



PARKS &
RECREATION

CHARTER TOWNSHIP OF SUPERIOR PARKS & RECREATION COMMISSION MEETING

The Superior Township Parks & Recreation Commission

Will hold a SPECIAL MEETING regarding
FARMING LEASE & EQUIPMENT PURCHASE

on

MONDAY, SEPTEMBER 15, 2025 @ 6:00 p.m.

at

SUPERIOR TOWNSHIP HALL

3040 N. Prospect Rd.

Superior Township, MI 48198

(N/E Corner of Cherry Hill & Prospect)

Superior Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon four (4) business days' notice to the Township. Individuals requiring auxiliary aids or services should contact Superior Charter Township Parks & Recreation Department.

For additional info call: (734) 480-5502
or email: superiorparks@superior-twp.org

CHARTER TOWNSHIP OF SUPERIOR PARKS & RECREATION COMMISSION MEETING

Sharon Bryant-Phillips	Nahid Sanii-Yahyai
Martha Kern-Boprie	Jack Smiley
Curtis Freeman	Gregory Vessels
Sarah Devereaux	Matthew Yahyai

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PARKS &
RECREATION



**PARKS & RECREATION COMMISSION SPECIAL MEETING
SEPTEMBER 15, 2025 @ 6:00 P.M.
AGENDA**

- 1) CALL TO ORDER**
- 2) ROLL CALL**
- 3) FLAG SALUTE**
- 4) AGENDA APPROVAL**
- 5) CITIZENS PARTICIPATION**
- 6) NEW BUSINESS**
 - A) Approve Revised Zero-Turn Mower Quote
 - B) Approve Revised Farming Agreement
- 7) PLEAS AND PETITIONS**
- 8) ADJOURNMENT**

Next Meeting: Monday, September 22, 2025 @ 6:30pm

6A

Boullion Sales

OUTDOOR POWER EQUIPMENT



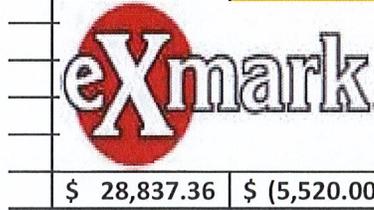
Name: Superior Township Juan Bradford

Phone: 734-649-1991

email: jbradford@superior-twp.org



Model	Description	Price	Omnia Discount Applied	Sub total
Lazer Z Diesel 25hp Yanmar 3TNV80FT Diesle with 72" Ultracut Series 4 deck susp seat and 15" Semi Pneum Tires	25hp 72" ZTR	\$ 27,599.00	\$ (5,520.00)	\$ 22,079.00
MK726 Micro Mulch	mulch kit	\$ 575.99		\$ 575.99
Exmark Surcharge		\$ 662.37		\$ 662.37
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		\$ 28,837.36	\$ (5,520.00)	\$ 23,317.36
			tax	tax exempt
			Total	\$ 23,317.36
			Trade in 2007 ZTR	\$ (2,200.00)
			Trade in 2013 ZTR	\$ (3,500.00)
			Total	\$ 17,617.36



Mike Riley

734-426-8527 mike@boullionsales.com

8/21/2025

Mike Riley, Sales Manager

Date

Price on this sales quote is an estimate and is subject to being increased.

Final pricing and applicable programs will be established at Delivery.

Order cancellation and refund of earnest money deposits are available in the event of a price increase between the date of the quote and the date of delivery."

Kubota Financed equipment must be insured. KTAC Insurance is quoted above. Quotes valid for 14 days

Insurance MUST cover the machine ON and OFF PROPERTY

6B.

2026 - 2028 LAND AGREEMENT BETWEEN SUPERIOR CHARTER TOWNSHIP PARKS & RECREATION COMMISSION AND MR. STEVEN PEACH

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between Superior Charter Township Parks & Recreation Commission (“STPRC”) and Steven Peach (“Mr. Peach”).

Demised Premises. STPRC enters into an agreement allowing Mr. Peach to occupy and use for agricultural purposes 205 acres of real property, of which 194 acres are tillable, located in Sections 20 and 29 in Superior Charter Township referred to as the southern half of the BirdSong Nature Preserve, and the Superior Township Community Farm (the “Premises”). The Premises are outlined in red in the attached maps labeled BirdSong Farming Agreement and Superior Township Community Farm Farming Agreement.

1. **Term.** The initial (3) three-year term of this Agreement shall run January 1, 2026, through December 31, 2028. At the end of each calendar year, if both parties are in agreement, an additional (1) one-year extension will be added to the end of the term of the Agreement. Up to _____, (1) one-year extensions may be added to the overall Agreement for a maximum term of _____ years.

2. **Purpose.** The Premises is to be used by Mr. Peach for farming operations and no other uses without the prior written consent of STPRC.

3. **Covenants.**

3.1. STPRC Covenants. STPRC covenants with Mr. Peach to:

- (a) Allow Mr. Peach the full use of the Premises during the term of the agreement.
- (b) All Crops harvested will belong to Mr. Peach.
- (c) STPRC reserves the right to remove up to 20 acres from farming operations from the Superior Township Community Farm property, at a date TBD, for the development of infrastructure.
- (d) STPRC reserves the right to remove up to 15 acres from farming operations from the BirdSong Nature Preserve, in August of 2026 for wetland restoration.

3.2. Mr. Peach Covenants. Mr. Peach covenants with STPRC to:

- (a) Use the Premises only for the permitted purposes listed above or any permitted purpose that STPRC later gives written permission to do;

- (b) Comply with present and future laws, regulations and orders relating to the occupation and use of the Premises;
- (c) Permit the STPRC to enter the Premises at any time.
- (d) Maintain in good condition any portion of the Premises which is not being farmed.
- (e) The consideration for the use of the land for farming by Mr. Peach will be the soil and property management of the Premises.
- (f) Any improvements, enhancements, additives, and amenities to the soil of the tillable areas shall be at the discretion and expense of Mr. Peach.
- (g) Mr. Peach agrees to perform (1) one hour of land improvements to the natural areas for every (3) tillable acres outside of normal farming operations annually during the term of this Agreement. Improvements may include, but are not limited to, invasive vegetation removal, brush clearing, and walking trail establishment.
- (h) Mr. Peach will provide STPRC with quarterly reports documenting land improvements performed and hours committed to each improvement.

4. **Best Management Practices.** Mr. Peach agrees to employ standard best management practices and to comply with all federal, state, and local laws, regulations, ordinances, decrees, and rulings in connection with the use of the Premises and any agricultural or other activities conducted thereon.

5. **Regenerative Farming Practices.** Mr. Peach agrees to implement and maintain regenerative farming practices on all leased/managed land within _____ years. Such practices shall include, but are not limited to, methods that improve soil health, increase biodiversity, enhance water retention, and promote ecological balance. Mr. Peach shall refrain from unnecessarily using herbicides, pesticides, or other chemical inputs that may cause long-term harm to the soil, air, water, or residents of Superior Township. Only products and methods that are consistent with regenerative agriculture and that do not negatively impact human or environmental health may be used.

6. **Hunting.** In order to reduce the amount of feeding damage to crops and native vegetation during the year, deer may be hunted under deer damage permits issued by the DNR, within the limits of their rules and regulations. The number of hunters will be limited to facilitate safety, and each hunter will be required to sign waivers of liability to protect the township.

7. **Care and Surrender of the Premises.** Mr. Peach shall commit no waste on the Premises. Upon any termination of this Agreement, Mr. Peach shall surrender possession of the Premises, without notice, in as good condition as at the

commencement of the term, reasonable wear and tear and casualty beyond Mr. Peach's control being excepted. Mr. Peach shall be responsible for any environmental clean-up required by the proper authorities, for which contamination resulted from farming activities.

8. **Entry by STPRC.** STPRC, STPRC's agents and representatives may at any reasonable time enter the Premises, however, in so doing, STPRC, STPRC's agents or representatives will endeavor to avoid interfering with the use and occupancy of the Premises by Mr. Peach.
9. **Indemnity.** Mr. Peach and any other workers or hunters employed by Mr. Peach, shall indemnify STPRC against, and hold STPRC harmless from, all claims, demands, and/or causes of action, including all reasonable expenses of STPRC incident to such proceedings, for injury to, or death of any person, or loss of, or damage to, any property, where such claims, demands, and/or causes of action are not caused by the negligence, omission, intentional act or breach of contractual duty of or by STPRC or anyone for whom STPRC is responsible. Mr. Peach's agreement to indemnify STPRC must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of STPRC, arising from any hazardous waste generated by farming operations.
10. **Waiver of Liability.** Mr. Peach and any workers or hunters associated with the farming and land management operations undertaken by Mr. Peach will provide STPRC with a signed Waiver and Release of Liability prepared by STPRC.
11. **Insurance.** Mr. Peach shall obtain and keep in effect general liability insurance in the amount of \$2,000,000 aggregate, against any and all claims for personal injury or property damage occurring in or upon the Premises during the term of the Agreement and any extensions. Mr. Peach shall provide STPRC with a current Certificate of Insurance naming Superior Charter Township as a Certificate Holder. STPRC shall have the right to purchase such insurance, and the cost shall be a charge against Mr. Peach.
12. **Assignment or subletting.** Mr. Peach does not have the right to assign or sublet this Agreement without STPRC's written consent.
13. **Minerals.** Nothing in this Agreement confers upon Mr. Peach the right to minerals underlying the Premises.
14. **Waiver.** The failure of STPRC or Mr. Peach to insist upon prompt and strict performance of any of the terms, conditions or undertakings of this Agreement, or to exercise any option conferred, in any one or more instances, except as to the option to extend or renew the term, shall not be construed as a waiver of the same or any other term, condition, undertaking or option.
15. **Parties Bound.** The terms, covenants, agreements, conditions and undertakings contained in this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties.

16. Entire Agreement, Modification, Severability. This Agreement contains the entire agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement will alter the covenants, agreements and undertakings set forth. This Agreement shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Agreement or its application to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and each term and provision of this Agreement is valid and be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day, and year first above written.

Signed and acknowledged in our presence:

SUPERIOR TOWNSHIP PARKS & RECREATION COMMISSION:

Nahid Sanii-Yahyai
Parks & Recreation Commission Chair

Martha Kern-Boprie
Parks & Recreation Commission Secretary

MR. PEACH:

Steven Peach