

Superior Charter Township Parks & Recreation Commission
Regular Meeting
August 24, 2026

Proposed Minutes

1. Call to Order

The meeting was called to order by Chair Nahid Sanii-Yahyai at 6:30 pm.

2. Roll Call

Park Commissioners present: Nahid Sanii-Yahyai, Greg Vessels, Martha Kern-Boprie, Jack Smiley, Matthew Yahyai

Park Commissioners absent: Curtis Freeman, Sharon Bryant-Phillips

Others present: Juan Bradford, Parks & Recreation Director; Trustee Ken Schwartz, Trustee Sarah Devereaux; Brenda Baker

3. Flag Salute

Chair Nahid Sanii-Yahyai led those assembled in the Pledge of Allegiance to the Flag.

4. Agenda Approval

It was moved by Matthew Yahyai and supported by Greg Vessels to approve the agenda as drafted. The motion carried.

5. Prior Meeting Minutes Approval

A. July 27, 2026, Regular Meeting

It was moved by Greg Vessels and supported by Matthew Yahyai to approve the minutes of July 27, 2026, with the following corrections:

Reports A. Chairperson

second paragraph, first and only sentence, after the words "Jack Smiley mentioned" delete the words "there is a potential" and replace with the words "he encouraged a" and after the word "rezoning" delete the word "request" so the sentence reads "Jack Smiley mentioned he encouraged a rezoning for the Eyde property that abuts the community farm property on Vreeland road."

Reports B. Director

Second sentence, in the portion that currently reads "...the cancelled Moving Night..." correct to "...the cancelled Movie Night..." In the fourth sentence, in the portion that currently reads "...contacted him about conducted another back-to-school backpack give-a-way..." delete the words "conducted another" and insert the word "a" so the sentence reads "...contacted him about a back-to-school backpack give-a-way..."

The minutes of July 27, 2026, with noted corrections were approved.

6. Citizen Participation

Brenda Baker commented on the portion of the Director's Report concerning Clay Hill Farm. She said she contacted the Township Clerk, and the action by the Township Board on August 17, 2026, constituted first reading approval. Brenda also informed the Park Commission of a date error in the C2PST August Infographic. The date of the Michigan Folk School Folk Festival is incorrectly listed as September 20. The correct date is September 19.

7. Reports

A. Chairperson

Chair Nahid Sanii-Yahyai reported she attended the August 8 Movie Night. Attendance was fair, but a bit less than last year, possibly due to weather. She attended the Township Board meeting on August

17. Trustee Ken Schwartz was present in the Park Commission meeting and provided a historic synopsis of actions related to the Rock property that is now the BirdSong and Community Farm preserve. Nahid attended the Bug Hunt event on August 22. Many people attended this event, and it was well organized, but was rained out.

B. Director's Report

Juan Bradford submitted a written report. There were many events held in Fireman's Park during August, hosted by other community groups. The theater performance in the Dixboro Village Green was well done and well attended. A decision is expected in a few months on the grant application to North American Wetlands Conservation Act (NAWCA) submitted by Ducks Unlimited for restoration of the BirdSong Nature Preserve. If awarded, this grant could provide up to \$98,000.00 in funding.

C. Board Liaison

Trustee Sarah Devereaux reported on the August 17 Township Board meeting. The meeting was well attended. The audit report was received. Sarah found the audit report difficult to follow structurally. She provided highlights of the audit report to the Park Commission.

A focus in the audit report was on the cell tower revenue. Although this revenue, or approximately \$600,000.00 has been received and deposited in township bank accounts, it is not largely considered part of the available fund balance because it covers future years. The General Fund balance grew, primarily due to ARPA funds. Expenses exceeded budget in a few places. The Fire Fund expenses exceeded revenue. The Law Fund underspent revenue. The Utility Fund had strong positive performance. Treasurer Lisa Lewis performed very well.

The LaSalle lawsuit regarding construction of the Clark Road pump station was settled for \$1.8 million. Payment of the \$1.8 million came from the Utility Fund, which planned for it.

Timbercreek Housing on MacArthur Blvd is moving forward.

Discussion took place on the Clay Hill Farm.

The Beautification Committee is active with three members in addition to Sarah. Neighborhoods of Woodside, Oakbrook and Geddes Ridge are represented by these members. The committee focuses on blight issues. Over 80 blight issues have been identified and over 40 have been resolved. The committee is working on how to access and collaborate with the senior citizen millage to resolve blight issues.

D. Board Meeting Attendee

Sharon Bryant-Phillips was the Park Commissioner scheduled to attend the August 17 township board meeting, but she did not provide a report. Nahid Sanii-Yahyai and Jack Smiley attended the meeting, but were not the scheduled Park Commissioner.

E. Park Steward

Mike Soloman was present at the Bug Hunt event on August 22.

F. Safety

Juan Bradford reported there were no accidents or injuries during the past month. The employee that was off work for six weeks due to health reasons has returned to work. The employee has not and will not file a workers compensation claim.

It was moved by Martha Kern-Boprie and supported by Matthew Yahyai to receive the reports. The motion carried.

8. Communications

A. Committee to Promote Superior Township: August 2026 Infographic

B. YMCA Healthy Kids Day

C. CLR Academy Report 2026 Q2

It was moved by Martha Kern-Boprie and supported by Matthew Yahyai to receive the communications. The motion carried.

9. Old Business

A. BirdSong Nature Preserve Update

Jack Smiley provided an update on the BirdSong Nature Preserve. The township is moving toward the real estate closing. As part of this, Resolution 2026-41 was approved at the August 17 Township Board meeting to authorize Supervisor Emily Dabish-Yahkind to execute documents associated with the closing, and that funds required at closing will be paid from the Park Fund. Funds reimbursed to the township will be deposited in the Park Fund. Jack hopes to have parking lots installed in the fall of 2026. He is considering approaching Ann Arbor for funding for the Community Farm. He also seeks to obtain a good easement to protect it. It is most effective if a non-profit organization holds the easement. He noted that more bird species have been spotted in the BirdSong preserve than in Cherry Hill Nature Preserve. Sarah Devereaux also supported the importance of good easements to protect vulnerable lands from development as data centers.

B. Disc Golf Course Update

The course is nearly complete. A "Soft Opening" is planned for later this week.

C. Blue Sky Tennis Summer 2026 Report

The "Try Tennis" program took place in Community Park during July 11 through August 8. A total of 82 children participated. Attendance by age group was:

Age Group	Attendance
5 – 7 years	42
8 – 10 years	29
11 – 14 years	11

Blue Sky Tennis suggested distributing paper flyers about the program directly to neighborhoods in future years.

D. Dixboro Mural Fundraiser

This is a proposal to paint a nature inspired mural on the Dixboro schoolhouse shed walls. The cost of the mural is \$750.00. Donations are sought to pay the cost. Presently donations totaling \$500.00 have been received in the past week.

10. New Business

A. Live! Here! Now! event September 12: volunteers needed

The Live! Here! Now! event will take place on Saturday September 12 in Fireman's Park from 4:00 to 7:00 pm. The following park commissioners volunteered to help with this event:

Nahid Sanii-Yahyai Matthew Yahyai

Martha Kern-Boprie

Volunteers should arrive by 3:30 pm.

B. Nature Hunt Bingo event September 26: volunteers needed

The Nature Hunt Bing event will take place on Saturday September 26 in Cherry Hill Nature Preserve from 1:00 to 3:00 pm. The following park commissioners volunteered to help with this event:

Nahid Sanii-Yahyai Matthew Yahyai

Martha Kern-Boprie Greg Vessels

Volunteers should arrive by 12:15 pm.

C. Resolution proposed by Board of Trustees concerning "Rock Property"

The Township Board of Trustees proposed and reviewed a resolution to rescind resolution 2024-40 concerning the "Rock Property" at its meeting on August 17, 2026. After discussion, action on the resolution was postponed until September 2026.

- D. BirdSong/Community Farm Property Work 2026
Farmer Steven Peach reported hours he has worked in the BirdSong/Community Farm property in 2026 through 3/18/26. These total 14.5 hours. Mr. Peach is required to perform one hour of work for every three of the 75 tillage acres in the property. He plans to render the remaining work hours after the harvest is complete.
- E. Proposed 2027 BirdSong Farming Agreement
A draft agreement for farming of the 75 tillable acres of the BirdSong/Community Farm property by Steven Peach in 2027 was presented to the Park Commission for review. The text of the draft agreement is similar to the agreement approved for 2026, and that text is detailed here.

2027 BirdSong Farming Agreement between Superior Charter Township Parks & Recreation Commission and Mr. Steven Peach
Demised Premises

Superior Charter Township Parks & Recreation Commission (SCTPRC) enters into an agreement allowing Mr. Peach to occupy and use for agricultural purposes 95 acres of real property, of which 75 acres are tillable, located in Section 20 in Superior Charter Township referred to as the southern half of the BirdSong Nature Preserve, (the "Premises"). The Premises are outlined in red and yellow in the attached maps labeled BirdSong Farming.

1. **Term** The (1) one-year term of this Agreement shall run January 1, 2027, through December 31, 2027.
2. **Purpose** The Premises is to be used by Mr. Peach for farming operations and no other uses without the prior written consent of SCTPRC.
3. **Covenants**
 - 3.1 **SCTPRC Covenants** SCTPRC 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. SCTPRC reserves the right to remove up to 15 acres from farming operations from the BirdSong Nature Preserve, in _____ of 2027 for wetland restoration.
 - 3.2 **Mr. Peach Covenants** Mr. Peach covenants with SCTPRC to:
 - a. Use the Premises only for the permitted purposes listed above or any permitted purpose that SCTPRC 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 SCTPRC 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 improvement, 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 SCTPRC 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 Agricultural Practices**

Mr. Peach agrees to continue implementing regenerative agricultural practices on all leased land and limit the use of pesticides, herbicides, or other chemical inputs. Regenerative agriculture is defined as a holistic approach to farming that aims to restore and improve the health of the soil and wider ecosystem by focusing on practices like no-till farming, keeping living roots in the soil, increasing plant and animal diversity, and using cover crops to build soil organic matter and carbon. The goal is to create more resilient, productive farms that are in harmony with nature, rather than depleting it, while also mitigating climate change by sequestering carbon in the soil. Only products and methods that are consistent with regenerative farming should 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. Mr. Peach agrees to coordinate with the DNR and oversee all hunters to ensure a smooth process without causing disruption to farming activities.

7. **Care and Surrender of the Premises**

Mr. Peach shall commit no waste on the Premises. Upon termination of this Agreement, Mr. Peach shall surrender possession of the Premises, without notice, in as good a 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 SCTPRC**

SCTPRC, SCTPRC's agents and representatives may at any reasonable time enter the Premises, however, in so doing, SCTPRC, SCTPRC'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 employed by Mr. Peach, shall indemnify SCTPRC against, and hold harmless from, all claims, demands, and/or other causes of action, including all reasonable expenses of SCTPRC 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 SCTPRC or anyone for whom SCTPRC is responsible. Mr. Peach's agreement to indemnify SCTPRC must include, but not be limited to, all claims, demands, and/or causes of action, including all reasonable expenses of SCTPRC, arising from any hazardous waste generated by farming operations.

10. **Waiver of Liability**

Mr. Peach and any workers associated with the farming and land management operations undertaken by Mr. Peach will provide SCTPRC with a signed Waiver and Release of Liability prepared by SCTPRC.

11. Insurance

Mr. Peach shall obtain and keep in effect general liability in the amount of \$2,000,000.00 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 SCTPRC with a current Certificate of Insurance naming Superior Charter Township as a Certificate Holder. SCTPRC 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 SCTPRC'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 SCTPRC 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.

Park Commissioners discussed the text of the proposed draft 2027 agreement with Steven Peach. Juan Bradford noted he had no problems working with Mr. Peach during 2026.

It was moved by Martha Kern-Boprie and supported by Nahid Sanii-Yahyai to approve the farming agreement with Steven Peach for the 95 acres in the Bird/Song Nature Preserve located in Section 20 of Superior Charter Township as detailed above, for calendar year 2027 from January 1, 2027, through December 31, 2027. A roll call vote was taken on the motion:

Nahid Sanii-Yahyai	Yes
Greg Vessels	Yes
Martha Kern-Boprie	Yes
Sharon Bryant-Phillips	Absent
Jack Smiley	Yes
Curtis Freeman	Absent
Matthew Yahyai	Yes

The motion carried.

F. 2027 Budget Preparation

Juan Bradford provided Park Commissioners with a worksheet to begin drafting the 2027 budget with. He clarified that data in the middle column of this worksheet that presently contains the heading "2026 ACTIVITY THRU 12/31/26" is really the "Year to Date total at 7/31/26". Juan asked at least two park commissioners to work with him on drafting the 2027 budget. Nahid Sanii-Yahyai and Martha Kern-Boprie volunteered to do work with Juan on the budget.

11. Bills for Payment

It was moved by Greg Vessels and supported by Jack Smiley to approve payment of the bills through 8/24/2026 totaling \$34,868.26. The motion carried.

12. Financial Statements

A. July 2026 Revenue & Expenditure Report

B. July 2026 Balance Sheet

It was moved by Greg Vessels and supported by Matthew Yahyai to receive the July 2026 financial statements. During discussion on the motion, Jack Smiley noted that the Park Commission will have to decide from which funds in the Balance Sheet we will draw the operating deficit from. He also commented that he does not support approving a deficit budget for 2027. The motion to receive the July 2026 financial statements carried.

13. Pleas and Petitions

Juan Bradford asked Sarah Devereaux where was a large parcel of land on Geddes Road near the Superior Road roundabout that she thought was owned by the University of Michigan. After discussion, it was clarified to be the Radrick Farms Golf Course on the north side of Geddes Road a few miles west of Superior Road. This golf course is owned by the University of Michigan.

14. Adjournment

It was moved by Greg Vessels and supported by Matthew Yahyai to adjourn at 8:06 pm. The motion carried.

Submitted by,
Martha Kern-Boprie, Park Commissioner and Secretary