



**CITY OF LOWELL
PARKS AND RECREATION COMMISSION
TUESDAY, AUGUST 16, 2022 AT 6:00 P.M.
LOWELL CITY HALL**

1. CALL TO ORDER; ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)
 - a. July 19, 2022
4. REVIEW FINANCIAL REPORTS
5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA
6. NEW BUSINESS
 - a. YMCA Use of Creekside Park
7. OLD BUSINESS
 - a. Update on Recreation Plan, Focus Group Meetings.
 - b. Update on Community Garden
8. PARK UPDATES
 - a. Recreation Park
 - b. Stoney Lakeside Park/Dog Park/Skateboard Park
 - c. Creekside Park
 - d. Richards Park
 - e. Scout Park
 - f. Riverwalk Park/Showboat
 - g. Miscellaneous Park Properties (Upper Bridge/McMahan/Moose/Rogers)
 - h. LARA Trails
9. COMMISSIONER COMMENTS
10. ADJOURNMENT

Note: The next scheduled meeting September 20, 2022 at City Hall.

**LOWELL PARKS AND RECREATION COMMISSION
REGULAR MEETING
TUESDAY, JULY 19, 2022 AT 6:00 P.M.
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: Chairperson Paula Mierendorf, Casey Butler, Theresa Mundt, Susan Pomper,
Councilperson Leah Groves

Members Absent:

Others Present: Tanya DeOliveira from Williams & Works, Dan Czarnecki

2. APPROVAL OF THE AGENDA

IT WAS MOVED BY GROVES and seconded by MUNDT to approve the agenda as written.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

3. APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

IT WAS MOVED BY GROVES and seconded by BUTLER to approve the minutes from the May 10, 2022, regular meeting, as amended.

YES: 5. NO: 0. ABSENT: 0. MOTION CARRIED.

4. REVIEW FINANCIAL REPORTS

The financial information was reviewed by the board

5. CITIZEN COMMENTS FOR ITEMS NOT ON THE AGENDA

No comments were received or discussed on this item.

6. NEW BUSINESS

None

7. OLD BUSINESS

- a. Recreation Plan, Survey Update, Tanya DeOliveira
DeOliveira went over the online survey results, reviewing the comments and key findings. Many comments about development of Scout Park. Several comments about need for people with disabilities and teens. Wide range of comments. Discussion by board on next steps for focus groups. Would like to set three specific meetings: Passive Recreation, Disability Groups, and Sports Usage. Need to set boundaries for the groups and keep them focused and on task. DeOliveira said it would be her job at the meetings to keep them focused and moving forward. List of potential participants is being developed. All board members were asked to provide list of anyone they think would be good fits for the discussion, along with their contact info. DeOliveira and Czarnecki will put together questions and direction for the groups which will be provided to board members as they are developed. Will try to get this completed soon.
- b. Community Garden, Paula Mierendorf
Went over an update on the Community Garden. Shed is installed. Still needs some minor work on the inside for users to access. Still looking for a new leader of the Garden to take over and help shepherd the group. Showboat Garden Club has joined and are growing flowers for use around the area.

8. PARK UPDATES

- a. Recreation Park – DPW has Foreman Building ready for the Fair. Grounds are being readied by the Youth Fair. Baseball field lights being worked on. Football field irrigation turned on.
- b. Stoney Lakeside Park/Dog Park/Skateboard Park – Security cameras are being installed because of vandalism. Should be done soon. Beach water testing has been accomplished every week. Results for E. Coli are well under the threshold so far. Water was tested twice for algae blooms in June due to social media complaints of dogs getting sick from swimming in the water. Both results showed no blooms and minimal algae of all types.
- c. Creekside Park – Security cameras are being installed due to vandalism. Should be completed soon. Ballfield maintenance is being performed now that baseball is done for the summer. Aim to be completed in time for fall baseball. Community Garden is growing will!
- d. Richards Park –
- e. Scout Park
- f. Riverwalk Park/Showboat – Bathrooms are open every day. Schedule varies for the day/event. Opening at 9am, closing between 9-11 pm depending on the day.
- g. Miscellaneous Park/Properties (Upper Bridge/McMahan/Moose/Rogers)
- h. LARA Trails – Engineers are working with the water treatment facility to come up with a trail location behind the plant on ground higher than the river banks. May need to relocate facility security fence to accommodate trail.

9. COMMISSIONER COMMENTS

None

10. ADJOURNMENT

IT WAS MOVED BY GROVES, seconded by MUNDT to adjourn the meeting at 7:16 p.m.

Respectfully submitted,
Dan Czarnecki



301 East Main Street
Lowell, Michigan 49331
Phone (616) 897-8457
Fax (616) 897-4085
www.ci.lowell.mi.us

LEE FUND
August 1, 2022

FISCAL YEAR
2021-2022

CASH BALANCE:	
Fund balance available 2021-2022	\$9,920.00
EXPENDITURES:	
No expenditures	
Ending Balance:	\$9,920.00

08/11/2022

REVENUE AND EXPENDITURE REPORT FOR CITY OF LOWELL
PERIOD ENDING 03/31/2022

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	YTD BALANCE 03/31/2022	ACTIVITY FOR MONTH 03/31/2022	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 751 - PARKS						
101-751-593.000	KENT COUNTY YOUTH FAIR CONTRIBUTIONS	1,000.00	750.00	0.00	250.00	75.00
101-751-652.000	CREEKSIDE PARK REVENUE	0.00	0.00	0.00	0.00	0.00
101-751-653.000	PARK USER FEES	6,500.00	2,370.00	0.00	4,130.00	36.46
101-751-690.000-PK1301	PARKS GRANTS	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS		7,500.00	3,120.00	0.00	4,380.00	41.60
TOTAL REVENUES		7,500.00	3,120.00	0.00	4,380.00	41.60
Expenditures						
Dept 751 - PARKS						
101-751-702.000	SALARIES-PERMANENT	35,710.90	20,284.37	2,532.01	15,426.53	56.80
101-751-707.000	SALARIES-TEMPORARY	11,733.00	10,324.93	65.00	1,408.07	88.00
101-751-708.000	STANDBY	650.00	480.30	0.00	169.70	73.89
101-751-709.000	SALARIES-OVERTIME	300.00	553.49	0.00	(253.49)	184.50
101-751-715.000	SOCIAL SECURITY	3,702.00	2,485.06	203.42	1,216.94	67.13
101-751-716.000	HEALTH INSURANCE	5,845.56	3,263.92	426.88	2,581.64	55.84
101-751-717.000	LIFE INSURANCE	96.65	51.76	5.81	44.89	53.55
101-751-717.001	OPEB CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
101-751-718.000	PENSION	10,711.00	11,392.40	884.64	(681.40)	106.36
101-751-718.001	MERS DC PLAN	0.00	0.00	0.00	0.00	0.00
101-751-719.000	ACCRUED VACATION/SICK LEAVE	0.00	0.00	0.00	0.00	0.00
101-751-721.000	LONGEVITY	227.50	227.50	0.00	0.00	100.00
101-751-722.000	WORKERS COMPENSATION	2,000.00	1,003.04	83.33	996.96	50.15
101-751-723.000	DENTAL INSURANCE	378.07	202.96	27.39	175.11	53.68
101-751-723.001	OPEB CONTRIBUTION	0.00	0.00	0.00	0.00	0.00
101-751-724.000	EYECARE	110.18	52.71	8.02	57.47	47.84
101-751-725.000	DISABILITY INSURANCE	293.24	125.96	13.84	167.28	42.95
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	6,000.00	1,970.77	168.64	4,029.23	32.85
101-751-744.000	UNIFORMS	750.00	232.99	0.00	517.01	31.07
101-751-802.000	CONTRACTUAL	40,000.00	34,369.12	873.75	5,630.88	85.92
101-751-850.000	COMMUNICATIONS	500.00	305.92	38.24	194.08	61.18
101-751-864.000	CONFERENCES & CONVENTIONS	1,000.00	0.00	0.00	1,000.00	0.00
101-751-910.000	INSURANCE	4,000.00	4,656.00	0.00	(656.00)	116.40
101-751-920.000	PUBLIC UTILITIES	9,500.00	8,437.02	430.23	1,062.98	88.81
101-751-930.000	REPAIR & MAINTENANCE	10,000.00	2,675.64	0.00	7,324.36	26.76
101-751-931.000	VANDALISM	0.00	0.00	0.00	0.00	0.00
101-751-940.000	RENTALS	21,000.00	17,586.73	3,017.88	3,413.27	83.75
101-751-941.000	DATA PROCESSING	0.00	0.00	0.00	0.00	0.00
101-751-955.000	MISCELLANEOUS EXPENSE	500.00	0.00	0.00	500.00	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	65,000.00	59,600.00	0.00	5,400.00	91.69
101-751-990.000	GRANT EXPENDITURES	0.00	0.00	0.00	0.00	0.00
Total Dept 751 - PARKS		230,008.10	180,282.59	8,779.08	49,725.51	78.38
TOTAL EXPENDITURES		230,008.10	180,282.59	8,779.08	49,725.51	78.38
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		7,500.00	3,120.00	0.00	4,380.00	41.60
TOTAL EXPENDITURES		230,008.10	180,282.59	8,779.08	49,725.51	78.38
NET OF REVENUES & EXPENDITURES		(222,508.10)	(177,162.59)	(8,779.08)	(45,345.51)	79.62

9/??/22

PUBLIC PARKS USE AGREEMENT

THIS PUBLIC PARK USE AGREEMENT (the "Agreement") dated as of September ??, 2022, by and between the YMCA OF GREATER GRAND RAPIDS, a Michigan nonprofit corporation ("YMCA"), of 1335 W. Main St, Lowell, Michigan 49331 and the CITY OF LOWELL, a Michigan municipal corporation (the "City"), of 301 E. Main Street, Lowell, Michigan 49331.

RECITALS

- A. The City owns Creekside and Recreation Park, public parks (the "Parks"), within the city.
- B. The YMCA has requested permission to use the Parks for the purpose of games and related activities (the "Use").
- C. The City is willing to permit the YMCA to use the Parks for the Use subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective representations, covenants and agreements contained herein, the parties hereto agree as follows:

- 1. **Use of Parks.** The city agrees, pursuant to the terms and conditions of this Agreement to permit the YMCA to use the Parks for the Use.
- 2. **Usage Fees.** The YMCA shall pay the City the following usage fees:
 - A. **Participation Fee.** An annual participation fee shall be paid by the YMCA to the City for each YMCA participant participating in the YMCA activities at the Parks (the "Participation Fee"). The Participant Fee for the 2022 calendar year shall be \$10.00 per participant. The Participant Fee for subsequent calendar years during any extensions of the term of the Agreement shall be established by the City. The City agrees to notify the YMCA of the amount of the Participant Fee on or before November 1 proceeding the calendar year the Participant Fee is to be in effect. The Participant Fee shall be paid by the YMCA to the City not less than 30 days prior to the date the YMCA's activities are scheduled to begin at the Parks. The City will rely on the YMCA's signed written statement of the total number of participants to which the Participant Fee applies, *provided, however*, the YMCA will provide documentation of the number of such participants upon request of the City.
 - B. **Tournament Fee.** The YMCA shall pay the City a fee of \$100 per day for each day the YMCA holds a tournament, play-off games or all-star game and such use prevents the City from renting the pavilion at Creekside Park to another user (the "Tournament Fee"). The YMCA shall pay the City not less than 30 days before such activity is scheduled to be held.

3. **Scheduling of Activities.** The City shall be responsible for coordinating the scheduling of all activities of the YMCA and other users of the Parks. The YMCA agrees to work cooperatively with other users of the Parks. The YMCA agrees not to reserve fields at the Parks and then not use them except in the event of weather conditions or other extraordinary circumstances which prevent such use. The City shall determine the final schedule of activities at the Parks giving priority, in the event of a conflict, to the activities which will have the greatest number of participants.
4. **Maintenance.** During the time it has activities at the Parks, the YMCA shall be responsible for keeping those portions of the Parks it is using including the restrooms clean of litter and other debris and in an orderly and safe condition.
5. **Utilities.** To the extent determinable by the City, the YMCA shall be responsible for the timely payment of the cost of utilities, i.e., water, sanitary sewer, electric, etc., directly related to facilities it is using at the Parks. The City and the YMCA shall mutually agree on the method of measuring utility usage and the cost thereof.
6. **General Maintenance.** The City will be responsible for mowing the athletic fields at the Parks used by the YMCA as needed during the time such fields are being used by the YMCA and for providing routine cleaning and maintenance of the Parks' restroom and other facilities. The City will be responsible for one application per year of fertilizer and weed control to the athletic fields used by the YMCA. The YMCA shall be responsible, under the City's supervision, for repairing or restoring any damage or deterioration of such athletic fields or other facilities in the Parks caused by the YMCA's abnormal use.
7. **Concession Permits.** If the YMCA operates a concession business during its use of the Parks, it shall be responsible for obtaining and keeping current any licenses and permits required by the Kent County Department of Public Health or other governmental body or agency.
8. **Indemnification and Insurance.** The YMCA shall indemnify and hold harmless the City and its officers, councilmembers, agents and employees from and against any and all losses, expenses (including attorney fees and costs), claims and demands sustained by reason of negligence of the YMCA and its members, volunteers, participants, guests and invitees while using the Parks. The YMCA shall obtain and continuously maintain in effect during the term of this Agreement a policy of general liability insurance in the amount of \$2,000,000 per occurrence and in the annual aggregate with an insurance company licensed to do business in the State of Michigan. The City shall be named an additional insured on the policy and the policy shall provide a waiver of subrogation and at least 30 days written notice to the City of any cancellation, termination or material modification of the policy. The YMCA shall provide the City a current copy of the policy or certificate of insurance evidencing such coverage.
9. **Term.** The term of the Agreement shall begin on September 15, 2022, and end on March 31 2025. Thereafter, upon written approval of the City Council and the YMCA, this agreement may be renewed for successive one-year terms.

- 10. Annual Review.** The YMCA and the City agree to meet annually each year, to review this Agreement and the use of the Parks by the YMCA during the prior calendar year.
- 11. Early Termination.** This Agreement may be terminated by either party upon written notice to the other party of failure to comply with the terms of this Agreement and continued non-compliance for 30 days after such notice is given. In addition, this Agreement may be terminated at any time with or without cause upon 180 days advance written notice by one party to the other party. Any notice given to the City shall be by first class mail or personal delivery to 310 East Main Street, Lowell, Michigan 49331, Attention: City Manager and to the YMCA by first class mail for personal delivery to 1250 W. Main St., Lowell, Michigan 49331, Attention: President. Either party may notify the other of a change in the notice address by written notice in accordance with this paragraph.
- 12. Applicable Law.** This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
- 13. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto related to the subject matter hereto and there are no other representations, promises or agreements, oral or written, expressed or implied between the parties hereto.
- 14. Amendment and Assignment.** This Agreement may not be amended or assigned without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the City and the YMCA have caused these present by their respective authorized officer(s), all as of the day and year first written above.

**LOWELL YOUNG MEN'S
CHRISTIAN ASSOCIATION, a
branch of the YMCA OF GREATER
GRAND RAPIDS**

By: _____

Its: _____

CITY OF LOWELL

By: _____
Michael DeVore, Mayor

Attest: _____
Susan Ullery, City Clerk

City of Lowell
Parks and Recreation Plan

Meeting Agenda

1. Introductions
2. Overview of Parks and Recreation Master Plan project
3. Outline intent of Focus Group meeting

Passive Recreation Focus Group Questions

1. What excites you about the park and recreation facilities/programs in the City of Lowell?
2. What's the top priority when it comes to the City's parks and recreation facilities/programs to you?
3. What do you perceive are the biggest strengths for the City's park and recreation facilities/programs? Biggest weaknesses?
4. What is missing from or what needs are unmet with park and recreation facilities/programs in the City?
5. What could be done to improve the marketing of the Parks?
6. In one word or statement, describe the City of Lowell's parks and recreation – whatever it means to you.
7. What else might you like to share?

City of Lowell
Parks and Recreation Plan

Meeting Agenda

1. Introductions
2. Overview of Parks and Recreation Master Plan project
3. Outline intent of Focus Group meeting

Sports Focus Group Questions

1. What excites you about the park and recreation facilities in the City of Lowell?
2. As it relates to sports programming, what do you perceive are the biggest strengths for Lowell's parks and recreation facilities/programs? Biggest weaknesses?
3. As it relates to sports programming, what is missing from or what needs are unmet with park and recreation facilities/programs in the City?
4. What partnership opportunities could there be between sports leagues the City?
5. If you could improve three sports related activities, programs, and/or facilities what would those be?
6. In one word or statement, describe the City of Lowell's parks and recreation – whatever it means to you.
7. What else might you like to share?

City of Lowell
Parks and Recreation Plan

Meeting Agenda

1. Introductions
2. Overview of Parks and Recreation Master Plan project
3. Outline intent of Focus Group meeting

Creating Accessible Recreation Spaces and Programs Focus Group

1. What excites you about the park and recreation facilities/programs in the City of Lowell?
2. Tell me about the activities, services, and/or facilities you use.
3. What does parks and recreation accessibility mean to you?
4. If the City were to invest immediately in recreation facilities, would you prefer the development of a single park dedicated to accessibility or would you prefer that all facilities were enhanced?
5. What is missing from or what needs are unmet with park and recreation facilities/programs in the City?
6. What types of ground covering would you prefer, if any, in areas around play structures?
7. Trails are an important feature in the community. Are the trails that have been developed working for you? What kind of trails do you use and/or prefer?
8. In one word or statement, describe the City of Lowell's parks and recreation – whatever it means to you.
9. What else might you like to share?