid-May to the end of September.

Proposed Rentals, Equipment and/or Items and pricing to the public:

Currently offered:

Bike(s)

Single Kayak

Double Kayak

Stand Up Paddle Board

Raft/Water Mat

* For a detailed list of items and prices please see the attached sheet.

Proposed Schedule for Rentals:

Hourly rentals will be available during hours of operation. Trips will be scheduled to provide the maximum number of experiences for our customers.

Other Information:

Does the Vendor have replacement equipment for immediate use upon unforeseen breakdowns or vandalism?

Yes, replacement rental equipment is available for immediate use.

Number of years the Vendor has been in business as a Vendor under present name.

Paddle TC has been in business since 2016. TC Watersports has been in business since 2013.

End of Season Meeting:

At the end of the season I would be happy to have a meeting with Ryan Walsh or the county directory of parks and recreation. With our current contract through the city our end of season meeting is held with the director of parks and recreation.

Customer Testimonials:

The best way to read customer testimonials is probably to check out our google reviews online. This can be accomplished by going to www.google.com and typing in "Paddle TC Traverse City". There are currently 11 reviews posted.

Cost Proposal - Equipment Rental Services

Medalie Park: 2 year contract with a 1 year extension

Year One 2017: \$1,000/year

Year Two 2018: \$1,000/year

Year Three (extension) 2019: \$1,000/year

Is the Insurance Attached: No, but a certificate of insurance will be provided to the County upon approval of this bid. This commercial general liability insurance in the amount of \$1,000,000 per occurrence with the County being named as additional insured.

Submitted By:

Signature

Company Name

Name and Title (print)

Company Address

Phone

Fax

City,

State, Zip

Sole proprietorship/partnership/corporation

If corporation, State of incorporation

References

Justin Mortier

Area General Manager, Sugar Beach Resort
Traverse City, MI 49686

Phone: (231) 629-2814
E-mail: jmortier@labellemgt.com

Saburi Boyer

Owner, Traverse Bay Parasail
Traverse City, MI 49686

Phone: (231) 342-2918
E-mail: captainsaburi@gmail.com

Peg Wilcox

Asst. Principal (retired), Boyne City Middle School
Petoskey, MI 49770

Phone: (231) 838-6390
E-mail: pegmcnamarawilcox@gmail.com

Amber Laakko

Middle School Counselor
Traverse City, MI 49686

Phone: (231) 715-8959
E-mail: amberlaakko@yahoo.com

Brace Kern

BEK Law
Traverse City, MI 49685

Phone: (231) 492-0277
E-mail: kern@law-bek.com



Rating Sheet: Proposals for Livery at Medalie Roadside Park

VENDOR: River Outfitters

Please carefully read each question, and answer it by rating each item following the question on a scale of 1 to 5, with 1 being “Poor”, and 5 being “Excellent”.

1. How well does the proposal address the types of services being sought?

SERVICE	Poor					Excellent	NOTES
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Shuttle service	1	2	3	4	5		
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TOTALS							

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WHY?	Poor					Excellent	NOTES
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Increase revenue for Parks and Recreation through rental agreement	1	2	3	4	5		
TOTALS							

3. How well does the proposal address the vendor’s intent to provide an “Evaluation;” “Facilities, Equipment, and Expectations;” and “Assumption of Risk and Insurance”?

REQUIREMENTS	Poor					Excellent	NOTES
Evaluation -Provide written report of operations at end of season, including number served, items sold, level of customer satisfaction -Meet with Director to discuss operations.	1	2	3	4	5		
Facilities, Equipment, Expectations -Signage -Trailer or shelter, if needed -Use designated area as canoe launch and be mindful of erosion issues -Take responsibility for own equipment	1	2	3	4	5		

Assumption of Risk and Insurance -Assume all risk -Maintain and pay for liability insurance of \$2 million -Provide insurance certificates -Provide proof of Workman's Compensation Insurance for employees; all employees must be 16 or older and be CPR-First-aid Certified						
TOTALS						

5. Overall, how well did the vendor fulfill the proposal submission items/requirements listed below?

Proposal Submission Items/Requirements	<div>Poor</div> <div>Excellent</div>					NOTES
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Proposed Rental Fee	1	2	3	4	5	
Description of End-of-season Evaluation	1	2	3	4	5	
Proposed Agreement Term	1	2	3	4	5	
Three Written References/Testimonials	1	2	3	4	5	
TOTALS						

6. How does this vendor rank (total points)?

Received 4/3/17 KJE

The River Outfitters
221 Grandview Parkway
Traverse City, MI 49686

Grand Traverse County
1213 W Civic Center Dr.
Traverse City, MI 49686

To Whom it May Concern:

It is with great pleasure that we write to you today regarding business operations at Medalie Roadside Park. We intend to provide a new burst of activity at the park and to continue our proven track record of outstanding service to tourists and locals alike.

The River Outfitters of Traverse City is Northern Michigan's original Kayak, Bike, and SUP rental service. From our beginnings in Glen Arbor, on the banks of the gorgeous Crystal River, we've provided the best and safest recreation the region has to offer. In 2009, The River assumed rental and food services at the old zoo at Clinch Park. Upon renovations of the park, The River retained five accident-free years as the center of the most popular beach in the area, bringing a family-centered approach to our business. Now, under new organizational structure, we continue to operate from the warehouse at 221 Grandview Parkway, providing the best quality service on the Boardman. We believe that a location upstream would provide even better access to the parts of the river so often forgotten by downtown businesses, so often overlooked as valuable to our natural resources and economy as a whole.

With a Medalie Park operations hub, the higher reaches of the wild river become open to the enjoyment and protection of all. As the primary vendor, we will bring our many years of flawless, accident-free experience, a well-known and internet-optimized name to an important county park, and a lasting, mutually beneficial partnership with Grand Traverse County. Our increased business is an asset to the ground on which it's located; we believe we can have a big part in reviving the Logan's Landing area. Thus, we can bring better awareness to all County parks, and share some of what makes this area special with a broader audience.

Our business is structured as an S Corporation, with Mr. Fisher Sutherland as the CEO. Our financials are managed by Mr. Lloyd Philips, an accomplished CPA and financial advisor. Operations are managed by Mr. Mike Sutherland, the founder of the company, as well as by our returning seasonal employees.

At Medalie Park, we will offer the same great services as downtown:

- Hourly Bike rental, for the enjoyment of the new Boardman Lake Trail.
- Hourly Kayak and SUP rental, for the exploration of the backwaters of Logan's Landing and the delta of Boardman Lake.
- Half-day rentals for extended excursions on the Natural Education Reserve trails, into downtown and North up the Leelanau Trail.
- Full-day and weekly rentals for vacationers and locals.
- River trips, guided brewery tours, and up-and-back bike/kayak trips will also be mainstays of The River South.

We propose a staffed "hut" on the property, with at least one employee present from 10:00 am to 4:00 pm, seven days per week. We firmly believe in consistency; having a host at the site is vitally important to our goals. In the "shoulder-seasons", we will offer trips and rentals on an on-call basis, with our travel time to Medalie from downtown in less than 10 minutes.

We propose a one-time annual fee paid by The River to Grand Traverse County in an increasing 3-year lease format:

2017, Year one:	\$3000
2018, Year two:	\$4000
2019, Year three:	\$5000

After year three, we propose an evaluation of services, and the first rights to continue the lease at the year three rental amount for an additional three years.

At the end of each season, we will provide a written report of our activities for the year, including any issues or problems we encounter. This will be in the form of a letter hand-delivered to the Parks and Recreation offices. We will set the deadline and have the report for review by October 31st of each year

Rental Pricing

Kayak Rental Rates

- Single kayak rental – \$30 hourly, \$50 half day, \$75 full day, \$175 weekly
- Double Kayak rental – \$50 hourly, \$75 half day, \$100 full day, \$225 weekly

Boardman River Trips

- Hull Park (1 hour)
- YMCA (1.75 hours)
- Sabin Dam (2 hours)
- 40 to 60 per person

TART/Boardman Loop

- Hull Park (1 hour) \$55 adult, half price for child (\$50 for a personal tour guide)
- YMCA (2 hours) \$65 adult, half price for child (\$50 for a personal tour guide)
- Sabin Dam (3 hours) \$75 adult, half price for child (\$50 for a personal tour guide)
- Trip includes bike, helmet and kayak, paddles and life preservers, or stand up paddle boards.

Rates for Stand Up Paddleboards

- \$ 25 – hourly
- \$50 – 1/2 day
- \$75 for full day (Up to 24 hours)
- \$245 weekly

Bike Rates

- \$20 an hour
- \$30 half day (up to 4 hours)
- \$40 for 24 hours
- Tagalongs Bike \$10 an hour, \$20 half day, \$30 full day
- 2 Child Trailer \$10 an hour, \$20 half day, \$30 full day

Client Testimonials

"The staff is phenomenal. They are very service and customer oriented. They have a variety of self and unguided tours. We took an easy, beautiful 1 hour kayak trip when we arrived. We liked them so much we returned to rent bikes. We highly recommend them." - Honey from Houston, TX

"We rented 3 kayaks from here. The owner Michael, Fisher and his girlfriend Madison were awesome! Michael suggested what was best route for us with a 10 year old and a 6 year old. They are extremely friendly and helpful! We thoroughly enjoyed our experience with our kayaking trip!! Would highly recommend renting from this company if you want to rent bikes, stand up paddle boards, or kayaks." - Patti from San Fransico, CA

"I can not say enough good things about this establishment! We went on a Saturday on their KaBrew tour. This is a brewery tour using bikes and kayaks. The first leg of the tour was on bike and it was the longest portion we were on a bike for the entire tour. (It wasn't long at all). It was great to see parts of Traverse we hadn't seen before. Our guide was super friendly and did a great job of learning all of our names and connecting us with people in our group we didn't know. I appreciated that our group wasn't huge so we knew each other by the end of the tour and ended up hanging out after the tour was done! We were allowed to take our time at each brewery and what was also impressive is that we continued to see the owners along our route! They talked with us and made sure that things were going well. You don't often get that kind of personal attention. Our route changed a little when the owner thought it may get congested at the next brewery. The owner actually called a distillery and asked them to open early just for us so we were the only ones there! Just above and beyond! The kayak portion is not difficult and again is not too long. We are recommending this tour and company to everyone and will definitely go back! Amazing!!!" - Amy from Grand Rapids, MI

References

Pete Kirkwood, The Workshop Brewing Company 231.421.8977

Steve Largent, Grand Traverse Conservation District, 231.941.0960

Pam Darling, TART Trails, 231.941.4300



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Larkin Group 13900 S West Bay Shore Drive Traverse City MI 49684		CONTACT NAME: Kathryn Stone PHONE (A/C, No, Ext): (231) 947-8800 E-MAIL ADDRESS: kstone@larkingrp.com FAX (A/C, No): (231) 346-6111	
INSURED Fisher Waddell Inc dba The River 221 W Grandview Pkwy Traverse City MA 49684		INSURER(S) AFFORDING COVERAGE INSURER A MI Millers Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 14508	

COVERAGES**CERTIFICATE NUMBER:** CL1663019672**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ Excluded				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				PRODUCTS - COMP/OP AGG \$ 2,000,000	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
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						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Danemoe@gmail.com

Fisher Waddell Inc. dba
The River
221 W. Grandview Parkway
Traverse City, MI 49684

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Shawn Gregg/KSTONE

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Rating Sheet: Proposals for Livery at Medalie Roadside Park

VENDOR: TC Ale Trail

Please carefully read each question, and answer it by rating each item following the question on a scale of 1 to 5, with 1 being “Poor”, and 5 being “Excellent”.

1. How well does the proposal address the types of services being sought?

SERVICE	Poor					Excellent	NOTES
Kayak rentals	1	2	3	4	5		
Bike rentals	1	2	3	4	5		
Standup paddleboard rentals	1	2	3	4	5		
Shuttle service	1	2	3	4	5		
Minimal concessions with room to expand	1	2	3	4	5		
TOTALS							

2. How well does the proposal address the WHY services are being sought by Parks and Recreation?

WHY?	Poor					Excellent	NOTES
Give patrons enhanced recreational access to river and lake	1	2	3	4	5		
Increase revenue for Parks and Recreation through rental agreement	1	2	3	4	5		
TOTALS							

3. How well does the proposal address the vendor’s intent to provide an “Evaluation;” “Facilities, Equipment, and Expectations;” and “Assumption of Risk and Insurance”?

REQUIREMENTS	Poor					Excellent	NOTES
Evaluation -Provide written report of operations at end of season, including number served, items sold, level of customer satisfaction -Meet with Director to discuss operations.	1	2	3	4	5		
Facilities, Equipment, Expectations -Signage -Trailer or shelter, if needed -Use designated area as canoe launch and be mindful of erosion issues -Take responsibility for own equipment	1	2	3	4	5		

Assumption of Risk and Insurance -Assume all risk -Maintain and pay for liability insurance of \$2 million -Provide insurance certificates -Provide proof of Workman's Compensation Insurance for employees; all employees must be 16 or older and be CPR-First-aid Certified						
TOTALS						

5. Overall, how well did the vendor fulfill the proposal submission items/requirements listed below?

Proposal Submission Items/Requirements	<div>Poor</div> <div>Excellent</div>					NOTES
Letter of Intent	1	2	3	4	5	
Description of Organization	1	2	3	4	5	
Proposal Deliverables: Description of Services; Hours; Staffing; Time Frames; Costs	1	2	3	4	5	
Proposed Rental Fee	1	2	3	4	5	
Description of End-of-season Evaluation	1	2	3	4	5	
Proposed Agreement Term	1	2	3	4	5	
Three Written References/Testimonials	1	2	3	4	5	
TOTALS						

6. How does this vendor rank (total points)?

**Request for Proposal (RFP) for Livery and Concession Services at Grand Traverse County
Medalie Roadside Park**

Submitted by:

**Troy Daily
TC Ale Trail, LLC
129 E Front St.
Traverse City, MI 49684
231.288.7676
Troy@daily medias.com**

*Received 4/3/17
AE*

Intent

TC Ale Trail which consists of Paddle For Pints (paddleforpints.com) and Kayak, Bike & Brew (kayakbikebrew.com) would like to bid on Medalie Park for the 2017 season, and potentially multi-year.

TC Ale Trail will add tours that would start at this location for the kayak portion of the tour. Participants would ride bikes from our downtown location behind Pangea's Pizza or Create TC Lounge (formally InsideOut Gallery) and then launch kayaks from Medalie Park.

Our tours would consist of pedal up and paddle down. If participants didn't want to pedal they could be hauled up in our shuttle and dropped off to kayak back to our downtown location.

Qualifications

Paddle For Pints has been in business for the past 4 years. We have had over 10,000 participants in the past 4 years on this successful event. This event was just awarded the 2016/2017 Governor's Award for Tourism Experience. Paddle For Pints is sold out for 2017, 20 dates totaling 4000 people. Paddle For Pints has a 5-year license agreement with the City of Traverse City for the use of City parks for its events.

Kayak, Bike & Brew was launched in 2016 as an overflow to the sellout of Paddle For Pints. About 2800 people participated in KBB in 2016. In 2017 there are already over 1900 people who are pre-booked as of April 1, 2017. Kayak, Bike & Brew operates out of 2 locations, Pangea's Pizza and Create TC Lounge in downtown Traverse City offering up to 5 tours a day.

Structure

Troy Daily - Owner and CEO
Miles Prendergast - Manager
Jeremy Smith - Manager
Paul Bump - Guide
Anthony Ruggirello - Guide
Levi Martin - Guide
Dan Linsell - Guide
Paige Hamel - Guide
Noah Smith - Guide
Kylie Ricard - Summer Intern from Ferris State
Hannah Meogenbergg - Summer Intern from Ferris State

Description of Services

This location would create additional services and offerings for our growing business. Kayak, Bike & Brew for the 2017 year would be the primary user of this location.

Kayak and SUP rentals and tours would run out of this location. Kayak, Bike & Brew operates daily 10am - 8pm every day of the week May 1 - October 15. We would continue with these hours at this location as well. At least one staff member would meet or bring people up here to help them launch and safely enter the water. No person would enter the water without a staff member present. This locations would also offer bike rentals although due to its location would mainly focus on kayak and SUP rentals.

Our costs would consist of labor and a small shed to be placed on the park for storage, bike staging and extra equipment. A kayak trailer would remain on-site during the weekends for easy load and unload of kayaks to the launch.

When the Trail Loop is complete there will be more opportunity for expansion including rentals, events and year-round offerings like cross-country skis, snowshoes and more.

Proposed Rental Fee

TC Ale Trail would bid \$1,000 for the 2017 season. We would offer increase of \$500 per year after this up to a 5-year contract, agreeable by both parties and re-negotiable every year.

2017: \$1,000

2018: \$1,500

2019: \$2,000

2020: \$2,500

2021: \$3,000

TC Ale Trail is also a contributor to TART Trails and sponsors wayfinding signs on the trail. 2017 - 2019 contribution is \$1000 per year. TC Ale Trail has also been consulting with TART Trails on the usage, cleanups and events for the future Boardman Trail Loop Trail.

Testimonials

The attached testimonials were reference letters for the Governor's Award for Tourism Experience nomination in January 2017. Please check out Kayak, Bike & Brew Tripadvisor and our Facebook page reviews for participant testimonials.

Insurance

Attached

CERTIFICATE OF LIABILITY INSURANCE

03/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bonek Agency, Inc. PO Box 278 Suttons Bay, MI 49682-0278 Christopher E. Branson C.I.C.	CONTACT NAME: Christopher E. Branson C.I.C. PHONE (A/C, No, Ext): 231-271-3623 FAX (A/C, No): 231-271-6189 E-MAIL ADDRESS: chris@bonek.com														
INSURED TC Ale Trail LLC 129 E Front Street Traverse City, MI 49684	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : West Bend Mutual Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : West Bend Mutual Ins. Co.		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named Additional Insured for General Liability as respects 229 Garland St., Traverse City MI 49684.

CERTIFICATE HOLDER

CANCELLATION

ZEFFE-1 Zeff Enterprises LLC 717 Bloomfield Road Traverse City, MI 49686	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>CE Branson</i></p>
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THE FILLING STATION MICROBREWERY

624 Railroad Place Traverse City MI 49686 • 231.946.8168

January 9, 2017

To whom it may concern,

It is with great enthusiasm that I am writing in support of Paddle for Pints as a "Tourism Experience Presentation" nominee for the **2017 Governor's Awards for Innovative Tourism Collaboration**. As the General Manager/Owner of the Filling Station Microbrewery, I have had the pleasure of working Troy Daily and his Paddle for Pints staff for the last few years. During my two decades as an educator and restaurant manager, I have had the opportunity to be a part of many events, in many different capacities from volunteer to director. Keeping in mind all the talented people I have worked with, Troy and his team rank at the top of the list of people/organizations with whom I have collaborated with.

As a lifelong resident of the Traverse City Area, it has been amazing to witness and participate in the tremendous growth of the tourism industry in and around Traverse City. It because of the constant efforts to protect the beauty of this region, to bring new innovative opportunities through which visitors experience the area, and to work together with other local businesses, that the tourism industry has continued to grow. Paddle for Pints exemplifies the type of organization that contributes to all of these efforts.

The Filling Station Microbrewery sits adjacent to both the Boardman Lake and Boardman River. Just five years ago, you would rarely see more than a couple local residents paddling on the lake or down the river through town. Fast forward to this past summer, and you would have seen hundreds of visitor's enjoying these local treasures every week! By utilizing effective event development, advertising, communication, and leadership, Paddle for Pints has been able to establish a collaborative endeavor that includes multiple independent breweries as well as other local businesses including High Five Threads and Paddle TC, all while garnering the support and cooperation of local government agencies and the Boardman River Clean Sweep (an organization dedicated to keeping the river clean!). As a result of Paddle for Pints, area breweries truly see the benefits of working together to enhance the experience of all our guests... an experience visitors would not otherwise have had, and won't soon forget.

It is without hesitation that I recommend Paddle for Pints as a "Tourism Experience Presentation" nominee for the **2017 Governor's Awards for Innovative Tourism Collaboration**. Their dedication to delivering a unique and exciting experience for visitors to enjoy, to the continued success and growth of Paddle for Pints, all the collaborating business's and the tourism industry in the Traverse City area, make them very deserving of this recognition. Please do not hesitate to contact me with any further questions.

Sincerely,

Todd R. Klepper

General Manager

The Filling Station Microbrewery

todd@thefillingstationmicrobrewery.com



*Freshwater Beach Resort
Traverse City, MI*

January 2, 2017

Good day!

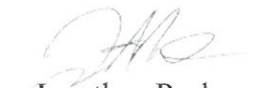
I'm writing this letter on behalf of Troy Daily and the Paddle For Pints event in Traverse City throughout the warmer months.

In the summer of 2015, my team and I noticed we were getting many calls and inquiries for an event known as Paddle For Pints. I quickly learned about the event and partnered with Troy Daily for 2016 as an official hotel sponsor, offering a package for his clients and our guests.

I couldn't be more pleased with the first-year of partnering with Paddle For Pints. I often analyze traffic and revenue coming from referring domains to our website. The Paddle For Pints domain generated over 600 views to our website and over \$3000 of revenue. This may not seem like a lot for our site that sees more than 170,000 visits a year, but the Paddle For Pints site was #8 of all referrals to our website (including outperforming the Michigan.org website), and I'm 100% sure we would have earned triple the revenue had we more availability for his clients when they called. This year, we have already been making reservations for a variety of 2017 dates in preparation for Paddle For Pints' announcement of dates. Bookings that are made prior to the announcement of an event are a key indicator to me and my team that it's a high-demand event for which we need to be ready!

Paddle For Pints has made a great impact in just two years. With the freshwater heaven we have here in Northern Michigan, I see Troy and Paddle For Pints becoming more impactful each year! If you have any questions, please feel free to reach out to me by phone at (231) 778-9001 or by email at jpack@cherrytreeinn.com. Have a great day!

For the love of hospitality,



Jonathan Pack
General Manager

2345 US 31 North · Traverse City, MI 49686 · (800) 439-3093

CherryTreeInn.com

Managed by Riley Hotel Group—RileyHotelGroup.com

Russell Springsteen
Right Brain Brewery
225 East Sixteenth Street
Traverse City, MI 49684



January 9, 2017

To whom it may concern,

I am writing in support of Troy Daily and his Paddle for Pints events. I have been a benefactor of his groups for the past couple of years. I estimate that in 2016, he brought about 5,000 people through my doors. The volume has pushed our sales to a new level. I enjoy working with him as he is very detailed. If he says he is going to do it, he does. The trust factor is huge. There are competitive groups, but they do not have his marketing ability and organizational skills making our collaboration abilities even stronger. His preparation for each event is second to none. You also have to consider the amount of revenue that he brings to hotels, campgrounds, restaurants and bars. I also am impressed by how many states are represented by Paddle For Pints. I personally card the crowd before serving them. One, to keep legal, but also to gauge how far his events reach. It is impressive. Our collaboration efforts with Paddle For Pints is bigger than any other event to date.

Please consider his nomination for Tourism Experience.

Sincerely,

A handwritten signature in dark ink, appearing to be "RS", with a long, sweeping horizontal line extending to the right.

Russell Springsteen
Right Brain Brewery

Rare Bird Brewpub
229 Lake Ave
Traverse City, MI 49684
231.93.2053
rarebirdbrew@gmail.com

1/9/17

Selection Committee
Governor's Award for Innovative Tourism Collaboration
c/o Julie Pingston
Greater Lansing CVB
500 East Michigan, Suite 180
Lansing, MI 48912

Dear Selection Committee,

I am writing to support the nomination of Paddle for Pints for the 2017 Governor's Awards for Innovative Tourism Collaboration. Paddle for Pints has created a unique connection between Traverse City's water resources and its local craft beer scene. Its exponential growth over the past four summers has mutually benefited local breweries as well as the greater Traverse City area.

People come to Traverse City for the "Up North" experience. During the summer, this often means getting out on the water, and enjoying craft beer. Paddle for Pints combines these activities by offering guided kayak tours on Traverse City's Boardman Lake, Boardman River, and West Grand Traverse Bay, with designated stops at as many as six breweries. As an owner of one of these breweries, we have welcomed the opportunity to participate in Paddle for Pints.

The benefit of our partnership with Paddle for Pints can be measured in dollars and jobs created. On otherwise slow afternoons, hundreds of paddlers arrive to eat, drink and enjoy themselves. In addition to increased sales, our brewpub has hired additional staff to accommodate these new patrons. Additionally, the collaboration between Paddle for Pints and local breweries has created unprecedented comradery among participating breweries.

Understanding the impact that this increased water traffic has on the environment, Paddle for Pints has proactively worked to mitigate its' impact by educating paddlers, organizing river clean-ups, and improving water access. As a local business owner, I appreciate and understand the importance of this water stewardship.

Paddle for Pints provides a unique tourism experience and should be strongly considered for this award. I look forward to our continued partnership over the summers to come.

Best Regards,



Nate Crane
Owner, Rare Bird Brewpub



1231 W. Civic Center Drive
Traverse City, Michigan 49686
231-922-4818

Comparison of Proposals Submitted for Livery and Concession Services at Grand Traverse County Medalie Roadside Park

SERVICES/WHAT PARKS AND RECREATION WANTS

- Kayak rentals
- Bike rentals
- Standup paddleboard rentals (SUPs)
- “Shuttle” service to other locations
- Minimal concession sales such as water, sports drinks, snacks, with the possibility for expanding concessions products, to be approved by Director of the Parks and Recreation Department before sales commence

TC Ale Trail’s Proposed Services:

- TC Ale Trail’s “Kayak Bike and Brew” business will add tours that originate in Medalie Park for the kayak portion of the tour: Participants will ride bikes from downtown location, then launch kayaks from Medalie Park (“pedal up and paddle down,” or “shuttle up and paddle down”), stopping at breweries along the way.
- Bike rentals, kayak, and SUP rentals from Medalie Park, too.

Paddle TC’s Proposed Services:

- Medalie Park will be an unmanned stop on TC Paddle River tours that originate downtown.
- When a customer rents or reserves on line, Paddle TC will shuttle customer to Medalie Park, and customer will kayak to Clinch Park.
- Not clear in Paddle TC’s proposal whether SUP and bike rentals will be available at Medalie Park.

River Outfitters’ Proposed Services:

- River Outfitters will offer hourly bike rentals to access to Boardman Lake Trail, and hourly kayak and SUP rentals to access Boardman Lake at Medalie Park, along with half-day rentals for extended excursions.
- River trips, guided brewery tours, and “up-and-back” bike and kayak trips also will be available from Medalie Park.

PROPOSED DAYS OF THE WEEK AND TIMES OF SERVICE

TC Ale Trail: May 1 through October 15, 10 a.m. to 8 p.m. every day of the week

Paddle TC: Memorial weekend through Labor Day weekend, not to exceed end of September. Hours will vary, no earlier than 11 a.m. and no later than 9 p.m.

River Outfitters: Seven days a week, 10 a.m. to 4 p.m.; start-end dates not identified in proposal.

PROPOSED STAFFING

Paddle TC: Staff, as needed, to shuttle back and forth from downtown location.

River Outfitters: Staff present in hut from 10 a.m. to 4 p.m., seven days a week.

PRROPOSED ITEMS TO BE KEPT ON PROPERTY

TC Ale Trail: Small shed for storage, bike staging, and extra equipment, plus a kayak trailer on-site during weekends for easy load and unload; equipment storage not addressed in proposal.

Paddle TC: None proposed, including equipment.

River Outfitters: Shed; equipment storage not addressed in proposal.

PROPOSED RENTAL FEES TO PARKS AND RECREATION

TC Ale Trail:

2017	\$1,000
2018	\$1,500
2019	\$2,000
2020	\$2,500
2021	\$3,000

Paddle TC:

2017	\$1,000
2018	\$1,000
2019	\$1,000

River Outfitters:

2017	\$3,000
2018	\$4,000
2019	\$5,000

Agreement Between: The Grand Traverse County Parks and Recreation Commission and the River Outfitters

This Agreement is entered into on June 1, 2016, between Grand Traverse County Parks and Recreation Commission (hereinafter referred to as the "Parks and Recreation Commission"), 1213 W. Civic Center Drive, Traverse City, Michigan 49686, and the River Outfitters, 221 W. Grandview Parkway, Traverse City, Michigan 49684.

1. The Parks and Recreation Commission enters into this Agreement with the River Outfitters so that River Outfitters may provide recreation and light concessions services, which are further described in this Agreement on the grounds, identified in Appendix A which is attached to this Agreement and incorporate by reference, at Medalie Roadside Park. Medalie Roadside Park property and its facilities are owned and operated by Grand Traverse County, and located at 1910 W. South Airport Road, Traverse City, Michigan 49686.

2. General Description

Medalie Roadside Park is a 15 acre public park, featuring a picnic shelter, indoor restrooms, a paved walking path, three overlooks/platforms, and a canoe launch site. The park is located on the south shore of the Boardman Lake, along the Boardman River, and is intersected by the TART Trail. The legal description of Medalie Roadside Park is:

NW ¼ SW ¼ SEC 14 T27N R11 W W of E Branch of said River EXC S 333' of NE ¼ SE ¼ SEC 15,
also EXC W 40' of S 333' and the S 18' of W 120' NW ¼ of SW ¼ SEC 14 EXC RD R/W

3. The intent of this Agreement is for the River Outfitters to lease designated space at Medalie Roadside Park so that River Outfitters may provide offer recreational and concession services to the public. River Outfitters agrees to provide the following services:

- kayak rentals;
- bike rentals;
- standup paddleboard rentals (SUPs);
- "shuttle" service to other locations;
- on-site bike repair;
- minimal concession sales such as water, sports drinks, snacks, with the possibility for expanding concessions products to be approved by Director of the Parks and Recreation Department before sales commence as further set forth in this Agreement;
- hosting events at the pavilion located at Medalie Roadside Park by reserving the pavilion ahead of time, following Parks and Recreation Department reservation procedures.

4. Length of Contract

The terms of this contract shall be for three months, June 1 through August 31, 2016, with an option for the River Outfitters to extend operation dates through September 2016 or through October 2016 with fourteen days (14 days) prior notice by the River Outfitters to the Director of the Parks and Recreation Director who may approve or disapprove the extension within the Director's sole discretion. This Agreement also may be renewed for an addition term or terms by mutual agreement of the Parties.

5. Evaluation

At the end of the contract term, River Outfitters agrees to provide the Parks and Recreation Commission with a written evaluation of the number of participants served, items sold, and level of customer satisfaction with services being provided. River Outfitters also agrees to prepare a written report of its earnings of its operation at Medalie Roadside Park and to meet with the Parks and Recreation Department Director to discuss its operation at Medalie Roadside Park.

6. Facilities and Equipment

River Outfitters will use kayaks/bikes/SUPs as signage at the entrance of the park within 50 feet of the park sign. All signage must be compliant with local ordinances. A trailer may be used, if approved by the Grand Traverse County Facilities Management Grounds Coordinator and Parks and Recreation Commission. River Outfitters will use canoe launch and the inlet/outlet to the immediate south of launch to launch canoes, kayaks, and standup paddle boards. River Outfitters will be mindful of and monitor launch area for signs of erosion and immediately report such to the Parks and Recreation Director. River Outfitters shall be solely responsible for all equipment used in providing the services provided in the above Paragraph 3 of this Agreement.

7. Assumption of Risk and Insurance

River Outfitters assumes all risk in performing work and services under this Agreement, and shall be solely responsible for any and all damages arising out of injuries to persons or property. River Outfitters shall maintain, at its own expense, liability insurance coverage for all operations, products, use, and/or occupancy of the property, including bodily injury and death. Minimum limit of liability is \$2,000,000 in combined single limit, bodily injury, and property damage coverage, per occurrence, and aggregate. River Outfitters shall provide satisfactory certificates of all insurance policies to the Parks and Recreation Commission prior to commencing any use or occupancy of the Premises. It is agreed that thirty (30) days' advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage, and ten (10) days' advance written notice for non-payment of premium will be mailed to the Parks and Recreation Commission at the address noted in the "Notice" section of this agreement.

River Outfitters shall also provide proof of Workman's Compensation Insurance for all of its employees. All employees of the River Outfitters working at Medalie Roadside Park must be at least 16 years of age. All employees must be CPR-First-aid Certified. All employees, even though they are agents of the River Outfitters, and not Grand Traverse County, shall conduct themselves in a professional manner so as not to cast a negative image upon the Parks and Recreation Commission.

8. Waiver

River Outfitters shall have all of its customers who use its services and rent its equipment at Medalie Roadside Park execute a waiver of liability releasing Grand Traverse County, its officials, agents, volunteers and employees from liability that may arise from the services River Outfitters will provide to the public at Medalie Roadside Park. River Outfitters agrees to provide to the Parks and Recreation Director a copy of the customer waiver for review prior to providing services, and agrees to revise the waiver, if requested by the Director. after consultation with the County's Civil Counsel and Grand Traverse County's insurance provider, Michigan Municipal Risk Management Association.

9. Food Handling Equipment Responsibilities

The River Outfitters will obtain any necessary licenses or certifications, as required by state and local laws, to provide concessions, and to meet or exceed the minimum standards required by the local Health Department.

10. Suggested Food and Beverages

All food and beverage items to be sold by River Outfitters must be approved by the Parks and Recreation Director. All prices of foods served by the River Outfitters must be approved by the Parks and Recreation Director. The River Outfitters is strictly limited to selling only food products. At no time will the sale of non-food items be permitted, unless with written approval of the Director.

11. Parks and Recreation Commission Obligations

The Parks and Recreation Commission agrees, as follows:

- A. Premises. Except as otherwise provided in this agreement, the Parks and Recreation Commission shall make available the grounds identified in Appendix A for the scheduled number of days and times.
- B. Maintenance of Premises. The Parks Commission shall work with the Grand Traverse County Facilities Management Department to maintain the grounds identified in Appendix A in good repair.
- C. Parks and Recreation Department Director. The Parks and Recreation Department Director shall be the immediate contact for all issues concerning this Agreement.

12. Financial Responsibility of the River Outfitters

The River Outfitters shall pay Parks and Recreation a sum of \$1,500.00 for rental of space at the grounds identified in Appendix A for its shed and equipment at Medalie Park through the end date of contract, with payment to be made on the date agreement is signed.

River Outfitters further agrees to pay Parks and Recreation a sum of \$500 for storage of its shed only at Medalie Roadside Park, in an area to be identified by County Parks Director and Facilities Management Grounds Coordinator, with payment to be made on the date agreement is signed. River Outfitters shall move shed at its own expense.

If River Outfitters conducts large events in accordance with this Agreement, it will share a percentage of sales with the Parks and Recreation Commission for each event conducted, as agreed to by both Parties. If concessions beyond water and snacks are implemented, River Outfitters will share a percentage of those sales with the Parks and Recreation Commission, as agreed to by both Parties.

13. Exclusiveness of River Outfitters

River Outfitters acknowledges that the Parks and Recreation Commission cannot guarantee that the River Outfitters will have exclusive rights to sell food at Medalie Roadside Park. The Parks and Recreation Director may give a user group permission to sell food for an event to be held at Medalie Roadside Park. The Director will meet with the River Outfitters prior to the event to discuss the event details.

14. Hold Harmless

To the fullest extent permitted by law, the River Outfitters agrees to defend, pay on behalf of, indemnify, and hold harmless the Grand Traverse County and its Parks and Recreation Commission, its elected and appointed officials, employees and volunteers, and others working on behalf of Grand Traverse County or its Parks and Recreation Commission, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Grand Traverse County or the Parks and Recreation Commission, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this agreement.

15. Force Majeure

The parties are not liable for failure to perform any obligation owed under this agreement if that failure is a result of an Act of God (e.g. fire, flood, and other natural disaster), war, government sanction, labor dispute, utility failure, or similar circumstance.

16. Non-exclusive Use of Park

River Outfitters shall make all reasonable efforts not to interfere with the use and enjoyment of common areas and non-leased areas of the facilities and grounds by the public or other user groups.

17. No Third Party Vendors

Parks and Recreation Commission shall neither solicit nor encourage any person or group who is not a party to this contract to engage in the sale of any goods, services, or promotions during the term of this lease, unless permitted by the Director.

18. Dispute Resolution

If there is any question or dispute between the Parties regarding the terms and conditions of this agreement, or the application of those terms and conditions, River Outfitters shall be represented by its program manager and two members of its board or, if no board, two persons actively involved in administering River Outfitters' organization, and the Parks and Recreation Commission shall be represented by its Director and two Commissioners. Failure to engage in discussions under this section shall itself be deemed a breach of this Agreement. Both Parties shall use best efforts to reach agreement in order to accomplish the objective of this agreement.

19. Assignment

River Outfitters shall not assign any right or interest in this agreement without the express, written consent of the Parks and Recreation Commission.

20. Destruction of Premises

If the premises shall be rendered unusable by fire or other casualty, the Parks and Recreation Commission shall make the premises usable as speedily as possible, and the fees charged to River Outfitters shall be suspended for each day the premises are unusable.

21. Default

This Agreement is granted on the condition that if, an event of default shall occur and then a default occurs, this Agreement may be terminated. An event of default shall occur if there has been: (1) a failure by River Outfitters to pay, when due, any amount to be paid to the Parks and

Recreation Commission; (2) a failure by River Outfitters to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Agreement; or (3) a failure by either party to comply with any other obligations or provisions of this Agreement. Following an event of default, either Party may send notice to the other of the event of default. The notice shall provide the breaching Party thirty (30) days to cure the default. In the event a default is not cured during the notice period then, upon the expiration of that period of thirty (30) days, a default shall exist. Causing default with the express purpose of terminating this agreement shall not deny the other party of any remedies available by law.

22. Remedies

If a default as defined above occurs, then the non-breaching Party shall, at its election, upon or concurrent with the giving of notice, have the right to terminate this Agreement and enforce remedies available pursuant to Michigan law.

23. Notices

All notices under this agreement shall be in writing and be sent by certified mail, addressed to the persons at the addresses indicated below, or at such other address as either party shall designate, in writing. A change in address may be effected by a certified letter sent by either party to the other. Unless the Parks and Recreation Commission gives notice to the contrary, all payments to the Parks and Recreation Commission under the terms of this agreement shall be made to the Parks and Recreation Commission at the address for the Parks and Recreation Commission set forth above.

Notices to Parks Recreation Commission:

Kristine Erickson, Parks Director
GTC Parks and Recreation
1213 W. Civic Center Drive
Traverse City, Michigan 49686

Notices to Vendor:

Michael Sutherland
River Outfitters
221 W. Grandview Parkway
Traverse City, Michigan 49684

24. No modification, alteration, or amendment to this Agreement shall be binding, unless in writing and signed by both parties to the agreement.

25. Rules and Regulations

River Outfitters shall follow all rules and regulations of the Parks and Recreation Commission (see Appendix B), and assist in enforcement of those rules and regulations as they pertain to all of its players, parents, spectators, coaches, administrators, and others associated with the program.

26. Other Laws and Regulations

River Outfitters shall comply with all laws and regulations, municipal, state, and federal now in force or which may become effective during the term of this agreement.

27. Alterations or Improvements

River Outfitters shall make no alteration or improvements to the premises without the prior written approval of the Parks and Recreation Commission. This includes the placement of any fastener (e.g., nail, screw, lag bolt, etc.) to any wall, floor, or ceiling.

28. Damages

River Outfitters shall return Premises at the end of each use and at the end of the term of this agreement in its original condition prior to the beginning of the term of this agreement, except for normal wear and tear. River Outfitters agrees to pay all damages to the Premises, occasioned by River Outfitters' use of the property, including that of its participants, volunteers, employees, spectators or others associated with the program.

29. Whole Agreement

This agreement constitutes the entire Agreement between the Parties, and shall be deemed to supersede and cancel any other Agreement between the Parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this agreement has been made or relied on by either party.

30. Severability

If any provision in this agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.

31. No Third Party Beneficiaries

The parties do not intend to confer any benefits on any person, firm, or corporation other than River Outfitters and the Parks and Recreation Commission.

32. No Waiver

The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver of that covenant or condition or of the right of either party to enforce each and every covenant and condition of this agreement. No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom the waiver is to be enforced.

33. Americans with Disabilities Act

Parks and Recreation Commission shall comply in all respects with Title III (public accommodations) of the Americans with Disabilities Act.

34. Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

35. Venue

By execution of this Agreement, the parties consent to venue in Grand Traverse County of any action brought to enforce the terms of this agreement or to collect any monies due under it.

36. Effective Date

The parties have signed this agreement in duplicate, and it shall be effective as of the day and year indicated in the opening paragraph.

37. Contract Termination

The Parks and Recreation Commission reserves the right to terminate this Agreement under the following situations:


- A. if the River Outfitters fails to carry the proper insurance, certificates, etc., listed above in this document;
- B. if the River Outfitters fails to meet the rules and regulations of the Health Department;
- C. if the Parks and Recreation Commission finds it necessary to terminate for convenience, the contract shall be terminated with two (2) weeks' written notice to the River Outfitters.

38. In witness whereof, the individuals signing below hereby acknowledge that they have been authorized by resolution of their respective governing bodies, a certified copy of such resolutions which are attached, to execute this Amendment to the Agreement on behalf of the County and the District:



Michael Sutherland, Owner, River Outfitters

7-1-16
Date



John Roth, Chairperson
Grand Traverse County Parks and Recreation Commission

6-3-16
Date

Contract Between: Parks and Recreation and the River Outfitters
Appendix A: Location of Shed and Equipment



Shed to be located directly across path from canoe launch.

Equipment to be placed under trees across path from shed, on shore of Boardman Lake.



Contract Between: Parks and Recreation and the River Outfitters
Appendix B: Parks and Recreation Park Rules



Grand Traverse County Parks and Recreation Commission Rules
Amended April 16, 2015

The following rules are promulgated by the Grand Traverse County Parks and Recreation Commission by authority conferred on the Commission by Act 261 of the Public Acts of the State of Michigan of 1965, MCL § 46.364, as amended, for the protection, regulation and control of its facilities and areas, and with the approval of the Grand Traverse County Board of Commissioners.

Section 1. Definitions.

- a. "Commission" shall mean the Grand Traverse County Parks and Recreation Commission.
- b. "County Park Property" shall mean all lands, waters and property administered by or under the jurisdiction of the Grand Traverse County Parks and Recreation Commission.
- c. "Director" shall mean the Grand Traverse County Parks and Recreation Director.
- d. "Person" or "persons" shall mean individuals, firms, corporations, or any group or gathering of individuals.
- e. "Camping" means the overnight lodging or sleeping of a person or persons in a tent, trailer-coach, vehicle camper, motor vehicle, or in any other conveyance erected, parked or placed on the premises.

Section 2. Unlawful acts generally. On lands owned or under the control of the department, it is unlawful for a person or persons to do any of the following:

- 1. To enter, use, or occupy County Park Property for any purpose when they are posted against entry, use, or occupancy, as ordered by the commission.

2. To dispose of refuse, rubbish, trash, or garbage not resulting from the use of county-owned lands in receptacles provided on Commission property.
3. To ignite any fire except within fireplaces, receptacles or open spaces designated and approved for such purposes by the Director.
4. To place or burn garbage within a designated fireplace, receptacle or open space designated and approved for the building of fires by the Director, or bury refuse, rubbish, trash, or garbage, regardless of its origin.
5. To use tobacco or smoke at the Grand Traverse County Civic Center. As used in this rule, the word "smoke" means any of the following:
 - (a) using a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product that is lighted, burning or heated;
 - (b) lighting a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product that contains tobacco, nicotine or any other related product;
 - (c) exhaling smoke or vapor from burning or heating tobacco, nicotine, or any other related product that is contained in a cigarette, e-cigarette, cigar, pipe or vapors-tanks-mods or related product.
6. To cause a noise disturbance, which is defined as sound created by human activity with or without the use of any device, which by reason of its volume, intensity, location, or time of day impairs the health, welfare, or peace of another person of normal human sensibilities. The following acts and activities are declared to be noise disturbances and are prohibited. This enumeration shall not be deemed exclusive.
 - a. The playing of any radio, television, phonograph, other sound reproduction device, or musical instrument in such a manner or at such a volume as to be sufficiently audible to annoy or disturb the quiet, comfort, or repose of persons in the vicinity.
 - b. The keeping of any animal or bird which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.
 - c. The use of any motor vehicle, in such a manner as to create a disturbing noise, including, but not limited to, the screeching of tires and the discharge into the open air of exhaust from the engine without a sufficient muffler.
 - d. Shouting or other raucous or boisterous behavior for an unreasonable length of time.

e. The use of a loudspeaker, public address system without a permit issued by the Director.

f. On the Meadows Trail at the VASA Trailhead Property, on lands owned and under the control of the department it is unlawful for a person or persons to do any of the following:

1. To operate an off-the-road motor-driven vehicle such as a minibike, motorcycle, dunemobile, snowmobile, converted snowmobile, amphibious vehicle, or any other motorized device, except on designated roads, trails, or areas posted for such use without proper written permission.

7. To place or erect a fence or barrier, to construct or occupy improvements, or to enclose the lands or obstruct the passage of another person or persons in any way from entering, exiting or using County Park Property without permission of the Director.

8. To peddle or systematically solicit business of any nature; distribute or post any handbills or other advertising matter or post signs without permission from the Director.

9. To paint, mark, or otherwise apply any chemical or **harmful** substance on any tree, rock, or any other land, water, structure or property without the permission from the Director.

10. To park vehicles of any type in areas posted as no parking; or, where designated parking areas exist, to park vehicles of any type in an area other than the designated parking area. If a motor vehicle is found parked on County Park Property, then the license plate displayed on the motor vehicle shall constitute prima facie evidence that the person who parked it there is the owner of the vehicle.

11. To camp on County Park Property unless approved and designated for such purposes by the Director and with an approved permit issued by the Director.

12. To store or leave property on county lands for more than 24 hours without written permission of the Director. This subdivision does not apply to lawfully occupied, designated camping sites when camping with a permit authorized by the Director.

13. To ride or lead a horse, pack animal, or other riding animal, or any animal driven vehicle on any area, except on roads that are open to the use of motor vehicles, trails, bridle paths, and campgrounds designated for such use by the Director.

14. To possess a dog without a leash or on a leash greater than six-foot in length except upon County Park Property open to hunting.

15. To enter or remain on County Park Property between the hours of 11:00 pm and 6:00 am unless the property is open for events between these hours.

16. To possess a firearm, bow and arrow, crossbow, trap or other instrument used for hunting or trapping of animals; or to hunt or trap on any County Park Property unless that property is open to hunting and/or trapping by Rule of the Commission.

17. To possess, consume, or offer for sale alcoholic beverages except in locations approved for such by the parks and recreation commission.

18. To refuse to comply with the above rules upon the demand of an authorized local enforcement officer; or to interfere with the officer's enforcement of the ordinance; or to retaliate against another who has made complaint of a violation of a park rule; or to interfere with an employee or agent of the Grand Traverse County Parks and Recreation Department while performing his or her official duties.

Section 3. Enforcement Officers. The Grand Traverse County Sheriff and deputies are authorized as local enforcement officers of this ordinance.

Section 4. Fines and Imprisonment. Any person violating any provision of the foregoing rules shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$100 and costs of prosecution, or imprisoned in the Grand Traverse County Jail for a period not exceeding 90 days or both, for each offense.

Section 5. Compliance with Other Laws. Nothing in this ordinance impairs or precludes a separate cause of action provided by statute or common law for conduct prohibited herein.

Section 6. Severability. The provisions of this ordinance are severable and if any part is declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall remain in force.