



City of Lowell
Parks and Recreation Commission
Tuesday, April 16, 2024 at 6:00 p.m.
Lowell City Hall

1. Call to Order; Roll Call
2. Approval of the Agenda
3. Approval of the Minutes of Previous Meeting(s)
 - a. March 19, 2023
4. Review Financial Reports
 - a. Parks Fund (101-751)
 - b. Lee Fund (714-000)
5. Citizen Comments for Items Not on the Agenda
6. Unfinished Business
 - a. None
7. New Business
 - a. West Michigan Dog Sports Agreement
 - b. Lee Fund Project
 - c. Lowell Skatepark Concept
8. Park Updates (See Attached)
 - a. Creekside Park (including Creekside Kingdom update)
 - b. Recreation Park
 - c. Richards Park
 - d. Riverwalk Park
 - e. Scout Park
 - f. Stoney Lakeside Park - Dog Park - Skate Park
 - g. Miscellaneous Park Properties (Upper Bridge / McMahan / Moose / Rogers)
 - h. LARA Trails (including path construction updates)
9. Commissioner Comments
10. Adjournment

Note: The next scheduled meeting is May 21, 2023.

Parks and Recreation Financial Report

Parks and Recreation Financial Report (101-751):

The attached budget summary describes budget expenditures to date. At this time, we would anticipate approximately 83 percent of routine budget expenditures to be used. Budget expenditures to date are typical and reflect where we should be in the budget expenditure process.

Lee Fund (714-000):

The Lee Fund is derived from a bequest in the will of Dr. Solomon S. Lee to provide funds for park improvements. The principle investment is used to generate interest income. Interest income is utilized for the described purpose.

For fiscal year 23-34, the Lee Fund investment balance is \$224,350. Interest earnings in the amount of \$4,000 are available for park improvements. There are no expenditures to date from the available interest balance.

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 04/30/2024	ACTIVITY FOR MONTH 04/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
Total Dept 747 - CHAMBER/RIVERWALK		8,000.00	6,835.36	249.84	1,164.64	85.44
Dept 751 - PARKS						
101-751-702.000	SALARIES-PERMANENT	36,554.92	22,016.68	812.26	14,538.24	60.23
101-751-707.000	SALARIES-TEMPORARY	13,000.00	11,402.75	287.00	1,597.25	87.71
101-751-708.000	STANDBY	650.00	0.00	0.00	650.00	0.00
101-751-709.000	SALARIES-OVERTIME	700.00	548.31	83.80	151.69	78.33
101-751-715.000	SOCIAL SECURITY	3,993.68	2,591.26	90.08	1,402.42	64.88
101-751-716.000	HEALTH INSURANCE	12,461.64	8,440.05	142.49	4,021.59	67.73
101-751-717.000	LIFE INSURANCE	86.97	53.80	4.51	33.17	61.86
101-751-717.001	OPEB CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
101-751-718.000	PENSION	0.00	0.00	0.00	0.00	0.00
101-751-718.001	MERS DC PLAN	2,399.69	1,929.09	0.00	470.60	80.39
101-751-719.000	ACCRUED VACATION/SICK LEAVE	0.00	0.00	0.00	0.00	0.00
101-751-721.000	LONGEVITY	250.00	0.00	0.00	250.00	0.00
101-751-722.000	WORKERS COMPENSATION	2,250.00	899.49	29.72	1,350.51	39.98
101-751-723.000	DENTAL INSURANCE	274.32	178.62	6.62	95.70	65.11
101-751-723.001	OPEB CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
101-751-724.000	EYECARE	62.92	42.88	3.07	20.04	68.15
101-751-725.000	DISABILITY INSURANCE	199.22	138.12	11.13	61.10	69.33
101-751-726.000	ACCRUED WAGES	0.00	0.00	0.00	0.00	0.00
101-751-727.000	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00
101-751-740.000	OPERATING SUPPLIES	7,500.00	5,037.20	0.00	2,462.80	67.16
101-751-744.000	UNIFORMS	750.00	0.00	0.00	750.00	0.00
101-751-802.000	CONTRACTUAL	47,500.00	26,797.50	1,000.00	20,702.50	56.42
101-751-850.000	COMMUNICATIONS	500.00	286.17	0.00	213.83	57.23
101-751-864.000	CONFERENCES & CONVENTIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-751-910.000	INSURANCE	6,114.08	6,493.00	0.00	(378.92)	106.20
101-751-920.000	PUBLIC UTILITIES	9,500.00	8,791.76	831.60	708.24	92.54
101-751-930.000	REPAIR & MAINTENANCE	17,500.00	8,743.82	99.05	8,756.18	49.96
101-751-931.000	VANDALISM	0.00	0.00	0.00	0.00	0.00
101-751-940.000	RENTALS	21,000.00	14,994.58	528.10	6,005.42	71.40
101-751-941.000	DATA PROCESSING	500.00	500.00	0.00	0.00	100.00
101-751-955.000	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00
101-751-971.000	LAND	0.00	0.00	0.00	0.00	0.00
101-751-974.000	LAND IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
101-751-975.000	BUILDING IMPROVEMENTS	27,500.00	8,776.67	0.00	18,723.33	31.92
101-751-990.000	GRANT EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS		212,247.44	128,661.75	3,929.43	83,585.69	60.62

GL NUMBER	DESCRIPTION	2023-24 AMENDED BUDGET	YTD BALANCE 04/30/2024	ACTIVITY FOR MONTH 04/30/2024	AVAILABLE BALANCE	% BDGT USED
Fund 714 - LEE FUND						
Revenues						
Dept 000						
714-000-665.000	INTEREST	4,000.00	41.91	0.00	3,958.09	1.05
714-000-677.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
714-000-690.000	GRAND RAPIDS FOUNDATION GRANT	0.00	0.00	0.00	0.00	0.00
714-000-698.000	GAIN ON SALE OF INVESTMENT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		4,000.00	41.91	0.00	3,958.09	1.05
TOTAL REVENUES		4,000.00	41.91	0.00	3,958.09	1.05
Expenditures						
Dept 000						
714-000-700.000	INCREASE (DEC) IN FMV-INVEST	0.00	0.00	0.00	0.00	0.00
714-000-740.000	ACCOUNTS PAYABLE	0.00	0.00	0.00	0.00	0.00
714-000-801.000	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
714-000-880.000	COMMUNITY PROMOTION	0.00	0.00	0.00	0.00	0.00
714-000-955.000	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00
714-000-970.000	PARK IMPROVEMENTS	4,000.00	0.00	0.00	4,000.00	0.00
714-000-971.000	LAND	0.00	0.00	0.00	0.00	0.00
714-000-999.999	DUMMY ACCOUNT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		4,000.00	0.00	0.00	4,000.00	0.00
Dept 965 - TRANSFERS OUT						
714-965-999.101	TRANSFER TO GENERAL FUND	0.00	0.00	0.00	0.00	0.00
714-965-999.472	TRANSFER TO BUILDING AUTHORITY	0.00	0.00	0.00	0.00	0.00
Total Dept 965 - TRANSFERS OUT		0.00	0.00	0.00	0.00	0.00
Dept 999 - TRANSFERS IN						
714-999-999.990	CURRENT FUND CONTRA CHANGE	0.00	0.00	0.00	0.00	0.00
Total Dept 999 - TRANSFERS IN		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
Fund 714 - LEE FUND:						
TOTAL REVENUES		4,000.00	41.91	0.00	3,958.09	1.05
TOTAL EXPENDITURES		4,000.00	0.00	0.00	4,000.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	41.91	0.00	(41.91)	100.00

**LOWELL PARKS AND RECREATION COMMISSION
REGULAR MEETING MINUTES
TUESDAY, MARCH 19, 2024
CITY HALL**

1. CALL TO ORDER; ROLL CALL

The meeting was called to order at 6:00 p.m. and roll was called.

Members Present: Chair Butler, Councilperson Groves, Mundt, Matthews

Members Absent: Pomper

Motion by BUTLER, seconded by GROVES to excuse POMPER. Motion carried.

Others Present: Rich LaBombard, Tyson Hoffman, Dave Austin

2. APPROVAL OF THE AGENDA

IT WAS MOVED BY MATTHEWS and seconded by GROVES to approve the agenda as presented.

Yes: 4 No: 0 Absent: POMPER MOTION CARRIED

3. APPROVAL OF THE MINUTES

IT WAS MOVED BY MUNDT and seconded by MATTHEWS to approve the minutes from the November 21, 2023 regular meeting.

Yes: 4 No: 0 Absent: POMPER MOTION CARRIED

4. REVIEW FINANCIAL REPORTS

LaBombard reviewed the Parks budget spreadsheet with the Commission.

IT WAS MOVED BY GROVES and seconded by MATTHEWS to approve the financial report from the November 21, 2023 regular meeting.

Yes: 4 No: 0 Absent: POMPER MOTION CARRIED

5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

Dave Austin presented ideas via a handout for future capital projects for the 24-25 fiscal year including:

- Possible ADA compliant sidewalk ramps on Spring and Lincoln Lake adjacent to Richards Park. Potential to be installed with funds available in the Sidewalk account.
- Sidewalk connector from the playground at Stoney Lakeside Park to the sidewalk on Bowes Road to allow direct pedestrian access to the park in lieu of walking on the paved road surface.
- Trail resurfacing at Creekside Park trail connector and potential railings for the pedestrian bridge.

6. UNFINISHED BUSINESS

None

7. NEW BUSINESS

YMCA Recreation Program – Tyson Hoffman, the youth and family director for the YMCA, presented an interest in expanding YMCA program offerings to youth and adults at Creekside Park through an amendment to the YMCA of Greater Grand Rapids Park Use Agreement. The YMCA would charge \$10 per participant for expanded summer programming. Their catch curriculum will offer lesson about healthy eating, physical movement, and healthy habits to area youth. The adult program would focus on non-traditional sports based on high aerobic activities, Frisbee, kick ball, beach style football, and engaging the adult population to get adults moving. The program would use the fields and pavilion at Creekside Park. The park has the capacity to support the program per Mr. Hoffman. The program would run from May to September. Mr. Hoffman doesn't have a projection for the number of people the program would attract, but hopes to attract 20-30 participants. Youth and adults classes would run concurrently on Tuesday and Thursday nights.

IT WAS MOVED BY BUTLER and seconded by MUNDT to recommend amendment of the Parks Use Agreement with the YMCA of Greater Grand Rapids to expand programming for children and adults at Creekside Park.

Yes: 4 No: 0 Absent: POMPER MOTION CARRIED

8. PARK UPDATES

Written park updates were provided in the Parks Commission packet.

- a. Creekside Park – Creekside Kingdom fundraising has reached nearly \$100,000 with a \$40,000 boost from LCTV grant. Rotary plans to apply to Look Fund and Lowell Community Fund. Mundt provided a preliminary layout of the Kingdom playground from Letherers. Mundt meeting with Letherers on Wednesday (3-20). Mundt announced proceeds from Denim and Diamond event will go toward the Kingdom project. Groves asked that restrooms at Creekside be opened as soon as possible. The restrooms typically are opened once nighttime temperatures are consistently above freezing.

- b. Lowell Area Recreation Authority Trail – Dave Austin gave an update and will bring a more detailed plan to a future meeting. The project is broken into two phases and will tie to the township trail system. An easement from Grand Rapids Gravel is in progress. Sidewalk by Walgreens is proposed to be widened from five feet to ten feet. Project is proposed to start in the summer of 2024 and will be completed in sometime in 2025. The entire surface will be paved and built to withstand flood waters. EGLE is requiring the evaluation of all options to avoid wetlands and moving the trail is an option that will be further evaluated. There is some movement by the railroad easement barrier on phase 2. Potentially the rail will be removed and allow the project to continue across the current railroad grade; however, railroad ownership has changed hands multiple times.
- c. Recreation Park – LaBombard gave an update on fence line cleanup work being completed by the softball field. Demolition of the fairground buildings is nearly complete.
- d. Richard Park – Slide stairs have been repaired, but a future capital project may involve full replacement of the stairs. Posts are rotting.
- e. Riverwalk Park – Williams and Works is developing a proposal to refresh the Riverwalk. Fountains in the Flat River are out for bid. EGLE permitting needs to be evaluated.
- f. Scout Park – Ideas about bathrooms, pavilions, butterfly garden, meadows being discussed by Scout Park Association.
- g. Stoney Lakeside Park / Dog Park / Skateboard Park – Grindline is working through the design phase for the skatepark. Groves is participating on meetings and are going well. Grindline is very responsive to feedback. Proposed design will be provided by April 10th. Murals on restroom buildings were brought up as a community volunteer activity.
- h. Miscellaneous Park Properties (Upper Bridge / McMahan / Moose / Rogers) – No update.

9. COMMISSIONER COMMENTS

None.

10. ADJOURNMENT

It was moved by GROVES, seconded by MUNDT to adjourn the meeting at 7:08 p.m.

Respectfully submitted,
Rich LaBombard
Assistant City Manager / Director of Public Works



DATE: April 16, 2024

TO: Parks and Recreation Commission

FROM: Rich LaBombard
Assistant City Manager / DPW Director

RE: Facility Lease Agreement – West
Michigan Dog Sports and Working Paws
4-H Club

With the departure of the Kent County Youth Fair from Recreation Field, West Michigan Dog Sports, Grand Rapids, Michigan, and Kent County Youth Fair Dog Project—also known as—Working Paws 4-H Club, Mount Pleasant, Michigan, have approached the City with a request to lease the Reath Barn and surrounding grounds located at 229 S. Broadway Street, Lowell. West Michigan Dog Sport and Kent County Youth Fair Dog Project propose to use the facility to teach, train and unite dogs in the West Michigan area. The entities desire to lease a portion of the facility to host dog training classes and other related activities. Both entities are non-profit organizations. City Council agreed in concept at the January 2, 2024, City Council meeting to negotiate terms of an agreement. The attached agreement represents the negotiated terms.

The Richard Reath Barn is a City owned facility located south of the fire department on the West side of Broadway Street. The City has no immediate use for the entire facility; however, the storage area will be excluded from the proposed lease and will be used for Public Works storage. The entities have expressed a desire to lease the arena and office area. In total, the entities propose to lease 3,630 square feet. The rent payment for the facility was calculated from conversations with a local realtor based on the type and condition of the facility. It was determined that unfinished space in the Lowell community would rent for \$4 per square foot per year. Therefore, the annual rental rate would be \$14,520 per year or \$1,210 per month. The proposed term of the lease will be for two years beginning May 1, 2024 and continuing through April 30, 2026.

As additional requirements of the lease agreement, the entities will make minor improvements to the building and property to suit their dog training needs. Any improvements must comply with the City's zoning ordinance. A fenced area will be created for outdoor training. The entities will also pay for all utility costs and carry comprehensive general liability coverage and list the City as additional insured.

One additional term of the Agreement is included to permit King Milling to jointly use the office area during wheat harvest season as a grading station for wheat trucks entering the mill.

The Parks and Recreation Commission is requested to make a recommendation of support to City Council on the lease agreement.

Sample Motion: I recommend City Council approve the lease agreement with West Michigan Dog Sports and Working Paws 4-H Club to lease the Reath Barn located at 229 S. Broadway Street and also allow King Milling joint use of the Reath Barn office area for wheat harvest season.

Attachments:

- Draft Lease Agreement
- Reath Barn images
- West Michigan Dog Sports Proposal
- Kent County Youth Fair Dog Club Proposal

**CITY OF LOWELL
KENT COUNTY, MICHIGAN**

RESOLUTION NO. __-24

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
LEASE AGREEMENT WITH WEST MICHIGAN DOG SPORTS, INC.
AND WORKING PAWS 4-H CLUB RELATED TO THE REATH BARN**

Councilmember _____, supported by Councilmember _____,

moved the adoption of the following resolution:

WHEREAS, the City owns the property located at 229 S. Broadway, Lowell, Michigan 49331, which includes a structure commonly referred to as the “Reath Barn”; and

WHEREAS, West Michigan Dog Sports, Inc. (“WMDS”) and Working Paws 4-H Club (“WPC”) have requested to lease from the City the Reath Barn and certain surrounding areas adjacent to such (the “Leased Premises”) in order to host dog training classes and other related activities; and

WHEREAS, the City is willing to lease the Leased Premises to WMDS and WPC subject to the terms and conditions of a lease agreement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Lease Agreement (the “Lease”) in substantially the form presented at this meeting is approved with such modifications not materially adverse to the City approved as to content by the City Manager and as to form by the City Attorney.
2. That the Mayor and the City Clerk are hereby authorized and directed to execute the approved Lease for and on behalf of the City.

3. That all resolutions or parts of resolutions in conflict herewith shall be, and the same are, hereby rescinded.

YEAS: Councilmembers _____

NAYS: Councilmembers _____

ABSTAIN: Councilmembers _____

ABSENT Councilmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: April 15, 2024

Susan Ullery, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Lowell, at a regular meeting held on April 15, 2024, and that public notice of said meeting was given pursuant to, and in compliance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: _____, 2024

Susan Ullery, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and executed as of _____, 2024 (the "Effective Date"), between the **CITY OF LOWELL**, a municipal corporation located at 301 East Main Street, Lowell, Michigan 49331 (the "City"), **WEST MICHIGAN DOG SPORTS, INC.**, a Michigan nonprofit corporation located at 2871 Burrwick Drive SE, Grand Rapids, Michigan 49546 ("WMDS"), and **WORKING PAWS 4-H CLUB**, a nonprofit corporation located at 200 North Main Street, 3rd Floor, Mount Pleasant, Michigan 48858 (individually, "WPC," and collectively with WMDS, the "Tenants").

RECITALS

WHEREAS, the City owns real property located at 229 S. Broadway, Lowell, Michigan 49331, legally described in Exhibit A (the "Property"), which contains a structure commonly referred to as the "Reath Barn";

WHEREAS, the Tenants are nonprofit organizations that are committed to teaching, training, and uniting dogs and people in the west Michigan area. To continue such purpose, the Tenants desire to lease the portion of the Property depicted on the attached Exhibit B (the "Leased Premises") in order to host dog training classes and other related activities; and

WHEREAS, the City determines that it is in the best interest of the City and surrounding community to enter into the Lease.

NOW, THEREFORE, in consideration of the additional mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

Section 1. Leased Premises. Subject to the terms and conditions of this Lease, the City hereby leases the Leased Premises jointly to the Tenants. The Leased Premises specifically excludes the Storage Area, as depicted in Exhibit B. The Tenants have inspected the Leased Premises and by executing this Lease, the Tenants shall be deemed to have accepted the Leased Premises in its then current condition, on an "AS-IS, WHERE-IS" basis and to have acknowledged that the Leased Premises are in the condition and of the nature required by this Lease.

Section 2. Use of Leased Premises. The Tenants shall occupy the Leased Premises for use as a dog training facility, including, but not limited to, hosting classes for registered participants, training and teaching dogs and handlers, and facilitating dog competitions (the "Designated Use").

Section 3. Term of Lease. The term of this Lease shall be for a two (2) year period beginning May 1, 2024, and ending April 30, 2026 (the "Term"). The Lease term may thereafter be renewed for successive one-year terms upon prior written approval of the City, WMDS, and WPC.

Section 4. Rent. The Tenants shall pay the City a monthly payment of \$1,210.00 (the "Rent") for the Leased Premises. Payment shall be made on the first of each month, beginning April 1, 2024. For the second year of the Term, beginning April 1, 2025, and any subsequent renewal terms, the monthly Rent payment for the Leased Premises shall be adjusted on the first day of each lease year by the percentage change in the Consumer Price Index All Urban Consumers (CPI-U), U.S. city average, as published by the U.S. Department of Labor, provided, that for purposes of this adjustment the amount of any decrease below 0% or any increase above 3% yearly should be disregarded.

Section 5. Taxes and Special Assessments. The City shall be responsible for all *ad valorem*

property taxes or special assessments related to the Property during the Term.

Section 6. Insurance and Indemnity. WMDS and WPC shall each maintain during the Term of this Lease a comprehensive general liability insurance policy covering the Leased Premises covering death, bodily injury, and property damages in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate. Any such policy shall add the City as an additional insured and shall provide that the insurance shall not be discontinued without thirty (30) days' prior written notice to the City. WMDS and WPC shall provide the City with written evidence of such insurance. Any contractor performing work in, on, or about the Leased Premises at the direction of WMDS or WPC shall obtain and maintain insurance identical to the limits set forth herein and shall list the City as an additional insured. Any such contractor shall, before commencing construction work on the Leased Premises, submit evidence of the required insurance to the City.

The Tenants hereby both agree to indemnify the City and their respective members, managers, employees, and agents (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from any liability or claim for damages which may be assessed against the Indemnified Parties by reason of any accident or casualty occurring in, on, or about the Leased Premises. The provisions of this paragraph shall survive the Term or termination of this Lease.

Section 7. Utilities. Upon execution of this Lease, the City will work with Lowell Light and Power to install meters on the Leased Premises. Prior to occupancy, the Tenants shall move any necessary utilities to its own account. During the Term, the Tenants shall timely pay for any and all utilities serving the Leased Premises, including, but not limited to water, sanitary sewer, electric, and natural gas. The Tenants acknowledge that a portion of the garage that is not part of the Leased Premises may share a meter with the Leased Premises and hereby agrees to pay for such meter; however, no significant electrical usage is anticipated in such unleased area.

Section 8. Maintenance of Leased Premises; Repair and Replacement. Except as otherwise provided in this Lease, the Tenants, at their own expense, shall keep and maintain, or cause to be kept and maintained, the Leased Premises in a neat and clean manner. The Tenants shall be solely responsible for general maintenance during the Term of the Lease, except any customary maintenance, required repairs, or upgrades to the arena lighting. The Tenants are solely responsible for snow removal at the Leased Premises. The City shall keep and maintain, or cause to be kept and maintained, areas of the lawn that are accessible by mowing equipment. If mowing equipment cannot reach an area on the lawn, then lawn maintenance shall be the responsibility of the Tenants.

Section 9. Keys. Prior to the commencement of the Term, the City will reasonably secure the Leased Premises and provide the Tenants access to such Leased Premises.

Section 10. Parking. The Tenants, including any of their employees, agents, invitees, and guests shall only park on hard surface areas or gravel lots. Parking on any other areas, such as on the lawn, is prohibited.

Section 11. Trash Removal. The Tenants shall be responsible for the removal of all trash, including dog waste, recycling, and bulk items from the Leased Premises.

Section 12. Third Party Events. Third parties may host events on the Leased Premises at the invitation of the Tenants; however, the third parties must carry a comprehensive general liability insurance policy and name the City as an additional insured. Evidence of such must be submitted to the City Manager with a copy to the City Clerk in advance of said event. Additionally, the Tenants must submit a special event permit application to the City a minimum of two weeks in advance of the event. Shorter notice may result in denial of special event permit. The Tenants shall be jointly and severally responsible for the safety of all its

employees, sub-tenants, occupants, licensees, and invitees.


Section 13. Personal Property of the City. The City intends to leave certain items of personal property on the Leased Premises, such as a safe, but hereby reserves the right to remove such property if desired. The personal property subject to removal may be removed upon notification to the Tenants at any reasonable time.

Section 14. Termination. The City, WMDS, or WPC may terminate this lease with sixty (60) days' written notice to the other parties, with or without cause. The City may terminate this lease immediately and without notice in case of an emergency or threat to the public health, safety, or welfare.

Section 15. Improvements and Alterations to Leased Premises. Tenants are permitted to make reasonable physical improvements to the Leased Premises in connection with the Designated Use, including, but not limited to installation of a fence (the "Improvements"), provided that such Improvements do not cause structural changes or may result in damage to the Leased Premises or any structure thereon. Tenants shall be responsible for giving all notices required by federal, state, and local laws, rules, regulations, or ordinances and will secure and pay for all permits and licenses necessary for the completion of the Improvements. At the end of the Term of this Lease or upon early termination as provided for in Section 14 herein, any Improvements to Leased Premises, other than Improvements affixed to the realty, shall be removed by the Tenants, at their sole expense, within thirty (30) days of the end of the term of this Lease or earlier termination date. The City may require any curbs removed for purposes of the parking area to be restored to their original condition. Any Improvements affixed to the realty shall belong to the City. Any damages to the Leased Premises resulting from use during the Lease, or from removal of Improvements, shall be repaired at the Tenants' sole expense. If Tenants fail to return the Property in its entirety to its original condition, the City shall have a cause of action against one or both Tenants for full recovery of costs and damages.

Section 16. Signage. Any signage, either temporary or permanent, on the Leased Premises shall be in conformity with City's Code of Ordinances and other applicable rules and regulations.

Section 17. Assignment. The Tenants shall not assign the Lease in whole or in part or sublet all or any portion of the Leased Premises without the written consent from the City.

Section 18. Office Space. The Tenants hereby agree that King Milling Company, a domestic profit corporation located at 222 W. Main Street, Lowell, MI 49331, may use the office space located on the Leased Premises during the typical wheat harvest season, which shall be no longer than June 15th through August 15th. 

Section 19. Notices. All notices required or permitted under this Lease shall be in writing and deemed given upon personal delivery or two (2) business days after being mailed first class, postage prepaid in the United States mail to the party to be notified at the address set forth in the first paragraph of this Lease or such other address as the party shall have indicated by notice to the other party.

Section 20. Governing Law. This Lease shall be governed by the laws of the State of Michigan. If any provisions of this Lease or portions of this Lease, or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 21. No Partnership. Nothing contained in this Lease shall be deemed or construed by the parties as creating the relationship of principal and agent or of partnership or by joint venture between the parties hereto, it being understood and agreed that no provision of this Lease, nor any acts of the parties under this Lease, shall be deemed to create any relationship between the parties other than the relationship of the

City, as landlord, and WMDS and WPC, as tenants.

Section 22. Waiver. The failure of the City or the Tenants to insist upon the strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease.

Section 23. Joint and Several Liability of Tenants. All Tenants are jointly and severally responsible for the payment of rent and all covenants and terms of this Lease.

Section 24. Severability. If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease, which shall continue to remain in full force and effect. This Lease shall bind and benefit the City and the Tenants and their successors, heirs, administrators, legal representatives, executors or assignees, if any.

Section 25. Reserved Rights. The City reserves the right to enter the Leased Premises, as may be allowed by law for inspection, repairs, alterations or additions, inspection of the Leased Premises, and other like purposes, including, specifically, inspections by the City's building official, all of which shall be made at reasonable times, with or without notice to the Tenants. Further, the City shall have the right to reasonable ingress and egress from the Storage Area depicted in Exhibit B.

Section 26. Entire Agreement; Amendment. This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by the City and the Tenants.

[Signature page follows.]

IN WITNESS WHEREOF, the City, WMDS, and WPC have executed this Lease as of the date first set forth above.

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

WEST MICHIGAN DOG SPORTS, INC.

By: _____
Name: _____
Title: _____

WORKING PAWS 4-H CLUB

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PART OF VACATED GRAND AVE & PART OF MRS SNELL'S ADD & PART OF GOVT LOT 8 OF SEC 2 T6N R9W DESC AS - COM 18.50 FT S 12D 04M 19S W ALONG ELINE OF MRS SNELL'S ADD & 127.94 FT S 71D 12M 49S E & 41.50 FT N 57D 59M 20S E FROM SE COR OF LOT 3 BLK 5 OF SD PLAT TH S 57D 59M 20S W 41.5 FT TH S 75D 27M 02S E 18.0 FT TH S 11D 52M 58S W 55.65 FT TH N 82D 19M 13S W 18.0 FT TH S 11D 21M 22S W 27.0 FT TH N 85D 13M 32S W 21.0 FT S 11D 13M 28S E 32.0 FT TH S 77D 19M 22S E 11.0 FT TH S 11D 48M 38S W 203.55 FT TH S 1D 25M 08S W 370.0 FT TO S LINE OF SEC TH WLY ALONG S SEC LINE TO ELY LINE OF SD PLAT TH NLY ALONG ELY LINE OF SD PLAT TO SE COR OF LOT 10 BLK 10 OF SD PLAT TH W ALONG S LOT LINE TO ELY LINE OF BROADWAY ST /66FT WIDE/ TH NLY ALONG ELY LINE OF SD ST TO NW COR OF SLY 35 FT OF SD LOT 3 BLK 5 TH E TO NE COR OF SD SLY 35 FT TH N 12D 04M 19S E ALONG ELYLINE OF SD PLAT 329.2 FT TH S 88D 33M 57S E 335.25 FT TH N 15D 26M 31S W 223.62 FT TO A PT 68.71 FT S 89D 14M 24S E ALONG N LINE OF GOVT LOT 8 & 23.1 FT S 87D 23M 45S E ALONG N LINE OF GOVT LOT 8 FROM SE COR OF LOT C BLK 2 OF SD PLAT TH ELY ALONG SD N LINE TO W BANK OF FLAT RIVER TH SLY ALONG W BANK OF SD RIVER TO A LINE BEARING S 84D 44M 47S E FROM BEG TH N 84D 44M 47S W 365 FT M/L TO BEG *

EXHIBIT B
LEASED PREMISES



= Storage Area, excluded from Leased Premises

= Leased Premises boundary























PROPOSAL FOR USE OF REATH BUILDING

(located in Recreation Park)

January 2, 2024

BACKGROUND

West Michigan Dog Sports, Inc. (WMDS), a 501(c)(3) organization, was formed and is managed by a group of volunteer individuals, from varied backgrounds, education, and experience, including members who have successfully run small businesses. We, as dog lovers, recognize the need in West Michigan for an indoor dog training facility and are working together to meet this need and provide a resource to the community. Our organization will offer dog sports training and competitions, obedience training and socialization classes, dog related seminars and workshops, educational opportunities for individuals wishing to pursue a career in dog-related fields, and support for youth programs. We are in the fundraising phase of our project and do not currently have a facility. We have completed a Feasibility Study and determined that there is a great need for this resource in the community. In addition, because of the Kent County Youth Fair (KCYF) moving to their new location, the Dog Project will not have a training facility at the new location for several years. We understand that the KCYF Dog Project has permission to utilize the Reath Building for their needs until the new facility is complete. WMDS Board members have been working with the Superintendent and Assistant Superintendent of the KCYF Dog Project to discuss our mutual needs. West Michigan Dog Sports is planning to partner with the Kent County Youth Fair Dog Project to enhance the environment for the youth by providing upgraded equipment and training space.

PROBLEM

The Kent County Youth Fair Dog Project and West Michigan Dog Sports do not have an adequate indoor training facility. The Reath Building as it stands, does not have adequate flooring for dogs practicing agility (one of the activities taught in the Dog Project), the agility equipment is outdated and potentially dangerous for some dogs, there are large open spaces on parts of the building where small dogs may slip through, and there are no heat, water or bathroom facilities.

The KCYF Dog Project has been in existence for over 60 years. Through this program, youth learn to care for their companion animal and to learn about potential career options available to them. Involvement in this group develops strong values and work ethics that build character in youth. Presenting dogs at the annual youth fair promotes confidence and enhances self-esteem. Without an adequate place to train and meet regularly, these values may all be in jeopardy.

Statistics show that the number of dog owners continues to grow and more than 30% of Michigan households have at least one dog. Two-thirds of 18-34 year olds plan to get a pet in the next five years. All of this points to a growing need for an indoor dog training facility in the West Michigan area.

PROPOSAL

West Michigan Dog Sports, Inc., in connection with Kent County Youth Fair Dog Project, propose use of the Reath Building, located in Recreation Park in the City of Lowell, for the purpose of a dog training facility. In addition to the Reath Building and a small part of the adjoining barn, we would also like use of a small section of the adjoining land (outlined in the attached aerial view) for use for outside dog activities.

In exchange for the use of this building and the surrounding area, WMDS will:

- coordinate use of the building with the KCYF Dog Project
- consider making minor repairs to the building to ensure safety and security
- pay a nominal monthly rental fee to the City of Lowell for the use of the building
- pay electric expenses
- improve flooring by adding washed sand to the floor surface for safety of the dogs
- rent and maintain a porta potty during months when other options are not available
- provide a heat source for use during cold weather
- upgrade dog agility equipment for the KCYF Dog Project
- provide an AED defibrillator, first-aid box, and a fire extinguisher

WMDS intends to use the facility to fulfill our mission of providing a service to the community by working to teach, train, and unite dogs and people in a supportive environment. We will not only provide basic training for dog manners, but will also offer job shadowing for youth, educational seminars and health clinics, provide support for rescued dogs and their owners, provide specific advanced training for dog sports such as agility, conformation, rally, nosework/scentwork, etc.

Many dog owners in West Michigan compete in various dog sports and must travel to the east side of the state for competitions. We would like to hold various dog competitions at our location, which would bring people from all over Michigan to the Lowell area.

TIMELINE

We are anxious to move forward with this project as soon as possible and look forward to working with the Kent County Youth Fair Dog Project.

Thank you for your consideration. Please feel free to contact the individual listed below with any questions.

Contact: West Michigan Dog Sports
Pat Parker, President
989-737-0000
Pparker8@chartermi.net

West Michigan Dog Sports, Inc.

Mailing Address: 6757 Cascade Road SE, #61 Grand Rapids, MI 49546

www.westmichigandogsports.com

(A 501(c)(3) Organization)



We are on a mission...

West Michigan Dog Sports, a 501(c)(3) organization, was formed to teach dogs and people through fun and effective training to enhance their relationships and enrich their lives.

To accomplish this mission in West Michigan, a facility must be secured to provide the space needed to bring our mission and vision to life.



How is West Michigan Dog Sports unique?

As a nonprofit charitable organization, we put mission first!



In addition to traditional training and competition, WMDS will offer programs for youth, rescue support, veterans and scholarships for those in need...



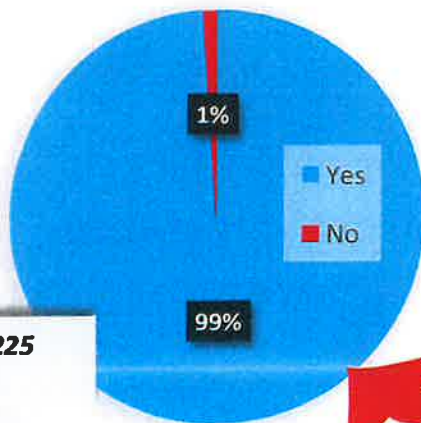
CANINE INDUSTRY GROWTH STATISTICS SHOW...

- ❖ Pet ownership numbers are up!
- ❖ Dog owners are spending more on training – Increasing demand for classes and education
- ❖ Dog training is a GROWING market

Our Region...

- ❖ The West Michigan area (13 counties) has a quickly growing population
- ❖ Grand Rapids is the 20th fastest-growing dog friendly city in the country
- ❖ There's a great opportunity to support rescue owners through training and education to keep dogs out of shelters
- ❖ Area trainers have let us know their classes are filling quickly and there's a LARGE demand for classes in West Michigan

Do you feel there is a need for a large indoor dog training and trialing facility in West Michigan?



Respondents= 225
Yes=222; No=3

A Recent Survey Conducted by
West Michigan Dog Sports:

We are working for solutions to:

- Locate a facility where we can fulfill our mission and vision
- Provide safe flooring and equipment
- Offer a welcoming environment for any level of instruction and learning
- Hire excellent instructors and personnel to provide best in class training

*To learn more about
West Michigan Dog Sports, please visit
www.westmichigandogsports.com*

Kent County Youth Fair Dog Project

Reath Building Use Proposal in Partnership with West Michigan Dog Sports

Background: The Kent County Youth Fair Dog Project (hereafter "KCYF Dog Project") has operated as part of the Kent County Youth Fair for over 60 years. Gail Roderick and Emma Wikstrom have served as the Superintendent and Assistant Superintendent, respectively, since 2014. The KCYF Dog Project focuses on teaching our youth trainers (ages 5 to 21) how to train in obedience, showmanship, rally, and agility, with many of our members going on to have careers in the dog industry. The KCYF Dog Project comprises four clubs within Kent County and independent youth dog trainers. In 2023, approximately 45 members and 50 dogs trained and competed with the KCYF Dog Project. West Michigan Dog Sports approached the KCYF Dog Project in the summer of 2023 as our focuses align, and both organizations desperately need a year-round training facility.

Problem: The KCYF Dog Project needs a safe training space for our members to meet and train year-round. Due to this, our program misses vital training time during our "off-season" (September - April), and we spend a good chunk of our time during our training weeks (May-August) playing catch-up with our training skills. Additionally, we are in need of a central training space for our growing number of independent youth trainers (youth trainers who are not members of a KCYF club) or an area for large-scale educational seminars.

Proposal: We are requesting the use of the Reath Barn (located in Recreation Park) as a training space for both West Michigan Dog Sports and the KCYF Dog Project. Currently, there is no space conducive for our youth dog trainers and clubs to meet and practice year-round. If the Reath Building is made available to us, along with the support of West Michigan Dog Sports, the KCYF Dog Project would offer more training opportunities for our current members and give space to work with new youth dog trainers.

Additional Considerations: In 2021, the KCYF Dog Project was awarded a \$1600 grant from the Lowell Community Fund to build a fenced space for our youth trainers to work safely. Due to

the COVID-19 pandemic and later, the Kent County Youth Fair move to their new home at "The Grand," the KCYF Dog Project has yet to find a space for the fencing the grant was awarded for. We would like to explore the possibility of using this grant to fence in a space around the Reath Barn to offer additional space for our youth trainers to work with their dogs (see photo 2).

Timeline: We are anxious to start, and our membership is ready to move forward as soon as possible. The Kent County Youth Fair Dog Project is overjoyed to be working with West Michigan Dog Sports on this proposal and looks forward to a long and collaborative relationship.

Thank you very much to the Lowell City Council for considering our proposal. The youth dog trainers and their mentors in our community are deeply appreciative.

Contact:

Kent County Dog Project Superintendent

Gail Roderick 616.723.5682 / GailKSRP@aol.com

Kent County Youth Fair Assistant Superintendent

Emma Wikstrom 616.482.9637 / Wikstrom2018@gmail.com

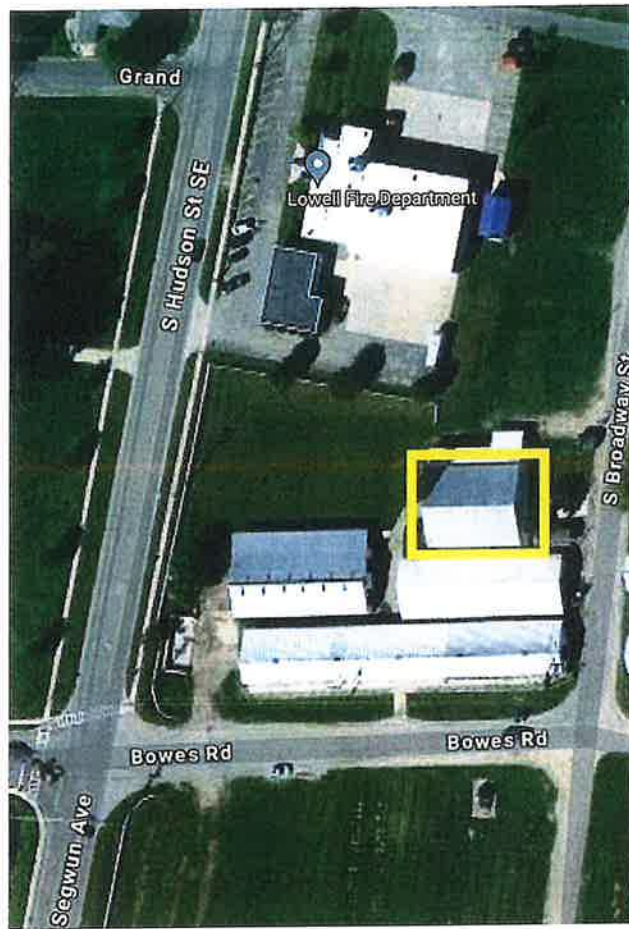


Photo 1: Location of the Reath Barn at Recreation Park.

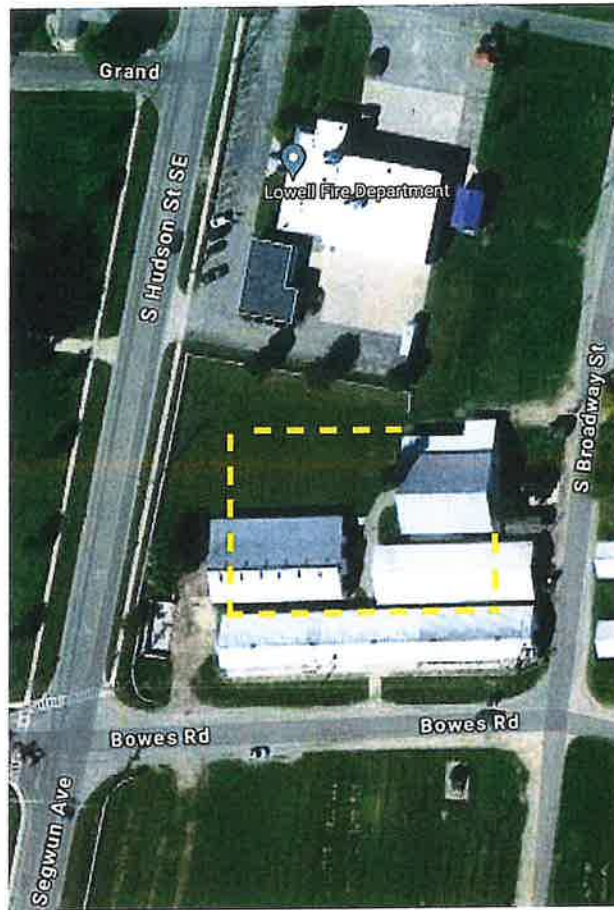


Photo 2: Approximate space for the proposed additional fenced-in area around the Reath Barn.



DATE: April 16, 2024
TO: Parks and Recreation Commission
FROM: Rich LaBombard
Assistant City Manager / DPW Director
RE: Lee Fund Project

The Parks and Recreation Commission has \$4,000 available in interest from the Lee Fund to utilize for improvements to public parks. At the March meeting, it was mentioned that there was a need for a sidewalk connector at Stoney Lakeside Park to provide access from the sidewalk on Bowes to the playground. The sidewalk would allow for easier pedestrian access and eliminate the need to walk over the lawn or in the paved driveway for pedestrian access.

The available funds will be sufficient to complete a section of sidewalk this fiscal year. Additional funds will be available in the next fiscal year to extend the sidewalk further if the Parks Commission is supportive of the project.

Funds are available in the Lee Fund account – 714-000-970

Sample Motion: I recommend the available Lee Fund monies be used to construct a sidewalk extension from Bowes Road to the playground at Stoney Lakeside Park not to exceed \$4,000.





DATE: April 16, 2024
TO: Parks and Recreation Commission
FROM: Rich LaBombard
Assistant City Manager / DPW Director
RE: Lowell Skatepark Concept

The Stoney Lakeside Park skatepark design group has been diligently meeting and have developed the attached skatepark layout with the assistance of Grindline Skateparks, Inc. of Seattle, Washington. Bob Rogers of the design group will review elements of the design at the next Parks and Recreation Commission meeting. The group is seeking a recommendation from the Parks and Recreation Committee to support the conceptual layout and recommend the City Council approve the design.

Sample Motion: I recommend the Parks and Recreation Commission support the Lowell Skatepark conceptual design by Grindline Skateparks, Inc., and recommend City Council approve the design.

Attachments:

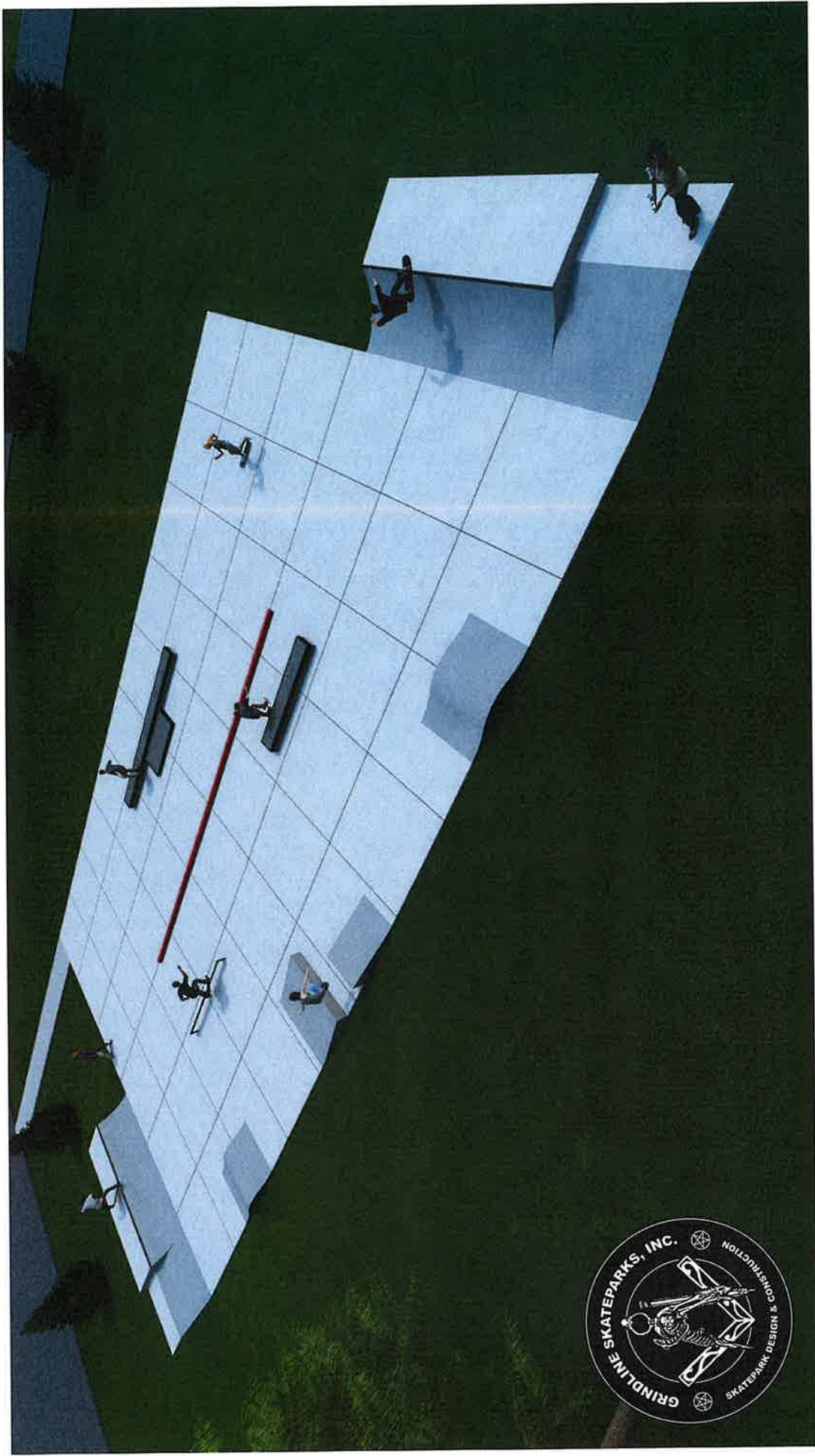
- Lowell Skatepark Concept – 4-15-2024



Lowell Skatepark Concept

Lowell, MI

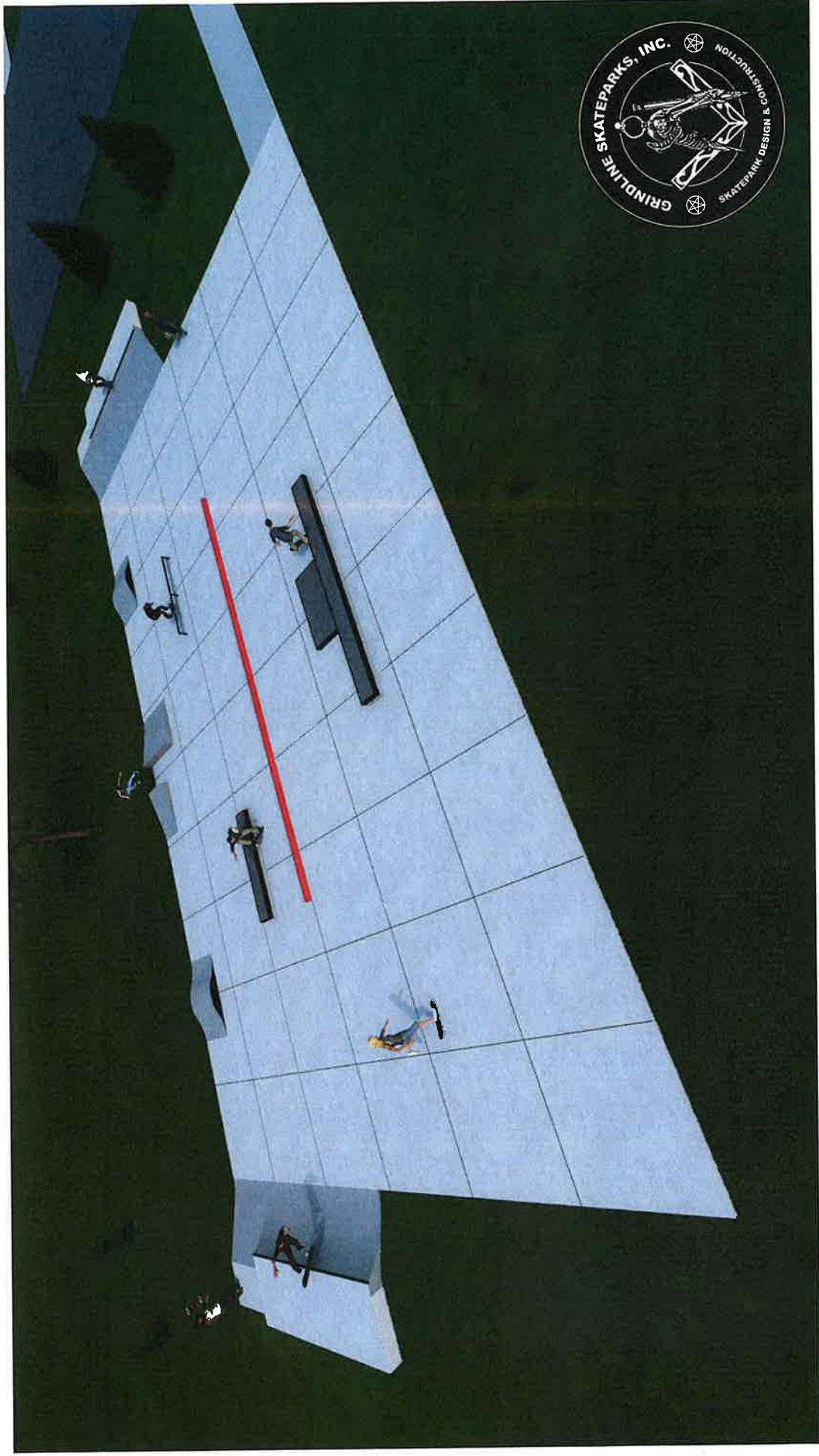
Lowell Skatepark Concept
PC041524 | April 24th, 2024
info@grindline.com | grindline.com



Lowell Skatepark Concept

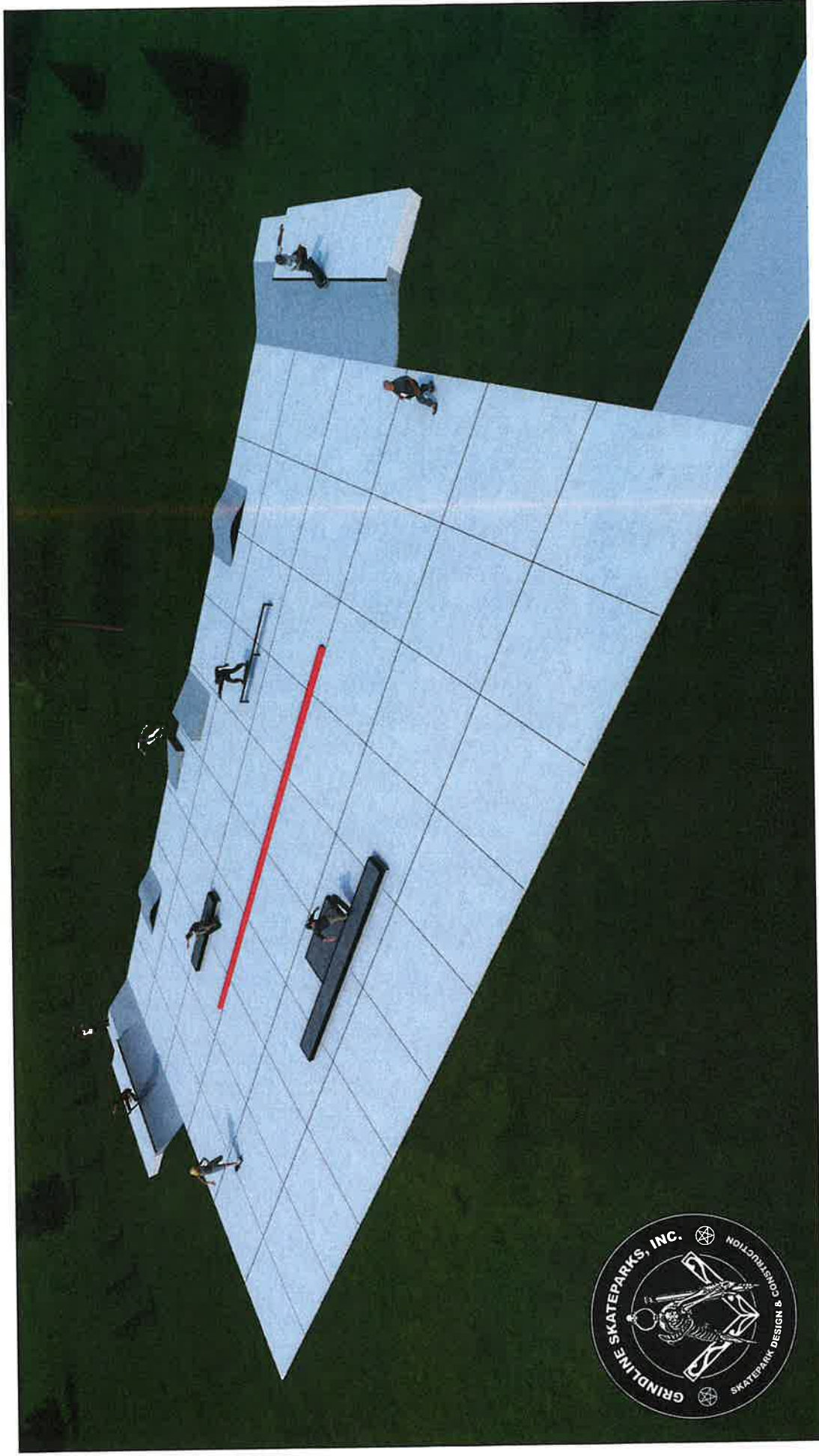
Lowell, MI

Lowell Skatepark Concept
PC041524 | April 24th, 2024
inform@grindline.com | grindline.com



Lowell Skatepark Concept Lowell, MI

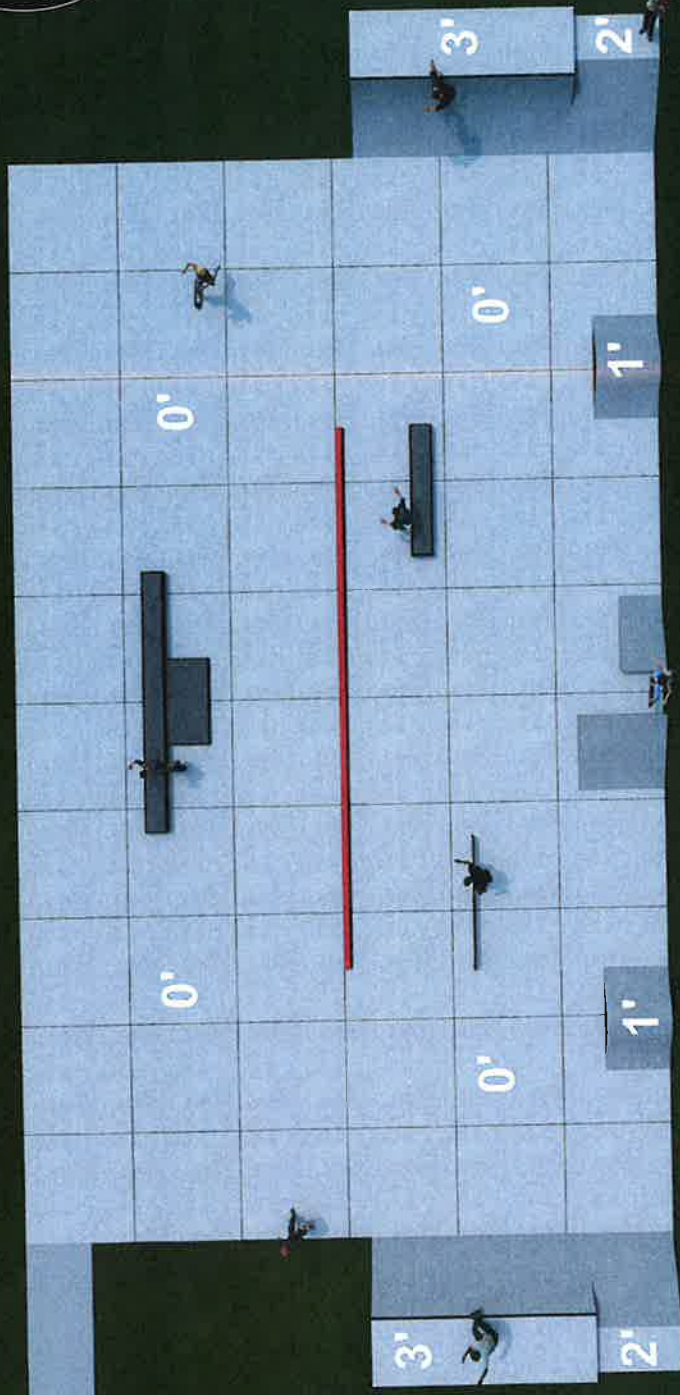
Lowell Skatepark Concept
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Lowell Skatepark Concept

Lowell, MI

Lowell Skatepark Concept
PC041524 | April 24th, 2024
inform@grindline.com | grindline.com



Lowell Skatepark Concept Lowell, MI

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PC041524 | April 24th, 2024
info@grindline.com | grindline.com

Park Updates

Creekside Park (including Creekside Kingdom update):

- Fields are prepped and leaves were collected.
- Pothole filling on the pedestrian bridge will be completed in the next few weeks.
- Doors for the restroom are on order and will take approximately 6-8 weeks to arrive. Funds for this activity are funded by an LCTV Endowment grant.
- The lock on the concession stand was replaced after a key was snapped off in the lock.
- Graffiti has been an issue at the park. DPW crews monitor and remove graffiti as it's found.
- Bathrooms will be opened once nighttime temperatures are consistently above freezing.
- Irrigation will be turned on in the coming weeks.
- The women's restroom ceiling will be painted now that repairs have been made to the water leak. Light bulbs in the women's restroom will also be changed to improve the lighting.
- Creekside Kingdom update from Theresa Mundt. A passport recreation grant application was submitted requesting \$100,000 to support the project.

Recreation Park:

- Demolition of the fair property is complete. City Council will act on a Termination Agreement submitted by KCYF at the April 15th City Council meeting.
- DPW cleaned under the bleachers at the ball field. DPW will be checking the lighting at the field to ensure they are in proper working order.
- The City is reviewing maintenance items at the King Building. Items such as lighting, plumbing, and security have been identified as needing improvement. The building is not useable for event space at this time as there is no fee structure established for rentals and no furniture in the facility to accommodate rentals.
- The DPW made landscaping improvements in front of the King Building.
- The DPW cleaned up the fence line adjacent to the ball field. John Timpson graciously assisted with the cleanup effort by providing an excavator and accepted the yard waste at his property.

Richards Park:

- Inspected playground equipment.
- Switched the ice rink drains from winter to summer to allow the rink to drain and cleaned debris from the rink.

Riverwalk Park:

- The kayak launch will be installed around Memorial Day.
- There have been incidents of vandalism at the Riverwalk restroom. The handicap stall restroom door was ripped from its hinges.
- The City is asking Williams and Works for a proposal to design improvements to the Riverwalk. Potential improvements may include new bollards, improved walking surface, fire pit area, lighting and landscape.
- The City is advertising for proposals to install decorative lighted fountains in the Flat River adjacent to the Showboat as a DDA funded project. Bids will be opened April 17th.

Scout Park:

- No update

Stoney Lakeside Park - Dog Park - Skate Park:

- The gate to the boat launch will be opened to the public on April 15th. The boat dock will be reinstalled at the same time.
- Now that fundraising is complete, Bob Rogers is working with Grindline on the design phase of the skatepark project.
- DPW staff have been approached by several volunteer groups looking for projects. There is discussion about using volunteers and an artist to spruce up the exterior walls of the bathroom.

Miscellaneous Park Properties (Upper Bridge / McMahan / Moose / Rogers):

- DPW cleaned up debris around McMahan park.

LARA Trails (including path construction updates):

- No update