

Northville Parks and Recreation Commission
AGENDA
Wednesday, January 25, 2023
Northville Township Hall, 44405 Six Mile Road
Time: 6:30 p.m.

1. Call to Order

2. Roll Call: Mark Abbo Mindy Herrmann
 Brian Turnbull James Mazurek
 Scott Frush Barbara Moroski-Browne

Staff: Todd Mutchler, Mark Wollenweber, Debra Billbrey-Honsowetz, Shannon Coker

3. Citizen Comments – Limited to 2 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.

4. Adoption of Agenda and Consent Agenda

Consent Agenda items considered routine will be approved by one motion. There will be no separate discussion of these items unless a commissioner or citizen requests that the item be moved to the main agenda.

A. Approval of September, 28, 2022 and November 16, 2022 Meeting Minutes

5. New Members

6. Department Reports

A. Departmental Report – Programs & Events

B. P&R Update

7. Old Business

A. Fish Hatchery Parking Lot

8. New Business

A. Northville Soccer Association Agreement

9. Any other business or public comment for the Parks and Recreation Commission

10. Adjournment

Next Meeting – March 22, 2023

**Northville Parks and Recreation Commission
MEETING MINUTES
September 28, 2022
Northville Township Hall, 44405 Six Mile Road
Time: 6:30 pm**

1. **Call to Order:** Chair Abbo called the meeting to order at 6:36 pm.

2. **Roll Call:** Mark Abbo, Supervisor, Northville Township
Mindy Herrmann, Trustee, Northville Township
Barbara Moroski-Brown, City Council, City of Northville
Brian Turnbull, Mayor, City of Northville

Absent: Scott Frush, Trustee, Northville Township
Angela Jaafar, Board Member, Northville Public School District

Staff: Debra Bilbrey-Honsowetz, Interim Director
Todd Mutchler, Township Manager, Township Manager
Pat Sullivan, City Manager, City of Northville
Nathan Riley, Parks and Facilities Superintendent
Lindsey Boujoulian, Senior Services Supervisor

3. **Citizen Comments:** Limited to 2 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.

None.

4. **Adoption of Agenda and Consent Agenda:**
The Parks and Recreation Commission will approve the Consent Agenda by one motion. If discussion on an item is requested, that item will be moved to the main agenda.

CONSENT AGENDA

A. Approval of July 27, 2022 Regular Meeting Minutes

MOTION by Turnbull, support by Herrmann, to adopt the Agenda and Consent Agenda as presented.

Motion passed by voice vote.

5. Presentations:

A. Staff Introductions:

- Nathan Riley, Parks and Facilities Superintendent
- Lindsey Boujoulian, Senior Services Supervisor

Interim Director Bilbrey-Honsowetz reported that the Community Center had begun serving complimentary coffee and that the Community Center operating hours will be expanded in November to 8 am to 3 pm for drop-in activities and gathering.

B. 2022 2nd Quarter Report

MOTION by Turnbull, support by Herrmann, to receive and file the 2022 Second Quarter Report.

Motion passed by voice vote.

6. Department Reports:

A. Departmental Report - Surviving, Foundation, Thriving

Bilbrey-Honsowetz referred to the Departmental Report that was included in the meeting packet:

Phase One (Surviving):

- The department was currently in Phase One.
- The department had great employees but was lacking depth.
- Most of the department's active employees had six months or less on the job, but the Department continued to provide services, operate facilities, and plan projects during a significant learning curve.

Phase Two (Foundation):

- The Report included a list of items that had been identified for the Department to address.
- Items would be tackled strategically: 1st) safety considerations, then 2nd) regulations, and then 3rd) opportunities, while developing a master plan for the department, overseeing daily operations, and cultivating a new culture within the work environment.
- Every item might not be addressed during Bilbrey-Honsowetz' tenure; her goal was to develop and implement strategies to build a strong foundation for the Department.
- Strategies would be compliant with the Commission for Accreditation of Park and Recreation Agencies (CAPRA) so that in the future when the Department pursued accreditation, many of the standards would already have been met.

Phase Three (Thriving):

- Provide a Department that strategically delivers programs, services, and amenities for residents.

Bilbrey-Honsowetz explained that she did not have a specific timetable for the three phases, because many of the activities would be occurring simultaneously. She noted that she had committed a year to serve as the Interim Director in which to develop and build a foundation.

MOTION by Moroski-Browne, support by Herrmann, to receive and file the Departmental Report.

Motion Discussion:

In response to a questions from the Commission, Bilbrey-Honsowetz made the following points:

- The search for a new director would actively start after Department needs were understood and the attributes and skill sets for a new director were identified.
- She was impressed with the level of teamwork and cooperation that she observed daily.
- There were Department specific policies and procedures such as emergency management procedures that needed to be put in place soon.
- There was an opportunity for growth in both parks and amenities, and services for residents.
- The needs of residents should be identified and strategically addressed.
- The most identifiable gap in service was in the area of senior programming. A new supervisor was in place but time would be needed for a learning curve, and to roll out programs and services in a thoughtful manner.
- There were opportunities for more outdoor adventure-type activities.
- More time was needed to evaluate services; ensuring community feedback was very important.

Commissioner Moroski-Browne spoke to the importance of programming services and providing amenities, as well as bringing the community together with those programs and services. Underlying everything was the need for an effective foundation of policies, procedures, risk management, and training.

Motion passed by voice vote.

B. P & R Update

Director Billbrey-Honsowetz referred to the Northville Parks & Recreation Update that was included in the meeting packet, and noted the following additions:

- Brand Guidelines: The in-house communications team had prepared a guide for the use of the Northville Parks & Recreation logo to ensure quality and consistency in use.
- The Department would update their reports, effective in January, to better communicate the number of lives that were impacted by Department programs, including the use of facilities and amenities. Examples were drop-in totals at the facilities, and admissions to the dog park. Commissioners were encouraged to make suggestions of types of data they would like to see.

MOTION by Moroski-Browne, support by Herrmann, to accept and file the P & R Update.

Motion passed by voice vote.

7. Old Business:

A. Fish Hatchery Park parking lot

Fishbeck will provide conceptual plans and estimates for the parking lot. The Fish Hatchery Park parking lot subcommittee will review the plans and establish a course of action. The drainage under the parking lot was being addressed. The new playground structure had been ordered.

B. Ford Field Master Plan Update

- Four proposals had been received.
- A review committee had been established; reviews will be completed by October 10, with interviews occurring November 3-4. A recommendation was scheduled to go to City Council on December 5.

C. Archery - Grant update

- The grant was for an archery park at Marv Gans Community Park; the grant was a US Fish and Wildlife Service grant administered by the Michigan DNR.
- The grant was applied for pre-Covid, and was confirmed to still be available.
- The US Fish and Wildlife Service and the Michigan DNR were working through some administrative items, but hoped to release grants soon.
- The grant was a 75%/25% match; the estimated grant amount was ~\$190,000.

8. New Business:

A. Cricket

Requests were trending upward to play cricket on existing fields; there was no specific cricket field. The Department was tracking requests and usage.

B. 2023 Meeting Dates:

2023 Meeting Schedule was included in the meeting packet. Meetings were proposed for the fourth Wednesdays of January, March, May, July, and September, and the third Wednesday of November.

MOTION by Herrmann, support by Turnbull, to approve the 2023 Meeting Schedule as proposed.

Discussion:

Meeting times conflicted with the City's Brownfield Redevelopment Authority meetings. Chair Abbo

thought both meetings could be accommodated by adjusting Parks and Rec Commission meeting times, if necessary.

Motion passed by voice vote.

2023 Meeting dates will be:

January 25-

March 22

May 24

July 26

September 27

November 15

9. Any other business or public comment for the Parks and Recreation Commission

Turnbull noted that two tennis courts at Fish Hatchery Park had been painted for pickleball, and that painting more courts might be a consideration in the future.

Herrmann pointed out that a recent resurfacing of the tennis courts at Fish Hatchery Park was failing. She wondered when the resurfacing took place, what exactly was done, and how much it cost. What was an acceptable duration for resurfacing to last? Bilbrey-Honsowetz will follow up relative to providing that information.

10. Adjournment:

MOTION by Turnbull, support by Herrmann, to adjourn the meeting at 7:10pm.

Motion passed by voice vote.

Northville Parks and Recreation Commission
MEETING MINUTES
November 16, 2022
Northville Township Hall, 44405 Six Mile Road
Time: 6:30 pm

1. **Call to Order:** Chair Abbo called the meeting to order at 6:30 pm.
2. **Roll Call:** Mark Abbo, Supervisor, Northville Township
Scott Frush, Trustee, Northville Township
Mindy Herrmann, Trustee, Northville Township
Angela Jaafar, Board Member, Northville Public School District
Barbara Moroski-Brown, Mayor Pro-Tem, City of Northville
Brian Turnbull, Mayor, City of Northville

Absent: None

Staff: Debra Bilbrey-Honsowetz, Interim Director
Todd Mutchler, Township Manager, Township Manager
Pat Sullivan, City Manager, City of Northville
Nathan Riley, Parks and Facilities Superintendent
Lindsey Boujoulian, Senior Services Supervisor

3. **Citizen Comments:** Limited to 2 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.

None.

4. **Adoption of Agenda and Consent Agenda:**

MOTION by Turnbull, support by Herrmann, to adopt the agenda and consent agenda.

Motion passed by voice vote.

5. **Presentations and Public Hearing:**
 - A. **2023 Parks and Recreation Budget - Debra Bilbrey-Honsowetz**
6. **Public Hearing**
 - A. **Proposed 2023 Parks and Recreation Department Budget**

Chair Abbo suggested combining Agenda Items 5 and 6, and asked for a motion to open the public hearing.

MOTION by Herrmann, support by Frush, to open the public hearing for discussion of the budget.

Motion passed by voice vote.

Referencing the 2023 Annual Budget and Financial Plan, Interim Director Bilbrey-Honsowetz made the following points:

- The increase in personnel services included one park supervisor and one recreation specialist; both had been approved earlier in the year. There was also an increase represented by the marketing specialist; 20% of the marketing specialist workload was being assigned to Parks and Recreation.
- Proposed purchases included:
 - \$100,000 to update the department master plan.
 - Fifteen computer replacements
 - Router and Comcast service for Hillside internet access.
 - Transportation management system which included software, tablets for drivers, and wi-fi service
 - Replacement of two utility vehicles.
 - New Ford Ranger or other vehicle of the same size.
 - Bleacher replacement at Hillside
 - Furniture and furnishings for the Crow's Nest at Hillside
 - Staff cubicle replacement
 - Carpet cleaning and painting at the Community Center.

Bilbrey-Honsowetz thanked Heidi LaFever for her work on the budget. Some adjustments were made, including a best guess for 2023 staff wages, but the department was being revitalized and it was possible a budget amendment for higher staff capacity would be requested in 2023.

The P&R budget would utilize about half a million dollars out of the fund balance. The fund balance was \$3.2 million as of September 30.

Bilbrey-Honsowetz distributed a draft policy for Fund Balance Strategy. The draft policy would be a discussion item at the January meeting, and Finance Director Hillman would be attending that meeting to participate in the discussion.

Discussion

- The Commission needed to decide how recreation was funded generally. There needed to be a balance between how much of the program costs are funded by user fees, and how much are funded by City and Township contributions.
- The estimated fund balance for 2022 was ~\$2.7M; the actual current fund balance was \$3.2M.
- The question asked in the draft policy fund balance strategy regarding what percentage of expenditures should be maintained in the fund balance was an important one.
- Parks and Rec needed to have a strategy that ensured that there were funds to pay for desired programs and parks maintenance without putting an undue strain on the City's or Township's budgets, or requiring user fees of residents.
- Long-term planning – at least a 5-year plan – was critical. A 5-year plan could include operation and management of Legacy Park improvements in the Township, and the River Walk and the new Central Park proposed as part of The Downs development in the City.
- Were there programs and activities that weren't being offered that should be offered? How did Parks and Rec prioritize the services and amenities it offered?
- It was important to ask the residents what they would like.

- With current interest rates at 4% for Treasury bills, investing \$3M would net over \$100K per year.

Chair Abbo opened the meeting to public comments. As no public indicated they wished to speak, the following motion was offered:

MOTION by Turnbull, support by Herrmann, to close the public hearing.

Motion passed by voice vote.

Chair Abbo moved to agenda item 9.A.

9. A. Resolution to Adopt 2023 Parks and Recreation Department Budget

MOTION by Herrmann, support by Moroski-Browne, to adopt the 2023 Parks and Recreation Department Budget.

Motion passed by voice vote.

7. Department Reports:

A. 2022 3rd Quarter Report

B. Parks & Recreation Update

Referencing her Director’s Update, Bilbrey-Honsowetz reported on the following:

- Bridget Renwick started as Recreation Superintendent on October 4.
- There continued to be challenges with senior transportation. One driver submitted their resignation and the other drivers have limited availability. Options were being explored to provide senior transportation but finding new employees was difficult and service might have to be amended.
- There were issues with the boilers at the community center. A contractor was in the process of evaluating the boilers; an unscheduled replacement might be necessary.
- Parks and Recreation received a \$10K donation from St. Mary Mercy Trinity Health this year to help fund senior transportation. Bilbrey-Honsowetz has reached out to the donor to ensure compliance with the donor’s reporting needs and to determine if they would be willing to donate again in 2023. A meeting has been scheduled with St. Mary’s to discuss possible opportunities.

It came out in discussion that Providence has also donated \$10K in the past; Bilbrey-Honsowetz will follow up on this.

- Parks and Recreation was continuing to improve their marketing and regularly reviewed social media analytics to improve engagement. The goal was to create an easily identified brand that attracted residents as their first choice go-to for recreational needs.
- INSPIRE magazine was being modernized.
- Bilbrey-Honsowetz had applied to attend the National Parks and Recreation Director Summit, held in October in Tucson. She was one of 50 applicants selected to attend the

conference at no cost to the department. The conference was well-organized and meaningful.

- Bilbrey-Honsowetz thanked the Commission for their patience and support as the new staff navigated through their learning curves. The staff was working hard and had experienced some victories, and the department was on the right path.

MOTION by Herrmann, support by Jaafar, to receive and file the 2022 3rd Quarter Report and Parks and Recreation Update.

Motion passed by voice vote.

8. Old Business:

A. Fish Hatchery Park

Fishbeck will provide concept plans and estimates for the parking lot. The Fish Hatchery Park parking lot subcommittee will review the plans and establish a course of action. There would be an on-site meeting with Fishbeck on November 18. Drainage will be addressed.

B. CAPRA Accreditation

- CAPRA (Commission for Accreditation of Parks and Recreation Agencies) is an authoritative assessment tool for parks and recreation agencies. Accreditation is a good way to demonstrate that your agency and staff provide the community with the highest level of service by compliance with national standards.
- There are 154 standards, with 36 fundamentals that must be complied with, and 118 additional standards that must have 90% compliance.
- There are 197 accredited agencies nationwide, with only three accredited agencies in Michigan: Canton, Novi, and Independence Township.
- Bilbrey-Honsowetz led Canton through the accreditation process and found the process helped the department develop policies and procedures, helped with staff training, and helped with the overall delivery of services to the community.
- The Department had submitted the preliminary application for agency accreditation, but after discussing the matter with CAPRA, had formally withdrawn from the process. Department changes would be CAPRA-compliant, but it was recommended that the permanent director should pursue the application.

C. Ford Field Master Plan Update

- December 6 and December 8 were target dates for interviews with potential consultants for the Master Plan Update.

9. New Business:

A. Resolution to Adopt 2023 Parks and Recreation Department Budget.

This agenda item was acted on above, after agenda Item 6.A.

B. Draft Fund Balance Strategy

This agenda item was discussed under agenda Item 6.A.

C. Draft Policy Index

Bilbrey-Honsowetz distributed a draft index of policies. The document used Canton's index of policies as a template. The intent was to systematically create and/or adjust policies. There were operational policies that could be updated departmentally, and formal policies such as code of conduct and suspension policies that would require Commission approval. Formal policies were highlighted in yellow; operational policies made up the rest of the items.

10. Any other business or public comment for the Parks and Recreation Commission

City Manager Sullivan said that a resident who lived in the house just north of Cabbagetown Park on Carpenter Street was caring for a sick parent, and they wanted to utilize the present garage, which is right on the property line of Cabbagetown Park, as a suite for the parent. If they did that, they would not have a garage, and so they would like to build a garage in their backyard. However, their current wall is 5' off the wall for Cabbagetown Park, and they were asking if they could trade 3' from Cabbagetown Park for a length of 70' for the driveway, and then for the next 70', give the Park 3' of their property, for an even swap of ~200 sf.

The City owned the park and the property, so this request will go to City Council. If City Council approves the swap, does the Commission want the swap to come back to the Parks and Recreation Commission? Or could the City work with Bilbrey-Honsowetz to make sure the swap does not interfere with the park?

Commissioners indicated that they did not object to the plan and supported the City working with Bilbrey-Honsowetz to resolve any issues.

Mayor Turnbull noted that this was City Manager Sullivan's last Parks and Recreation Commission meeting and thanked him for working tirelessly for sixteen years.

Mayor Turnbull also noted that it was Commissioner Jaafar's last Parks and Recreation Commission meeting and thanked her for her service, and for her representation of the School Board on the Commission.

10. Adjournment:

MOTION by Sullivan, support by Frush, to adjourn the meeting at 7:15pm.

Motion passed by voice vote.

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**2023 FACILITY RENTAL AGREEMENT FOR
NORTHVILLE SOCCER ASSOCIATION**

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This Agreement is made effective as of the 26th day of January 2023, by and between NORTHVILLE SOCCER ASSOCIATION (NSA), and the NORTHVILLE PARKS AND RECREATION DEPARTMENT (NPR).

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WHEREAS, NSA is an Michigan organization organized to promote youth sports activities through the operation of its youth soccer program; and

WHEREAS, the NPR is the administrator of certain public park amenities known as “Marv Gans Community Park” and “Millennium Park”, and hereafter referred to as the “Facilities and or Fields”; and

WHEREAS, NSA and NPR desire to enter this agreement with regard to use the Marv Gans Community Park fields 1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15 & Millennium Park fields 3, 8 (MP field #3 Saturday and Sundays only, Monday – Friday use requires prior approval from NPR.) Marv Gans Community Park 12 also requires prior approval from NPR, Monday - Sunday.

NOW, THEREFORE in consideration of the promises and the mutual covenants and obligations contained herein, the parties agree as follows:

I. Term

A. This Agreement shall be for a term of one (1) season beginning April 1, 2022, pending field conditions as determined by the Parks and Facilities Superintendent, and ending October 31, 2022, subject to extension for weather delays, but in no event beyond November 15 (the “Contract Term”). It is understood that league schedules dictate the beginning and ending of seasons.

B. This agreement may be renewed at the option but not the obligation of the parties for additional like terms, conditioned upon the following: If not in violation of any obligation hereunder, NSA shall be given the option to renew this agreement upon such terms and conditions mutually approved by NPR and NSA no later than January 15, 2023.

C. If either party should desire to cancel this agreement, it shall do so by giving written notice to the other party prior to April 1st of the year for which the cancellation is requested. This contract is deemed cancelled if not renewed in writing.

D. That NSA shall provide the following information to NPR by the following dates:
1. Two weeks after WSSL Recreational Season starts for the spring season (but no later than 4/1) and the fall program (but no later than 9/1) the following shall be transmitted in an electronic format by email to the Director or representative of NPR: list of all players and parents, including, first name, last name, address, email address, and phone numbers for all players registered for each of the spring and fall sessions, respectively. In addition, the player information shall indicate the player’s residency; specifically indicating whether they reside in Northville, City or Township, or other, with other specified. The same information for all players registering thereafter to be provided by the later of 5/1 and 10/1, respectively, or when registered.

2. During the Contract Term provide access to the NSA website to the Director of NPR for the following: completed registration forms, signed medical release forms, signed parent consent forms, schedules, and information regarding coaches.

3. 1/15 – current organizational by-laws and any amendments, if changed from the prior year.

4. 1/15 – proof of insurance and indemnification including additional insurance coverage (City, Township and Parks and Recreation) with coverage for the Contract Term.

5. 1/15 – financial report of all expenditures and revenues for the previous calendar year (including a balance sheet).

6. 1/15 – annual operating budget for current calendar year.

7. 1/15 – list of current officers and board members with addresses, phone numbers and email addresses, if changed from the prior year.

8. 1/15 – provide a letter from the NSA President on official NSA letterhead stating that criminal history background investigations were performed and completed on all NSA coaches and assistant coaches before being assigned to coach a team and that all assigned and assistant coaches have received approval by the Michigan State Youth Soccer Risk Management (Gotsoccer.com).

9. 4/29 – a copy of form 990 filed with Internal Revenue Service for the previous calendar year .

10. During the Contract Term, cooperate with and provide NPR, upon request, with information and reports involving any accidents, complaints, investigations and lawsuits involving NSA, NPR or the fields and facilities used by NSA.

11. NPR will only use the information provided by NSA for NPR purposes and parent and player information will not be sold or transferred to third parties for advertising purposes. NPR will not disclose NSA information to third parties except as required by law or court order.

In the event the above information is not furnished by the dates specified above, this agreement and/or any approved extension shall be automatically cancelled without further notice or penalty.

II. Use of Facilities

A. During the Contract Term (pending upon field conditions as determined by the Parks and Facilities Supervisor), NSA shall have the right to use of the NPR Fields (Community Park #1, 2, 3, 4, 8, 9, 10, 11, 13, 14, 15 and Millennium Park #3, 8) as assigned by NPR, for team practices, regular season, league playoffs, league tournament and make-up games for all NSA approved house and travel teams. NSA shall have the right to use field # 3 at Millennium Park (Saturday and Sundays only); weekday use (Monday – Friday) on Millennium field #3 requires prior approval from NPR. At any time the fields are not in use by NSA, NPR reserves the right to assign such fields to other associations, organizations or programs. It is understood that NPR programs, Northville Public Schools and certain community events are scheduled in advance of the release of Fields to NSA. NPR will provide NSA with a list of these events by February 15th for the spring season and by June 1st for the fall season. It is understood by and between the parties hereto that those programs and events scheduled in advance of the release of the fields to NSA shall take priority to any NSA events. NSA will provide NPR their spring schedule by April 1st and their fall schedule by September 1st, with weekly updates throughout each season.

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If NSA should desire to use NPR soccer fields or non-soccer related fields such as lacrosse, baseball, etc. for non-league activities, such as tournaments, tryouts, or for special events, clinics or programs, NSA shall make a request to NPR with 60 day advance notice and will be subject to Facility availability. Expenses associated with the Northville Cup Tournament shall be charged by actual expenses and invoiced after the tournament by NPR. The expenses associated with all other tournaments shall be charged by actual expenses, including an additional fee of \$ 1,000.00 per tournament, and invoiced after the tournament by NPR.

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B. NSA understands and agrees that NPR will maintain a master schedule for the Fields.

C. NSA understands and agrees that at times weather and/or field conditions may result in NPR denying or canceling the use of Facilities/Fields on dates for which prior approval had been granted. NSA understands that the Park and Facilities Supervisor has the authority to deny or cancel use of the fields. The Park and Facilities Supervisor or their designee will make all determinations on field closures. Weather related closures will be made by 2:00 p.m. on weekdays and by 6:30 a.m. on weekends. Weather will be monitored beyond the determination times if necessary. NPR will work with NSA to reschedule and resolve any weather related scheduling conflicts.

D. NPR shall at all times have the right to inspect its facilities and fields being used by NSA and all NSA sponsored activities related to the use of such facilities and fields.

III. Field Restoration

At the conclusion of every fall soccer season, the Department of Parks and Recreation in conjunction with representatives from NSA will re-evaluate current field conditions to determine which fields are in need of restoration. There shall be no more than three (3) fields restored and rested each season. Field restoration may begin at the conclusion of the spring or fall soccer season. These fields may be closed for use until the following season, if necessary. Field restoration will include;

- 1) Seeding
- 2) Topdressing/Sand Maintenance
- 3) Aerating
- 4) Equipment Rental
- 5) Labor

NPR will cover normal field restoration costs up to \$10,000. If total annual Project Expenses exceed \$10,000 NPR will consult with NSA about additional planned expenses. If NSA agrees to proceed with the project, NSA will reimburse NPR for 85% of the additional project costs above the initial \$10,000 A detailed cost breakdown will be submitted to NSA along with the invoice for any field restoration work.

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IV. Responsibilities of NSA

- A. NSA shall pay NPR the sum of \$131,520 for the 2023 season, as follows:
1. Due 4/1/23 for the period of April 1, 2023 – June 30, 2023 - \$65,760.
 2. Due 9/1/23 for the period of July 1, 2023 – October 31, 2023 - \$65,760.

3. Due 4/1/23 - In lieu of a rate increase NSA agrees to pay \$3,950 for repair and improvement of soccer goals and nets.

B. Any other NSA requests for field improvements above and beyond the field restoration project or soccer goal purchase will be handled as a “Facility Improvement Project” and will be submitted to Northville Township in writing. These improvements will be quoted separately by NPR for NSA approval for financial reimbursement, prior to any work commencing.

C. If it is recognized by the parties hereto that the purpose of this agreement would be frustrated if local, state or federal regulations, laws or guidelines prohibit the use of the fields for the purposes of soccer practices and games. In the event that any such regulations, laws or guidelines prohibit or substantially restrict the use of the fields for that purpose, the parties hereto agree the amount due under IV. A. shall be prorated based on the amount of field use actually conducted by NSA, plus any incurred costs.

D. NSA will adhere to all local, state, and federal guidelines related to health and safety for youth sports activities and events.

E. NSA shall furnish NPR with a complete game and practice schedule for each league season. A final schedule shall be provided as soon as possible prior to start of each season. The schedule may be adjusted as the season progresses and will serve as a guide for maintenance of the Facilities. Master schedules shall incorporate the blackout dates provided by NPR under Section IIA before being distributed to teams.

F. NSA agrees to provide NPR with a minimum of 48 hours’ notice for all scheduled make-up games. Field availability is based on approval of prior events and schedules.

G. NSA shall not discriminate against any person or persons because of race, color, religion, sex, height, weight, marital status, disability or national origin.

H. NSA shall make every effort to keep Facilities clean and to inform players and coaches to place trash in provided receptacles.

I. NSA shall not engage in any business at NPR facilities or perform any activity that shall be in violation of any existing state or federal law or municipal ordinance. NPR reserves the right to exclude any individual or group from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to community interests. The NSA hereby consents to the exercise of such authority by NPR over its members, officials, agents and members.

J. NSA shall have all responsibility for all coaches, participants, referees, parents, spectators and persons attending or involved with all practices, games, tournaments, events and any activities in connection with its use of any Fields, Facilities, restrooms, parking areas, common areas and any other facilities and the exercise of its rights under this Agreement. NSA shall conduct its activities in a safe and responsible manner and shall take all necessary actions to prevent any personal injuries, property damage, breach of the peace, or violations of applicable federal, state and local laws. NSA acknowledges and agrees that NPR shall have no responsibility for any

personal injuries, property damage, claims, liabilities, costs and expenses of any nature whatsoever arising in connection with the foregoing and any activities conducted by NSA.

K. NPR delegates authority to NSA for soccer program enrollment, registration and delivery of all NSA program services. This requires that NSA collect participants' personal information for soccer programs and related activities. NSA agrees to abide by the NPR Personal Information Protection Policy (attached). In summary, this Policy insures that family profiles and participant information are safeguarded securely, used for Official purposes only, and not distributed to any third party. NSA will provide NPR with a list of NSA program participants, including (1) participant name, birthdate, school and grade, if applicable, enrolled program(s), and (2) participant's family contact information, including parent or legal guardian's name, street address, city, zip code, phone number and email address. NPR will limit use of this NSA-gathered personal participant and family information, overall, but may use this information periodically to confirm participant residency for program services, monitor delivery of program services, and solicit feedback on program service quality. In rare circumstances, NPR may need to contact an NSA participant(s) in an emergency that may threaten an individual's life, health, or personal security.

L. In cooperation with NPR conduct an evaluation and inventory of soccer goals by March 11, 2023 to determine the priority schedule for repairs and improvements and an end of season inventory by November 15, 2023.

M. Notify NPR within seven (7) days of damage to a goal.

V. Responsibilities of NPR

A. NPR agrees to accept the responsibility for the Facility Maintenance as "Parks and Recreation Department Responsibilities", as follows: mowing of fields once weekly; fertilize fields four times annually; apply weed control twice annually and at appropriate times determined by the Director to minimize the impact upon use of the fields; provide parking lot maintenance annually; aerate fields twice annually; slit seed fields once every two years; top dress fields once every two years; provide park supervision when NSA activity has been scheduled; provide trash removal when placed in department trash receptacles; update the recorded weather hotline daily; provide park scheduling services; irrigate fields three times a week; operation and maintenance of field lighting systems (including repair and replacement of poles, lights, wiring, fuses, transformers and other related equipment); maintain restrooms, storage buildings (including supplies and repair and replacement of roofs, doors and windows); inspect and anchor goals at the start of each season and weekly thereafter; operate and repair irrigation systems; provide outdoor storage of soccer goals; maintain and repair field drainage systems; maintain and repair fences, bleachers and gates to a safe and secure condition. Place systems on fields to allow for quick relining of fields in case field lines become unreadable.

B. It is understood and agreed that NPR obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. If NPR is unable to fulfill its obligation due to budget restraints, it will not be obligated to NSA for any monetary damages. Services will not be charged if not performed.

C. An invoice will be provided to NSA at least 30 days prior to the date due under Section IV A.

D. NPR will provide NSA with complimentary space in the activity catalogues twice per year for program advertisement with a minimum of ¼ page and additional program advertisement if available as determined by the Director of NPR.

E. NPR will provide NSA with a breakdown of the costs used to calculate the payment required under Section IV. A for review and information.

F. In cooperation with NSA conduct evaluation and inventory of soccer goals and nets by March 11, 2023 to determine the priority schedule for repairs and improvements and an end of season inventory by November 15, 2023.

VI. Assignability and Exclusivity

This Agreement is a privilege for the benefit of NSA activities only and may not be assigned in whole or in part by NSA to any other person or organization. Both parties understand that NSA use of the Facilities/Fields is nonexclusive.

VII. Insurance and Indemnification

NSA shall at all times during the term of this Agreement maintain in effect general public liability insurance covering the City of Northville, Charter Township of Northville, and the Northville Parks and Recreation Department at the Facilities against claims for bodily injury, personal injury, death or damage to property to the limit of three-million dollars (\$3,000,000.00) per occurrence. The City of Northville, Charter Township of Northville and Northville Parks and Recreation shall be named as additional insured on such policy and shall be entitled to thirty (30) days' notice of cancellation or changes of any kind.

NSA shall indemnify, defend, and hold harmless NPR, the City of Northville, and the Charter Township of Northville, and all of its officers, agents and employees from and against any and all suits, actions, demands, or claims of any character, type, or description, including all expenses of litigation, judgments, awards, settlements, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act, failure to act, and/or negligence of NSA or its agents, volunteers, or employees in the use of the Facilities and/or arising out of obligations of NSA as set forth in this Agreement.

NPR shall hold harmless the NSA and its officers, agents and employees from and against any and all suits, actions, or claims of any character, type, or description, including all expenses of litigation, court costs and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligence of NPR or its agents, volunteers, arising out of obligations of NPR as set forth in this Agreement.

Notices

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other shall be in writing and effected by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or e-mail. Service shall be deemed effective upon personal delivery, 2 days after mailing or upon sending by e-mail without notification of non-delivery. Notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

NSA:

Steve McGuirk, President
Steve@mcguirk.us

NORTHVILLE SOCCER ASSOCIATION
P.O Box 34

Northville, Michigan 48167

NPR:

~~Debra Bilbrey-Honsowetz or Current~~ Director
~~d.bilbreyhonsowetz@northville.twp.mi.us~~

NORTHVILLE PARKS AND
RECREATION COMMISSION

44405 Six Mile Road
Northville, Michigan 48168

Deleted: Mark Gasche,

Deleted: mgasche@twp.northville.mi.us

Deleted: COMMISSION

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

NORTHVILLE SOCCER ASSOCIATION

Steve McGuirk, President

Date: _____

NORTHVILLE PARKS AND RECREATION COMMISSION

~~Debra Bilbrey-Honsowetz~~, Director

Date: _____

Deleted: Mark Gasche

Deleted: ¶