



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

NOTICE OF MEETING
AND
AGENDA

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, June 5, 2017, at 6:00 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Closed Executive Session to Discuss
Pending Litigation
5. Proposed Ghesquiere Park Improvements
 - A. Email 05/25/17 – Annemarie Harris
 - B. Proposed Lease Agreement – Grosse Pointe Woods-Shores Little League
 - C. Exhibit A: Depiction of Park and Lease premises
6. Milk River Intercounty Drainage District
7. New Business/Public Comment
8. Adjournment

Bruce Smith
City Administrator

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwwmi.us.

cc:
Council – 7
Berschback
Smith
Hathaway

Rec. Secretary
Email Group
Media - Email
Post -8

File

Lisa Hathaway

From: Annemarie Harris [amharris34@gmail.com]
Sent: Thursday, May 25, 2017 11:27 AM
To: Lisa Hathaway
Subject: Materials from-GPWSLL for June 5 meeting
Attachments: City-GPWSLL - Ghesquiere Park Lease.docx; Summary of Proposed City-GPWSLL Lease-2.docx; PTPTPlan Exhibit A.pdf; PTPTPlan Exhibit B.pdf; PTPTPlan Exhibit C.pdf; PTPTPlan Exhibit D.pdf

Dear Lisa,

As a Board Member of the Grosse Pointe-Woods Shores Little League, I am pleased to provide the City of GPW Administration Officials, City Council Members, and the Mayor with materials in advance of our presentation during the Committee of the Whole meeting taking place on June 5. We look forward to the discussion.

Attached please find the following:

- Proposed Lease Agreement b/t City of GPW and GPWSLL for Ghesquiere Park
- A Summary Sheet of the Proposed Lease Agreement
- Exhibits A, B, C, & D to the Proposed Lease Agreement

Please don't hesitate to contact me if you need additional information. Do you need the names of the representatives from GPWSLL who will be participating in the June 5th meeting? I'm happy to provide.

Thanks so much for your time and consideration,

Annemarie

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Annemarie Harris
313.231.4900 (mobile)

Email: amharris34@gmail.com
Twitter: www.twitter/amharris34
Pinterest: www.pinterest.com/amharris34

**CITY OF GROSSE POINTE WOODS
LEASE AGREEMENT
WITH
GROSSE POINTE WOODS-SHORES LITTLE LEAGUE**

THIS LEASE AGREEMENT (this "*Agreement*") is made as of _____, 2017 (the "*Effective Date*"), by and between the City of Grosse Pointe Woods, a Michigan public body corporate, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 (the "*City*"), and Grosse Pointe Woods-Shores Little League, a Michigan nonprofit corporation (the "*League*").

RECITALS:

WHEREAS, the City owns and operates Ghesquiere Park, which is depicted in the map attached hereto as **Exhibit A** (the "*Park*");

WHEREAS, the City has provided the League with the use of Park for the League's baseball activities since the League's inception in 1954, when the City provided the necessary clearing of land, drainage, field layout of the backstop and field maintenance, as well as a contribution toward the construction of the first diamond at the Park, and the City and League have operated based on a mutual unwritten understanding since that time;

WHEREAS, the League was organized to operate a youth baseball and softball program for the youth of the City and of the City of Grosse Pointe Shores (the "*Purpose*"), and the League is a chartered affiliate of Little League Baseball, Incorporated, a non-profit membership organization;

WHEREAS, the League is operated entirely by volunteers, including coaches, managers, league officers and concession operators;

WHEREAS, the City and the League consider it prudent to enter into a written agreement to govern (a) the League's continued use of the Park for practices, games, League activities and tournaments, (b) the funding, construction and maintenance by the League of various improvements to certain playing fields, batting cages and concession areas at the Park, and (c) responsibility for repairs, maintenance and costs, so that the City and the League may strengthen their longstanding relationship, and so that the Park and the League may continue to serve as assets to the City and its residents;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual obligations of the parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. DEFINITIONS

The following words and expressions shall, wherever they appear in this Lease, be construed as follows:

1.01 ***“Agreement”*** shall mean this Agreement and the following Exhibits attached hereto and expressly made a part hereof:

Exhibit A Depiction of the Park and the League Premises

Exhibit B Depiction of the Fields and Batting Cages

Exhibit C Depiction of the Concession Building

Exhibit D Description of Proposed Improvements

1.02 ***“Amendments”*** shall have the meaning set forth in Section 21.01.

1.03 ***“Associate”*** shall mean any consultant, contractor, subcontractor, tournament administrator or any other party engaged by the League and the agents and employees of said parties engaged by the League to undertake any of the activities associated with the performance of this Lease.

1.04 ***“Batting Cages”*** shall mean the batting cages depicted on **Exhibit B**.

1.05 ***“City”*** shall have the meaning set forth in the Recitals.

1.06 ***“Code”*** means the Internal Revenue Code of 1986, as amended.

1.07 ***“Concession Building”*** means the Concession Building in its current configuration, as well as the contemplated improvements to the Concession Building, all as described on **Exhibit C**.

1.08 ***“Construction Plans”*** shall mean all plans, drawings, specifications, related documents, and construction progress schedule, respecting the Improvements to be constructed by the League.

1.09 ***“Effective Date”*** shall have the meaning set forth in the Preamble.

1.10 ***“Encumbrance”*** shall mean any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic’s lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest or trust interest.

1.11 ***“Event of Default”*** and ***“Default”*** shall have the meanings as set forth in Article 17.

1.12 ***“Fields”*** means Field 1, Field 2, Field 3 and Field 4, as depicted on **Exhibit B**, including all improvements appurtenant to the playing fields, including dugouts, fencing, backstops, scoreboards, and lighting. For the avoidance of doubt, the Marstiller Baseball Diamond at the west side of the Park is not considered a “Field” and is not part of the Leased Premises.

1.13 “**Improvements**” shall mean those improvements that the League has agreed to construct on the Leased Premises as set forth on **Exhibit D**, including without limitation such improvements actually constructed by the League upon the Leased Premises on or prior to the date of this Agreement. The Improvements include, but are not limited to:

- a. Irrigation systems on the Fields
- b. Fencing surrounding the Fields
- c. Dugouts appurtenant to the Fields
- d. Grading and drainage of Fields
- e. Lighting of the Fields
- f. Improvements to the bleachers associated with each of the Fields
- g. Concession Building improvements
- h. Construction of restrooms in the Concession Building
- i. Improvements to Batting Cages
- j. Installation of equipment in Batting Cages

1.14 “**Initial Term**” shall have the meaning set forth in Article 3.

1.15 “**League**” shall have the meaning set forth in the Preamble.

1.16 “**Leased Premises**” means the Fields, the Concession Building, and the Batting Cages, as well as the bleachers associated with each of the Fields.

1.17 “**Notices**” shall have the meaning set forth in Section 22.01.

1.18 “**Purpose**” shall have the meaning set forth in the Recitals

1.19 “**Term**” shall have the meaning set forth in Article 3.

2. LEASE

In consideration of the covenants, conditions and agreements to be performed hereunder, the City hereby leases to the League, and the League hereby leases from the City, the Leased Premises, upon the terms and conditions set forth in this Agreement.

3. TERM

The term of this Agreement (the “**Term**”) shall commence on the Effective Date and shall continue for a period of ten (10) calendar years (the “**Initial Term**”) thereafter unless extended and/or earlier terminated as provided in this Agreement. The League shall have an option to

renew this Agreement for one (1) additional ten (10) year period, upon the same terms and conditions. Such extension must be exercised in writing by the League not more than 180 days and not less than 90 days prior to the expiration of the Initial Term.

4. RENT

The City shall waive all rental payments in exchange for the League providing maintenance and repairs to the Leased Premises during the Term.

5. USE OF LEASED PREMISES

5.01 Use of the Leased Premises.

a. The League shall use the Fields and Batting Cages only for practices, games, and other ceremonies related to Little League-sanctioned youth baseball and softball.

b. The League shall have exclusive use of the Fields and Batting Cages for practices and games beginning with the opening of the Fields each Spring and continuing until League tournament team play ends each year. The League shall have priority use of the Fields and Batting Cages at other times during the year.

c. The League shall have exclusive use of the Concession Building.

d. The League agrees that neither it nor any of its invitees or Associates will charge or allow to be charged any admission fee or any other charge for the public to attend any event located on the Leased Premises; provided, however, that any tournaments held on the League Premises may charge entry fees in accordance with Section 5.04.

e. The League shall restrict its activities to the Leased Premises; provided that League participants may conduct warm-up activities in areas outside of the Fields, prior to practices or games.

f. The City agrees that while League activities are occurring on the Leased Premises, the League's guests and invitees may utilize City-owned parking lots at the Park, as well as all other Park facilities. The City will maintain and keep unlocked the restrooms located on the west side of the Park during daylight hours on days when League games are occurring.

5.02 Inspection by the City. The City may assign City employees to inspect the Leased Premises for any reason at any time, upon reasonable notice to the League. The League and any Associates shall cooperate fully with any the City employee designated to conduct any on-site inspection or who is assigned to review relevant documents concerning the Leased Premises or the construction of the Improvements.

5.03 Security; City and Community Access.

a. The Fields shall be locked when not in use by the League, and the League shall be responsible for purchasing and installing the locks on the Fields. Only the League and the City will have keys to the locks on the Fields. Unless mutually agreed to by the City and the League,

no third parties will have access to the Fields; provided, however, that between the dates of [July 31] and [November 30], the City may permit City residents 18 and older to use the Fields by visiting the Community Center and obtaining a key in exchange for depositing a valid City park pass, which park pass shall remain with City staff while the key to the Fields is in use. No one shall be permitted to use the Fields between [December 1] and [March 31] of each year. The City will use reasonable efforts to prevent unauthorized use of or damage to the Fields.

b. The Batting Cages shall be locked when not in use by the League, and the League shall be responsible for purchasing and installing the locks on the Batting Cages. Only the League and the City will have keys to the locks on the Batting Cages. Unless mutually agreed to by the City and the League, no third parties will have access to the Batting Cages; provided, however, that the City may permit City residents 18 and older to use the Batting Cages by visiting the Community Center and obtaining a key in exchange for depositing a valid City park pass, which park pass shall remain with City staff while the key to the Batting Cages are in use. The City will use reasonable efforts to prevent unauthorized use of or damage to the Batting Cages.

c. The Concession Building, including the restrooms, will be locked when not in use by the League. Only the League and the City will have keys to the locks on the Concession Building. The City shall not permit any third party to access the Concession Building, and the City shall access the Concession Building only upon the prior consent of the League, which shall not be unreasonably withheld.

d. The City will use reasonable efforts to (i) prevent unauthorized use of or damage to the Fields, the Batting Cages and the Concession Building, and (ii) with respect to the Leased Premises, ensure that no keys are copied or locks changed without the written consent of the League. The City shall maintain a record of all residents that obtain a key to one of the Fields or the Batting Cages, and the date and time of usage.

5.04 Tournaments. The League, on behalf of itself or third party tournament sponsors, and upon the prior written consent of the City, which shall not be unreasonably withheld, may host baseball or softball tournaments on the Leased Premises. No tournaments shall be conducted on the Leased Premises without the prior written approval of the League. A request by the League for the City's written consent to conduct a tournament on the Leased Premises shall be accompanied by: (a) proposed dates for the tournament, (b) entry fees charged for tournament, (c) the sponsor's proposed uses of the entry fees, (d) [evidence of 501(c)(3) status of the tournament sponsor]¹, and (e) a certificate of liability insurance naming the City and the League as additional insured parties. The League may charge third party tournament sponsors a reasonable administration fee for the use of the Leased Premises and the League's administration of the tournament.

5.05 Concession Building Operations.

a. The League shall staff and operate the Concession Building, and shall use its best efforts to ensure that the Concession Building is open and operating during all League games. In

¹ NOTE TO CITY: Please confirm that this is a City requirement.

addition, the League may, in its discretion, decide to staff and operate the Concession Building during any tournaments conducted on the Leased Premises. The League shall retain all revenue from sales at the Concession Building. No alcohol of any kind will be sold at the Concession Building.

b. The League shall maintain a clean and safe work area and shall obtain the proper food handling/Health Department permits, prior to operation, from the Wayne County Health Department. The League hereby indemnifies and holds the City harmless from any claims, damages or expenses arising out of food handling, food consumption or Health Department related claims, damages or expenses.

c. The League will obtain and keep in full force and effect, at its own cost and expense, all necessary licenses and shall pay all taxes assessed against its concession operation.

d. The League will hold title to any equipment purchased by the League for the Concession Building. At the end of the Term, the League will retain title to such equipment, and the League shall return possession of the Concession Building and all fixtures in the Concession Building to the City, in good and clean condition, reasonable wear and tear excepted. On an annual basis, the League will provide the City a list of the equipment and fixtures to which this paragraph applies, and shall identify the equipment by make, model, and serial number, where available.

5.06 Refuse. The City will empty all refuse containers in the Park on a [daily][regular] basis, including any trash that is bagged and set alongside the Concession Building.

5.07 Meetings. Prior to April 1 of each year during the Term, a representative of the League and the City Administrator shall meet for purposes of reviewing League schedules and activities and planning for the upcoming season; identification of maintenance needs; discussion of planned improvements; concerns expressed by neighbors abutting the Park; and discussion of policies and practices to be followed. The League shall endeavor to meet with the City as necessary regarding the progress of the development of the Improvements.

6. REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of the League. In order to induce the City to enter into this Agreement, the League represents and warrants to the City that:

a. **Organization and Qualification.** The League is a duly organized non-profit corporation, validly existing and in good standing under the laws of the State of Michigan, and it has full power and authority to carry on its business as it is now being conducted. The League is operated for charitable, education or scientific purposes within the meaning of Section 501(c)(3) of the Code.

b. **Authority to Make Agreement.** The League has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

c. Lack of Legal Impediments. The execution, delivery and performance of this Agreement will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity, or any provision of the League's articles of incorporation or constitution, and will not violate any provisions of, or constitute a default under, any agreement or contract to which the League is a party.

d. Legal Operation. The League is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could reasonably be expected to materially adversely affect its ability to fulfill its obligations under this Agreement.

6.02 Representations and Warranties of the City. In order to induce the League to enter into this Agreement, the City represents and warrants to the League that:

a. Organization and Qualification. The City is a duly organized Michigan public body corporate, validly existing and in good standing under the laws of the State of Michigan and it has full power and authority to carry on its business as it is now being conducted.

b. Authority to Make Agreement. The City has the power to make, deliver and perform this Agreement in accordance with the terms and conditions of this Agreement, and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement. The City owns fee simple title to the real property constituting the Park.

c. Lack of Legal Impediments. The execution, delivery and performance of this Agreement will not violate any provision of the City's charter or ordinances, or any other agreement to which the City is a party.

d. Legal Operation. The City is, to the best of its knowledge, in compliance with all existing laws and regulations applicable to it, the violation of which would or could materially adversely affect its operations or would or could reasonably be expected to materially adversely affect its ability to fulfill its obligations under this Agreement.

7. UTILITIES

The City shall continue to pay all charges incurred for water, gas, and electricity that shall be used, rendered or supplied upon, to or in connection with the Leased Premises or any part thereof at any time during the Term.

8. CONSTRUCTION OF IMPROVEMENTS

8.01 The League shall have the right to, at its sole cost and expense, complete the Improvements on the Premises within the period of the Initial Term and thereafter may not make any other additions, alterations or improvements in, to or upon the Leased Premises during the Term without the prior written consent of the City, except for any individual addition, alteration or improvement the cost of which does not exceed Fifty Thousand Dollars (\$50,000). The League shall obtain any required local, state or federal permits required for construction of the improvements; provided that the City agrees to waive any permitting requirements or permitting

fees with respect to construction upon the Leased Premises. For the avoidance of doubt, the City will not bear any cost of constructing or maintaining the Improvements.

8.02 During the Term of this Agreement, title in the Improvements shall at all times be vested with [the League]. The Improvements and any other additions, alterations and improvements shall, at the option of the City, remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of this Agreement. All equipment, furnishings and trade fixtures belonging to or installed in the Leased Premises by the League may be removed by the League at the end of the Term or at any time prior thereto; provided, however, that the cost of repairing any damage to the Leased Premises caused by such removal shall be borne by the League. The League shall provide applicable documentation and progress reports with respect to construction of the Improvements periodically as requested by the City.

9. CONSTRUCTION PLANS

9.01 Submittal. As promptly as possible after the execution of this Agreement, and in any event no later than [____], 2017, the League shall submit to City for acceptance Construction Plans in sufficient completeness and detail to show that the Improvements and the construction thereof will be in accordance with the provisions of this Agreement.

9.02 Acceptance of Construction Plans.

a. The City shall, if the Construction Plans initially submitted conform to the terms and provisions of this Agreement, as determined within the sole and reasonable discretion of the City, accept in writing such Construction Plans, and no further filing by the League or acceptance by the City thereof shall be required in satisfaction of this Agreement, except with respect to acceptance of any material change in the Construction Plans. In the event of a dispute with respect to what constitutes a material change, the City's reasonable determination shall control. If the League desires to make any material change in the Construction Plans after their acceptance by City, the League shall submit the proposed change to City for its acceptance. It shall be within City's sole and reasonable determination to accept or reject such change.

b. If the City rejects the Construction Plans in whole or in part as not being in conformity with this Agreement, the League shall submit new or corrected Construction Plans that are in conformity herewith within thirty (30) days after written notification to the League of such rejection.

c. The provisions herein provided relative to acceptance, rejection and resubmission of corrected Construction Plans with respect to the original Construction Plans shall continue to apply until the Construction Plans have been accepted by the City.

10. COST OF CONSTRUCTION

The League shall be solely responsible for and shall pay in a timely manner all costs and expenses of whatsoever kind or nature constituting the cost of construction of the Improvements. Notwithstanding the foregoing, in the event that the City undertakes any pre-development activities at the Park after the Effective Date at the request of the League, including but not limited to any site

clearing, demolition activities, or utility relocation in order to accommodate the Improvements, the League shall reimburse the City, upon presentation of an invoice for such activities.

11. MAINTENANCE AND REPAIR

11.01 The League shall have the obligation and the right to, at all times during the Term, at its sole cost and expense, keep and maintain or cause to be kept and maintained, the Leased Premises, including the Improvements and any other additions, alterations and improvements thereon, in good repair and condition (reasonable wear and tear excepted) and shall use all reasonable precautions to prevent waste, damage or injury, at the sole cost and expense of the League. The League will mow the grass inside the fences of each of the Fields, and will spray for pests and weed the Fields. The City shall not be required to furnish any services or facilities whatsoever, or to make any improvements, repairs or alterations in or to the Leased Premises during the Term, and shall have no obligations with respect to the Leased Premises except as expressly provided for in this Agreement. The League shall promptly comply, at its sole cost and expense, with all laws, codes, ordinances, lawful orders and regulations, and private covenants, restrictions and easements concerning the Leased Premises or the League's use or operation thereof, including, but not limited to, all environmental laws and regulations, including, but not limited to, the Americans With Disabilities Act or any similar state or local counterparts or similar acts; and any laws, codes, ordinances, lawful orders and regulations affecting the cleanliness, safety, occupation, condition or use of the Leased Premises. The League shall be solely responsible for opening and preparing the Leased Premises each spring and closing down and winterizing the Leased Premises each autumn, at its sole cost and expense.

11.02 The City shall retain responsibility for maintaining all portions of the Park not constituting Leased Premises, at its sole cost and expense, including picnic tables. The League shall not be required to furnish any services or facilities whatsoever, or to make any improvements, repairs or alterations in or to the portions of the Park not constituting Leased Premises, and shall have no obligations with respect to or liability for the portion of the Park which does not include the Leased Premises.

12. DAMAGE, DESTRUCTION AND RESTORATION

In the event of damage to, or destruction of, all or any material portion of the Leased Premises, including the Improvements and any other additions, alterations and improvements thereon, by fire or other casualty, the League shall, unless this Agreement is terminated as provided below, and provided insurance proceeds are available to the League for construction thereof, promptly, at its sole expense, repair, restore or rebuild the same to substantially the same condition existing prior to the happening of such fire or other casualty; provided, however, that if the damage or destruction cannot reasonably be restored within one hundred eighty (180) days after the occurrence of such casualty, the City and the League shall each have the right to terminate this Agreement effective on the date of such damage or destruction by giving written notice thereof to the other party within sixty (60) days after the event causing the damage or destruction. Proceeds of insurance required hereunder shall be applied to the cost of such repair, restoration or rebuilding.

13. CONDEMNATION AND EMINENT DOMAIN

If the whole of the Leased Premises shall be taken or condemned for a public use or purpose by a competent authority, or if such a portion of the Leased Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to the League as immediately prior to such taking, or if the taking is material and substantial, the League may elect to terminate this Agreement, which election shall be made by giving written notice thereof to the City within thirty (30) days after such taking or condemnation. The laws of the State of Michigan shall govern in determining what portion or percentage of any compensation paid for the taking of the Leased Premises shall be paid to the League, provided, however, that the League, as owner of the Improvements during the Term, shall be entitled to all proceeds awarded with respect to the Improvements.

14. CONDITION OF LEASED PREMISES; RELEASE

14.01 Condition of Leased Premises. The League has waived any right to object to the condition of the Leased Premises and has expressly declared its full satisfaction with the condition of the Leased Premises. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, THE LEAGUE IS ACQUIRING THE LEASEHOLD INTEREST IN THE LEASED PREMISES "AS IS" AND WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND ACKNOWLEDGES AND AGREES THAT THE CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT OR HAZARDOUS MATERIALS ON OR ABOUT THE LEASED PREMISES, (B) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH THE LEAGUE MAY INTEND TO CONDUCT THEREON, (C) THE COMPLIANCE OF THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (D) THE STATE OF REPAIR OR LACK OF REPAIR OF THE LEASED PREMISES, OR (E) ANY OTHER MATTER RELATED TO OR CONCERNING THE LEASED PREMISES AND THE LEAGUE SHALL NOT SEEK RECOURSE AGAINST THE CITY ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY THE LEAGUE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (E) ABOVE.

15. AFFIRMATIVE COVENANTS

The League covenants and agrees that at all times during the Term it will:

15.01 Maintenance of Insurance.

a. Maintain at its expense, and shall cause its Associates to maintain at their expense, the following insurance during the Term:

(1) Comprehensive general liability insurance with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate.

(2) Property and casualty insurance, including theft, vandalism and malicious mischief, written at full replacement cost value and with full replacement cost endorsement, covering the Leased Premises, including all of the League's personal property in the Leased Premises (including, without limitation, all inventory, trade fixtures, floor coverings, furniture and other personal property) and the Improvements and all other alterations and improvements made to the Leased Premises by the League.

(3) During the period of any construction or renovation or alteration of the Leased Premises, special form builder's risk insurance in an amount equal to the contemplated cost of such construction, renovation or alteration.

b. The insurance policies shall name the League as the insured and the City as additional insureds and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. As to the additional insureds, the insurance provided shall be primary and non-contributory. Certificates of insurance evidencing such coverage and all renewals of such insurance during the Term shall be submitted to the City.

15.02 Books and Records. Maintain, at all times, true and complete books, records and accounts, in which true and correct entries shall be made of its transactions concerning this Agreement, in accordance with generally accepted accounting principles consistently applied.

15.03 Compliance with Laws. The League shall comply with and shall require all Associates to comply with all applicable laws, ordinances or other regulations imposed by any properly constituted governmental authority, as well as all Little League rules, regulations and policies.

15.04 Notification of Defaults. Promptly notify the City of any Default under or pursuant to this Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.

15.05 Access to Records and Leased Premises. Afford access by the City to the Leased Premises at all reasonable times for purposes of inspection, and permit the City to inspect and make and take away copies of any and all of its records related to this Agreement.

15.06 Further Assurance. Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

15.07 Use of Leased Premises. Devote the Leased Premises only to and in accordance with the Purpose of the League. This covenant shall be construed to run with the Leased Premises in perpetuity, without limitation as to time.

15.08 Non-Discrimination. Not discriminate upon the basis of race, religion, sex, creed or national origin in the lease or rental or in the use or occupancy of the Leased Premises or any Improvements erected or to be erected thereon, or any part thereof, or in the operation of the League. This covenant shall be construed to run with the Leased Premises in perpetuity, without limitation as to time.

16. COVENANTS OF THE CITY

The City covenants and agrees that at all times during the Term it will:

16.01 Title to the Park. Not convey its interest in the Park or subject it to any Encumbrance.

16.02 Further Assurance. Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

17. DEFAULTS AND EVENTS OF DEFAULT

17.01 Default by the League. The occurrence of any one or more of the following events shall constitute a "*Default*" under this Agreement by the League:

a. The League violates its obligation with respect to the construction of the Improvements.

b. The League places thereon any Encumbrance on the Leased Premises, other than those Encumbrances which do not materially impair the use or occupancy of the Leased Premises.

c. There is any transfer of any rights or interest in all or any part of the Leased Premises without the prior written approval of the City.

d. The League admits in writing its inability to pay its debts generally as they become due, or the League ceases to conduct business in the normal course by reason of any of the following: (i) the making by the League of any general arrangement or general assignment for the benefit of creditors; (ii) the League becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto unless, in the case of a petition filed against the League, the same is dismissed within sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of the League's assets located at the Leased Premises or of the League's interest in this Agreement, where possession is not restored to the League within sixty (60) days; (iv) the attachment, execution or other judicial seizure of substantially all of the League's assets located at the Leased Premises or of the League's interest in this Agreement, where such seizure is not discharged within sixty (60) days; or (v) the League's voluntary or involuntary dissolution. In the event that any provision of this subsection is contrary to any applicable law, such provision shall be of no force or effect.

e. The League violates any of the material terms and conditions of this Agreement, except as otherwise provided in this Section 17.01, violates any local, state or federal law, or violates any Little League rules, regulations and policies.

17.02 Failure to Cure Default. Any Default on the part of the League as set forth in Section 17.01 and the failure of the League to cure such Default within thirty (30) days after written demand by the City to correct said Default in the case of subsections 17.01(a), 17.01(b), 17.01(c) and 17.01(e) shall be deemed to constitute an “*Event of Default*”; provided, however, that if the nature of the League’s Default is such that more than the cure period provided is reasonably required for its cure, then no Event of Default shall be deemed to exist if the League commences such cure within said period and thereafter diligently pursues such cure to completion.

17.03 Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City under this Agreement within a reasonable time, but in no event later than thirty (30) days, after written notice by the League to the City, specifying wherein the City has failed to perform such obligation; provided, however, that if the nature of the City’s obligation is such that more than thirty (30) days are reasonably required for performance, then the City shall not be in default if the City commences performance within such thirty (30) day period and thereafter diligently pursues such performance to completion.

18. REMEDIES

18.01 Remedies. Upon the occurrence of an Event of Default that is not timely cured, the City, in its sole discretion, shall have the right to (a) execute a termination of this Agreement or (b) seek specific performance and/or such other relief permissible by law for such Event of Default. Upon any termination of this Agreement, the League shall quit and peacefully surrender the Leased Premises to the City in substantially the same condition as existed on the Effective Date, reasonable wear and tear, casualty, condemnation and permitted additions, alterations and improvements excepted, and the City may, upon such termination or any time thereafter, pursuant to summary proceedings or otherwise in accordance with applicable law, recover possession of the Leased Premises and remove all persons and all of the League’s property therefrom. If the League fails to surrender the Leased Premises upon the expiration or earlier termination of this Agreement, in addition to any other liability to the City accruing therefrom, the League shall protect, defend, indemnify and hold the City harmless from all losses, costs and liability resulting from such failure.

18.02 Remedies Cumulative. The rights and remedies of the City, whether or not provided by law or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

19. RESTRICTION ON ASSIGNMENT

19.01 Prior Approval of Assignment. The League will not make any sale, assignment, conveyance or sublease, or transfer in any other form with respect to this Agreement or the Leased Premises, without the prior written approval of the City.

19.02 Restriction Upon Encumbrance of Premises. The League shall not engage in any financing or any other transaction creating any mortgage or other Encumbrance upon the Leased Premises, whether by express agreement or operation of law, or suffer any Encumbrance to be made on or attach to the Leased Premises. The League shall promptly notify the City of any Encumbrance that has been created on or attached to the Leased Premises, whether by voluntary act of the League or otherwise, provided the League has actual knowledge of the creation or attachment of such Encumbrance.

20. INDEMNITY

20.01 Indemnification by the League. The League agrees to and shall indemnify and save harmless the City, its agents, employees and directors, against and from any and all liabilities, obligations, damages, penalties, respective claims, costs, charges, losses and expenses, including, without limitation, actual fees and expenses of attorneys (whether for inside or outside counsel), that may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the Term:

a. any act or omission constituting gross negligence or willful misconduct of the League or its Associates resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or

b. any failure by the League or its Associates to perform their obligations set forth under this Agreement.

20.02 Defense of Claims. In the event any action or proceeding shall be brought against the City by reason of any claim covered hereunder, the League, upon notice from the City, will at its sole cost and expense, resist and defend the same, using legal counsel reasonably acceptable to the City.

21. AMENDMENTS

21.01 Written. The City may from time to time consider it in its best interest to change, add to, delete, extend or modify a term, condition or covenant of this Agreement. Any such change, addition, deletion, extension or modification (including assignments) that is mutually agreed upon by and between the City and the League shall be incorporated in written amendments (herein called "*Amendments*") to this Agreement. Such Amendments shall not invalidate this Agreement nor relieve or release the League of or from any of its obligations under this Agreement unless stated therein.

21.02 Amendments. No Amendment to this Agreement shall be effective and binding upon the parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of both parties.

22. NOTICES

22.01 Addresses. Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (herein collectively called "***Notices***") required or permitted under this Agreement shall be given in writing and either (a) personally delivered with receipt obtained, (b) mailed by registered or certified first-class mail, return receipt requested, or (c) sent by nationally-recognized overnight courier, addressed as follows:

If to the City :

[]

If to the League:

[]

22.02 Date of Notice. All notices shall be deemed given when hand-delivered or, if mailed, on the second business day after mailing, postage prepaid, or if sent via overnight delivery, the first business day after delivery to a recognized overnight courier service, or if sent by facsimile transmission when received as shown by a transmission receipt, unless received after normal business hours, in which case notice will be effective the following business day. Either party to this Agreement may change its address for the receipt of Notices at any time by giving notice thereof to the other as provided in Section 23.02. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

23. NAMING RIGHTS

The League shall, at all times during the Term, have the exclusive right to sell and retain revenue from advertising and naming rights as they relate to the Leased Premises and the Improvements thereon, including the naming rights to each of the Fields, the Concession Building, Batting Cages, scoreboards, and the right to sell advertising on any of the foregoing. The League shall provide prompt written notice to the City of the sale of any naming rights relating to the Leased Premises and the Improvements thereon.

24. MISCELLANEOUS

24.01 Independent Contractor Relationship. The relationship of the League to the City is and shall continue to be that of independent contractor, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent or employee as a result of the performance of this Agreement, unless expressly stated in this Agreement. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto; it being understood and agreed that none of the provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of the City and the League.

24.02 Waiver. The League shall not hold the City liable for any personal injury incurred by an employee, agent or consultant of the League or its Associates that is not held in a court of competent jurisdiction to be directly attributable to the gross negligence or willful misconduct of the City or the breach of any of its obligations under this Agreement or any employee of the City.

24.03 Ratification. Acts taken in conformity with this Agreement prior the effective date are hereby ratified and affirmed.

24.04 Severability. If any one or more provisions of this Agreement shall to any extent be declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected or impaired thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24.05 Covenants and Conditions. All the terms and provisions of this Agreement shall be deemed and construed to be “covenants” and “conditions” as though the words specifically expressing or imparting covenants and conditions were used in each separate term and provision.

24.06 Cumulative Remedies; Governing Law; Venue. The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided by law or equity. The respective rights and remedies of the City and the League, whether provided by law or by this Agreement, shall be cumulative, and the exercise by the City or the League of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City or the League shall apply to obligations beyond those expressly waived in writing. All actions arising under this Agreement shall be governed by, subject to, and construed according to the laws of the State of Michigan. The League and the City agree, consent and submit to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action brought against it arising out of this Agreement. The League and the City agree that service of process at the address and in the manner specified in Article 23 will be sufficient to put such party on notice.

24.07 Quiet Enjoyment. The League shall have, upon performance of all its obligations hereunder, quiet and peaceful enjoyment of the Leased Premises for the Term subject to the terms and conditions hereof.

24.08 Force Majeure. In the event of delay in the performance by either party of obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics or severe weather, the time for performance of such obligations shall be extended for the period of the delay; provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of such delay, have first notified the other party in writing of the causes thereof and requested an extension for the period of the enforced delay.

24.09 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document but all of which together shall constitute one instrument.

24.10 **Document Preparation.** Each of the parties has joined in and contributed to the drafting of this Agreement. In construing and interpreting the terms of this Agreement, there shall be no presumption favoring or burdening any party based upon draftsmanship.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF GROSSE POINTE WOODS,
a Michigan public body corporate

By: _____
Print Name: _____
Its: Authorized Agent

GROSSE POINTE WOODS-SHORES LITTLE LEAGUE,
a Michigan nonprofit corporation

By: _____
Print Name: Dick Borland
Its: President

EXHIBIT A

DEPICTION OF THE PARK AND THE LEASED PREMISES

[SEE ATTACHED]

EXHIBIT B

DEPICTION OF THE FIELDS AND BATTING CAGE

[SEE ATTACHED]

EXHIBIT C
DEPICTION OF THE CONCESSION BUILDING

[SEE ATTACHED]

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EXHIBIT D
DESCRIPTION OF IMPROVEMENTS

[SEE ATTACHED]

Summary of Terms of Proposed Lease Agreement Between City of Grosse Pointe Woods ("City") and Grosse Pointe Woods-Shores Little League ("League")

- **Leased Premises:** The Fields (1-4, including dugouts and bleachers), the Concession Building, and the Batting Cages at Ghesquiere Park.
- **Lease Term:** The City will lease to the League the Leased Premises for a 10 year period, and the League will have an option to extend the lease for an additional 10 years.
- **Rent:** None, in exchange for the League maintaining the Leased Premises during the term.
- **Use of the Leased Premises:**
 - The League will exclusive use of the Fields and Batting Cages from the time they are opened in the spring until tournament team play concludes. The League will have priority use of the Fields and Batting Cages at other times during the year.
 - The League will have exclusive use of the Concession Building.
- **Security; City and Community Access:**
 - The Fields will be locked when not in use by the League. The League and City will have keys. From July 31 to November 30, the City may permit residents to use the Fields if they submit a park pass in exchange for a key. Batting Cages are treated similarly.
 - Fields are off limits from December 1 to March 31 of each year.
 - The Concession Building and restrooms will be locked when not in use by the League, and the City will not permit any third party to access it without the League's consent.
- **Tournaments:** The League may host third party tournaments on the Leased Premises, with the consent of the City, and may charge tournament sponsors a reasonable administration fee. No tournaments will be conducted on the Leased Premises without the consent of the League.
- **Concession Operations:** The League will staff and operate the Concession Building, and will use its best efforts to keep it open during League games, and has the option to operate the Concession Building during tournaments. The League retains all revenue, and will own all equipment purchased by the League for the Concession Building.
- **Refuse:** The City will empty all refuse containers in the Park, and any trash from the Concession Building.
- **Meetings:** Each year before April 1, a League representative and the City Administrator will meet to discuss the upcoming season and key issues.
- **Utilities:** The City will continue to pay all water, gas, and electricity charges incurred at the Park.
- **Construction of Improvements:** The League will have the right to complete the following improvements without further consent from the City, at the League's sole cost and expense:
 - Irrigation systems on the Fields
 - Fencing surrounding the Fields
 - Dugouts appurtenant to the Fields
 - Grading and drainage of Fields
 - Lighting of the Fields
 - Improvements to the bleachers associated with each of the Fields

- Concession Building improvements
 - Construction of restrooms in the Concession Building
 - Improvements to Batting Cages
 - Installation of equipment in Batting Cages
- **Maintenance and Repair:**
 - The League will have the obligation and the right to maintain the Leased Premises and the Improvements, at its sole cost and expense
 - The League will mow the grass inside the fences of the Fields
 - The League will be solely responsible for opening and preparing the Leased Premises each spring and closing down and winterizing each autumn
 - The City will maintain all portions of the Park outside of the Leased Premises
- **Termination and Default:** If the League breaches the Agreement and doesn't cure the breach within 30 days, the City may terminate the Agreement.
- **Naming Rights:** The League has the exclusive right to sell naming rights and advertising relating to the Leased Premises.

Exhibit A: Depiction of Park and Lease Premises

Ghesquiere Park is the Grosse Pointe Woods-Shores Little League's (GPWSLL) primary location and is situated behind the City of Grosse Pointe Wood's offices and community center and is in a central part of the city.

Ghesquiere Park consists of five total fields. Four of them are used by the GPWSLL baseball and softball teams and the other field is for Intermediate and Senior League teams (as well as our high school teams). Batting cages were also updated by the GPWSLL in 2016.

With ample parking, a concession stand, bathrooms, and a playground, hundreds of GPWSLL parents every season enjoy bringing their entire family to watch games, use the Park's amenities, and socialize with other families. From April through July, the Park serves as a hub of baseball and softball activity, representing the thriving nature of the City of Grosse Pointe Woods.



Ghesquiere Park Ballfield Plaza Center and Concession Stand



Ghesquiere Park Ballfield Plaza Center, Concessions Stand and Field #2



Ghesquiere Park Ballfield Plaza Fields #3 and #4

