

**Memorandum of Agreement
Between Hartland Township, Hartland Area Youth Athletic Association (HAYAA)
and Hartland Community Soccer Association (HCSA)**

WHEREAS, Hartland Township (the "Township") is constructing a public park (the "Park") on Highland Road (M-59), west of Fenton Road, and providing athletic fields for the Hartland Area Youth Athletic Association ("HAYAA") and Hartland Community Soccer Association ("HCSA");

WHEREAS, HAYAA and HCSA have a long tradition of positively serving children in the Township by providing recreational opportunities of football, lacrosse and soccer activities through the use of volunteers at little cost to the Township;

WHEREAS, the Township, HAYAA and HCSA (the "Parties") have determined that installation of an irrigation system, horizontal well, temporary generator power and DTE electrical service (the "Irrigation") are necessary for the successful development of the Park and that the cost, future operation and maintenance thereof should be apportioned between the Parties; and

WHEREAS, the Parties desire to enter into an agreement regarding the apportionment of cost, use, maintenance and preservation of the Irrigation, fields, parking lot and driveways in the Park; and

WHEREAS, the Township has determined that this Agreement is in the public interest and serves and advances a public purpose,

NOW, THEREFORE, the Parties agree as follows:

- I. The term of this Agreement shall commence immediately and shall expire December 31, 2022. The Parties agree to meet in November of each year to discuss mutual operations, maintenance, improvements and the eventual renewal of this Agreement.
- II. HAYAA and HCSA shall each deposit Thirty Thousand Dollars (\$30,000) with the Township by May 21, 2012, to be credited toward the cost of the Irrigation. The Township shall then install the Irrigation as described in the preliminary cost estimate (Exhibit A). HAYAA and HCSA shall each deposit an additional Twenty Thousand Dollars (\$20,000) with the Township by October 31, 2012, to be further credited toward the cost of the Irrigation. The Township will provide the Parties with final invoice copies for all costs of the Irrigation when completed. The Parties agree to the apportionment of cost for the Irrigation outlined in Exhibit B. The Township shall receive a credit for any remaining final costs, as described in Exhibit B, it incurs for installing the Irrigation. Such credit shall be applied to the Township's payments outlined below.
- III. The Township agrees to provide use of the Park to HAYAA and HCSA under the following conditions:
 - a. Only for the purpose of HAYAA and HCSA sanctioned football, lacrosse and soccer activities for children between the ages of three (3) and nineteen (19).
 - b. HAYAA and HCSA shall submit a "requested use" schedule (including general anticipated need for dates, times, days per week, etc.) to the Township by March 31 and June 30 each year, which shall be reviewed to confirm the availability of the Park and to protect the best interest of the Township. After approval by the Township, the schedule shall become "final", and no changes shall be made without written approval of the Township. Approvals will not be unreasonably withheld.
 - c. HAYAA and HCSA shall provide a detailed game and practice schedule prior to each season that includes identification and contact information for each team scheduled.
 - d. HAYAA and HCSA agree to use and occupy the Park in accordance with all applicable ordinances, statutes, codes, laws, rules and regulations.
 - e. Access to the driveways, parking lot and other common areas of the Park shall remain open to the general public during all HAYAA and HCSA activities.
- IV. The Township shall pay One Thousand Four Hundred Sixty Two and 50/100 Dollars (\$1,462.50) to HAYAA (60%) and Nine Hundred Seventy Five and no/100 Dollars (\$975.00) to HCSA (40%) by the 15th of each month from March through October, beginning September 15, 2012, in consideration of the following services for the Park to be provided by HAYAA and HCSA:

- a. The Park shall be maintained in good condition, recognizing they are part of a park serving the general public.
 - b. Grass turf areas shall be mowed once every two weeks between the months of April and October, from the abutting Highland Road right of way to the northern most athletic fields. Proper weed prevention and fertilization treatments shall also be applied on a regular schedule.
 - c. Any portable toilets provided by HAYAA or HCSA shall be:
 - i. First approved by the Township as to color and location;
 - ii. Unlocked, open and operational during all HAYAA and HCSA sanctioned activities;
 - iii. Cleaned, serviced and maintained in good and safe working order as a clean, useable facility, with all necessary supplies (including toilet paper and deodorizer).
 - d. Any other structures or appurtenances shall also be pre-approved by the Township, cleaned, serviced and maintained in good and safe working order as a clean, useable facility.
 - e. Proper parking of spectator cars and proper crowd control to allow access for emergency vehicles and personnel shall be maintained.
 - f. Litter control shall be provided to the Park daily during HAYAA and HCSA sanctioned activities and trash receptacles shall be emptied when more than half full, but at least weekly. All rubble shall be properly disposed in a dumpster to be provided by HAYAA and HCSA in an area approved by the Township. The dumpster shall remain locked, to deter illegal dumping, and it shall be emptied at least bi-weekly.
 - g. When deemed by the Township to have occurred during HAYAA and/or HCSA sanctioned activities, prominent graffiti shall be painted out within one week of discovery. Other incidental graffiti shall be painted out annually.
 - h. Supplemental 22A limestone aggregate (if necessary) shall be applied, and the graveled parking lot and driveways shall be graded by April 30 each year.
 - i. The Irrigation shall be serviced and maintained in good and safe working order. The Irrigation shall be winterized and confirmation sent to the Township by November 15 each year.
 - j. HAYAA and HCSA may provide maintenance or services to a higher or more frequent standard than identified above, providing HAYAA and HCSA assumes all related costs resulting from the higher standard and complies with any present or future federal, state, or local laws and policies.
 - k. If the Township determines that any of this required maintenance is not being done effectively, the Township will provide one (1) business day notice to HAYAA and HCSA to correct the condition. If it is not completed satisfactorily, the Township will provide the service and bill HAYAA and HCSA for the cost of service and HAYAA and HCSA will pay all costs related to this service.
- V. The Township shall pay all electrical bills for the Park and provide the Parties with copies thereof. The Township shall receive a credit for all electrical bills paid, which credit will be applied to the monthly payments to HAYAA (60%) and HCSA (40%) outlined above.
- VI. The Township shall retain the right to allow and approve rental of the Park by others during those times when HAYAA or HCSA are not scheduled, provided the Park is returned in good, clean, playable condition. The Township shall be the point of contact for all such requests and will share the request with HAYAA and HCSA in order to identify potential conflicts and resolutions thereof. In consideration of the payment for services above, HAYAA and HCSA agrees to provide dumpster and portable toilet access (if already on site), to the same standard described, for up to ten (10) additional days for rental of the Park by others. For any other services HAYAA and/or HCSA may provide to other renters of the Park (e.g. lining/marketing fields), they shall be permitted to charge a reasonable fee to recover any costs HAYAA and/or HCSA may incur. HAYAA and HCSA shall submit a schedule of permissible fees and charges to the Township by March 31 of each year.

- VII. Any other maintenance, safety or liability concerns not provided for in this Agreement should be reported to the Township by HAYAA and HCSA within one (1) business day for review and correction, if necessary.
- VIII. HAYAA and/or HCSA shall make no modifications to the Park without the permission of the Township.
- IX. Any and all news releases, websites, or other types of publicity pertaining to the activities of HAYAA football, lacrosse and HCSA soccer shall recognize the Township as a participating sponsor and represent the Township in a positive and favorable light.
- X. HAYAA and HCSA agrees that it will indemnify, hold and save the Township and its officers, agents, contractors and employees whole and harmless and defend same from and against all claims from any an act, omission, negligence or misconduct on the part of HAYAA and HCSA or any of its agents, servants, employees, contractors, guests or invitees resulting from its use of the Park.
- XI. HAYAA and HCSA shall furnish a copy of a liability insurance policy naming the Township as insured in the amount of \$1,000,000, together with a signed copy of this agreement and a copy of the approved schedule before using the facilities for any purpose. Such liability insurance will also be required of any sub-contractors hired by HAYAA and HCSA prior to working on park property.
- XII. The Township may terminate and/or cancel this Agreement upon default or breach of any obligation or material terms contained herein by either HAYAA or HCSA and only if said default or breach is not remedied within a reasonable time after notice of the default or breach is given by the Township in writing to the entity in default or breach. Reasonable time for remedying the default or breach shall be specified by the Township in its notice and shall be based on the circumstances given rise to the default or breach. Revocation shall only apply to the entity determined to be in breach as previously described.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown with their respective signatures.

Hartland Area Youth Athletic Association
By: [Signature]
Its: FOOTBALL COMMISSIONER
Date: 5-21-12

Hartland Community Soccer Association
By: [Signature]
Its: HARTLAND SOCCER, VP
Date: 5-21-12

Hartland Township
By: [Signature]
William J. Fountain, Township Supervisor
Date: 6-5-12

Irrigation – Preliminary Cost Estimate

Irrigation System	\$ 95,000
DTE Electrical Service	60,000
DeWind Horizontal Well (including \$ 500 testing)	20,000
Temporary Generator Power (Two Months)	<u>15,000</u>
Total Preliminary Cost Estimate	<u>\$ 190,000</u>

Attachment: Eagle Golf Construction Bid – May 10, 2012



Eagle Golf Construction, Inc.

Mr. Mike Darga
HRC, Inc.
105 Grand River Avenue
Howell, MI 48843

May 10, 2012

Re: Hartland Township Athletic Facility Irrigation

Dear Mike,

Enclosed is our bid for the athletic fields for the new Hartland Township site. Our Irrigation bid is based on a design drawn by Spartan Distributors. This bid utilizes the Horizontal Well configuration.

Irrigation Base Bid

The Base Bid includes the following components

- A two wire decoder control system. This system would provide the flexibility to add onto the existing irrigation system to accommodate future watering requirements without the expense of running additional wires back to the Controller.
 - Controller to be Weathermatic model SL1600
 - Controller requires 110 v power
 - Controller to include On-Site Weather Monitor
 - Controller to have capacity of 48 zones
 - Controller to be in an indoor/outdoor weather proof box
 - 2500' of 14 gauge double jacketed control wire
 - Grounding as required
 - Decoders as required
 - 3M DBR 600 volt wire connectors as required for two wire system
- 238- Toro T7P rotors
- 238- 1" pre fab swing joints
- 4 - Toro 1" quick coupler valves
 - 4- male by brass swing joints
 - 4- quick coupler stabilizers
 - 4- brass nipples
 - 1- Quick coupler key and hose swivel
- 80' 8" sleeving for the roadway
- 2500' 4" pvc class 200 mainline pipe
 - All mainline piping to have 24" of cover
- 10,000' pvc section line piping, class 200 pipe
 - All section line piping to have 18" of cover
- 2- Matco 4" gate valves with 2" square operating heads
 - Provide one five foot long tool for the 4" gate valves
- 34- 2" Irritrol electric valves, installed in 10" round valve boxes

The Irrigation system will come with a standard one year commercial warranty on labor and a three warranty on irrigation products.

Owner will be provided with an as built drawing showing all pipe and wire routing, head and valve locations

Owner will be provided with a comprehensive Owner's Manual

Total cost of Irrigation system to be \$ 95,000.00

Horizontal Well option

Horizontal well to be as follows-

- Well to provide 250 gpm @ 100 psi
- Pump to be a 20 hp with a 208 volt 3 phase motor
- Power to pump by others

Total cost of Horizontal well to be \$ 19,500.00

Brown Drilling Well System

Provide two 6.9" irrigation wells with VFD pumps

- Drill two 140' deep wells
- Provide two 15 hp pumps, dual voltage VFD
- Pumps to deliver 100 gpm
- Power to pumps by others

Note-In the case that the Horizontal Well is not utilized, our cost of the Base Irrigation system would increase by \$ 4,000 to purchase two 3" Vacuum Breakers required for the two wells.

Total cost of for the Brown Well Drilling two well system

- Brown Well Drilling \$ 56,500.00
- Additional Irrigation Work \$ 4,000.00

Total cost of Brown Well Drilling \$ 60,500.00

Temporary Power Options

Provide a generator for two months for the grow in period. The cost for the generator rental, daily monitoring and re-fueling would be \$ 7500.00 per month.

Total cost for a two month period \$ 15,000.00

We appreciate this bid opportunity.

Sincerely,
E. Randal Pichan

Irrigation – Apportionment of Cost

Total Preliminary Cost Estimate	<u>\$ 190,000</u>
HAYAA Contribution (due May 21, 2012)	\$ 30,000
HCSA Contribution (due May 21, 2012)	30,000
HAYAA Contribution (due October 31, 2012)	20,000
HCSA Contribution (due October 31, 2012)	20,000
Township Contribution to DTE Power Expense	up to 20,000 *
Township Payment of Remaining Final Costs	<u>70,000</u> **
Total Contributions and Payments	<u>\$ 190,000</u>

* The Township shall pay 1/3rd of the actual cost for installation of power, up to a maximum of \$20,000. If the total cost exceeds \$60,000, then HAYAA and HCSA will split the excess costs evenly (50% each).

** The Township shall receive a credit for any remaining final costs it incurs for installing the Irrigation. Such credit shall be applied to the Township's payment requirements of the agreement (60% HAYAA and 40% HCSA).

Hartland Township

DTE Electrical Service	<u>\$ 20,000</u>	1/3 rd of cost*
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HAYAA

Irrigation System	\$ 57,000	60% of cost
DTE Electrical Service	20,000	1/3 rd of cost*
DeWind Horizontal Well (including \$ 500 testing)	10,000	50% of cost
Temporary Generator Power (Two Months)	<u>7,500</u>	50% of cost
Total Preliminary Cost Estimate	<u>\$ 94,500</u>	(\$50,000 credit after 10/31)

HCSA

Irrigation System	\$ 38,000	40% of cost
DTE Electrical Service	20,000	1/3 rd of cost*
DeWind Horizontal Well (including \$ 500 testing)	10,000	50% of cost
Temporary Generator Power (Two Months)	<u>7,500</u>	50% of cost
Total Preliminary Cost Estimate	<u>\$ 75,500</u>	(\$50,000 credit after 10/31)