

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JUNE 5, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Smith
City Attorneys Don and Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
City Assessor Dunlap

Mayor Novitke called the meeting to order at 6:00 p.m.

Motion by Granger, seconded by Shetler, that all items on tonight's agenda be received, placed on file, taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 6:01 p.m. and convene in Closed Executive Session for the purpose of discussing pending litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

Koester Yes
McConaghy Yes
Novitke Yes
Shetler Yes
Bryant Yes
Granger Yes
Ketels Yes

The Chair reconvened the regular meeting at 6:29 p.m. and declared a recess to move the meeting into the Council Chambers due to the number of people in attendance. The Committee-of-the-Whole then reconvened at 6:32 p.m.

The next item discussed was regarding **proposed Ghesquiere Park Improvements**. The following individual spoke as the representative for Little League:

Joel Harris, Atty.
1834 Norwood

The Mayor stated that Little League's original request was to make improvements to Ghesquiere Park. At the prior meetings, Little League was advised that detailed plans would need to be presented to the City, and project plans have not been presented. The Mayor stated that a Lease Agreement was neither discussed nor considered in the past.

Mr. Harris stated the Lease Agreement document came about as a result of different sources and picked out certain components best addressing issues. Two components are, one, a long term lease and annual maintenance; and two, improvements including fundraising. He stated Little League wants to work with the City on a preliminary plan in order to inform people regarding fundraising efforts. Little League is asking for conditional rights, but will not do them if unable to raise the money. Some of the projects include backstops and fencing, and removal of grass in the infield for softball. Little League plans to sponsor tournaments including folks from other communities. He stated everything done would be subject to prior City approval and it is important to keep the City informed and to address all concerns.

The Chair asked if blueprints are available and Mr. Harris stated conceptual schematics have been provided. The Chair said Little League needs to present the City with detailed plans.

Mr. Harris stated the concession stand would remain in the same place. The Chair asked how long it would take to provide detailed plans including easements, water, electric, etc. and measurements. Ms. Harris stated additional plans were provided but not presented tonight. The Chair stated Little League needs to provide plans and discuss improvements with administration.

Mr. Harris stated the Lease Agreement is needed if an investment is made to guarantee the fields for a number of years. The Chair asked if without a Lease Agreement, whether the Little League would make no improvements. Mr. Harris stated he could not say today. The Chair stated the park is public property and cannot preclude our residents from using our park. Mr. Harris wants a level of protection for an investment being made.

Additional comments, questions, and answers by the Council and Little League ensued relating to bidding responsibilities for work to be done, accessibility for all residents, accessibility to the park without a key, a key is okay to secure the batting cages, the meeting tonight was intended to discuss plans and how things would look and not an Agreement, questioned authority of the City to turn over control of the park to another entity, disapproval of commercialized signage, plans requiring full vetting and review by the Building Department, and possibly consider an operating agreement rather than lease agreement.

Although Mr. Harris will be the point person dealing with administration, nothing would preclude communication with others associated with Little League.

Discussion then ensued regarding **Milk River Intercounty Drainage District**.

The following were present:

Director of Public Services Schulte
City Engineer Lockwood
City Attorney Chip Berschback

The City Attorney provided an overview regarding amendments to the original agreement language when discussed with the Milk River attorney. This item is to be addressed by City Council on June 19th. Changes include:

- Return area to substantially similar condition;
- Video tape the area prior to any construction to obtain a present day condition;
- Agreed to repave the road, with possible ifs;
- At their sole cost, restore the easement area;
- Construction areas at both Department of Public Works and Lake Front Park will be swept periodically as needed;
- No material will be stockpiled for more than 72 hours unless intended for future use on the project as recommended by the City Engineer;
- No work done on, and including, Labor Day through Memorial Day;
- With respect to the title issue, the City has no knowledge of defects but not giving title work;
- A water meter exists in Department of Public Works parking lot for the Milk River, and they will move it at their cost and put it into the building;
- Agreed to An Indemnification Agreement.

Sticking points discussed:

- Do not agree to escrow of \$150,000.00; have agreed to repair or replace the roads;
- Per diem penalty after three years, a specific amount of dollars per day was recommended, and discussions continue;
- They have requested to perform additional work inside the pump station on Labor Day or Memorial Day. The City Attorney stated that today he received a communication from their attorney, the contractor would like to come in some time between Memorial Day and Labor Day to perform work outside of the park reassessing pipe by the pump station.

The City Engineer stated one element needed is an escrow. His opinion is if you do not have an escrow, it would be very difficult to collect money in order to address any damages. Other than suing to get damages repaired, an escrow needs to be maintained unless they have some other suggestion. He does not believe bonding will apply in this circumstance and is difficult to collect. They are responsible to reimburse the City for what the City pays including engineering. The City Attorney was asked to address the reimbursements.

Motion by Bryant, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 7:33 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor