

**CITY OF BELLEVUE
SPECIAL MEETING
AGENDA**

**BELLEVUE CITY HALL
COMMISSION CHAMBERS**

MARCH 23, 2006

6:00 PM

Mayor TAMMY MOORE
Seat 1 MICHAEL GOLDMAN
Seat 2 KENNETH R. NADEAU
Seat 3 WILMA LOAR
Seat 4 PAUL B. ANDERSON

IF A PERSON SHOULD DESIRE TO APPEAL ANY DECISION MADE BY THE BOARD OR COMMISSION A VERBATIM RECORD OF THE PROCEEDINGS WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED MAY BE NEEDED. IT IS YOUR RESPONSIBILITY TO HIRE A COURT REPORTER TO MAKE A VERBATIM TRANSCRIPT, OR A TAPE OF THE MEETING CAN BE PURCHASED FOR \$5.00/TAPE AT THE CITY CLERK'S OFFICE. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

This meeting has been properly noticed *PD*

AGENDA: Ballpark Agreements

- a) **Belleview Soccer**
- b) **Belleview Dixie Youth Inc**
- c) **Belleview Dixie Girls**

**CITY OF BELLEVIEW
SPECIAL MEETING
MINUTES**

**BELLEVIEW CITY HALL
COMMISSION CHAMBERS**

MARCH 23, 2006

6:00 PM

Mayor TAMMY MOORE
Seat 1 MICHAEL GOLDMAN
Seat 2 KENNETH R. NADEAU
Seat 3 WILMA LOAR
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PRESENT: MAYOR MOORE; COMMISSIONERS: ANDERSON; GOLDMAN; LOAR;
NADEAU; ATTORNEY LANDT; PUBLIC WORKS DIRECTOR MONROE;
INFORMATION TECH TOWNE; CHIEF STRICKLAND; CITY
CLERK/ADMINISTRATOR McKAMEY; DEPUTY CITY CLERK DeGENNARO

BALLPARK AGREEMENTS

a) Belleview Soccer

Mayor Moore stated that John Saskowski, President of the Soccer League, came to meeting a few weeks ago.

PWD Monroe gave a brief review of what Mr. Saskowski had presented at that meeting. The PWD stated that in the past there had been communication problems and their intentions were good, but the field maintenance did not get done and fingers were pointed at the COB. If the City could be sure that they would do what they said they would do, there would not be a problem.

Mr. Saskowski stated they would sign a contract and the PWD stated that had been done before and the City had to go outside and do it because it was a City field. Mr. Saskowski stated if they could work out a way to do it then they would be responsible for it.

Commissioner Nadeau asked why a one year contract and Mayor Moore stated we always had a one year contract because each year a new group takes over and they do not know why things were on the contract; this would be the first time for a two year contract. Mayor Moore stated she had no problem with doing a three year contract because she did not want to do through this every year.

Commissioner Nadeau stated with a one year or three year, the contract would be in place and they could propose changes. The PWD asked if there was language in contract that would allow the City to end the contracts if they breach the contract and the Attorney stated there was. The problem in the past, was the leagues depend on volunteers and things change in people's life. Under a Contingency contract if we see things not getting done to our satisfaction the contract reverts back to us and the league would pay a fee.

Mr. Saskowski stated if you take the football fields away from us, the league would not have enough room for all our teams. Football has a first right, but football has abandoned the fields. Mayor Moore stated that football fields were built with grant money and that was why they have first rights. This year you were safe, but next year we just don't know because they were coming back to practice.

Commissioner Nadeau stated lets consider a longer lease term and review the conditions:

1) Player fee subject to adjustment, currently charging \$7.50 the Clerk interjected that you could incorporate language which states any fees set for adjustment. If the League fails to perform the maintenance, the City would perform it at soccer league's expense and they would be liable. Attorney Landt stated that the problem was they had already signed people up and now at mid season make changes.

Al Dunse stated that the soccer year begins August 1st for the fall and spring; fees were set in June so we know when we do our fall registration. Commissioner Anderson stated to pick a month and Commissioner Nadeau picked the month of July. The City Clerk stated that budget requests need to be given in March and Attorney Landt stated budgetary request need to be done by March 31.

2) Financial statements done by PA/CPA engage with a professional for the books and financial statements

Commissioner Nadeau made a Motion for a five year lease with the League incorporating those Changes in the Lease and Commissioner Goldman seconded the Motion.

Commissioner Anderson stated he was having trouble going from one year to 5 year contract and Commissioner Nadeau stated it was a problem either way; without a lease we have a problem. This would be less work for staff and they can cancel the lease rather than wait 5 months. Commissioner Anderson stated he still had a problem going from one year to five years would rather go to a three year lease and Commission Nadeau agreed.

Commissioner Nadeau made a Motion to Amend the Lease to a three year lease with the League incorporating those Changes in the Lease and Commissioner Goldman seconded the Amendment.

On roll call vote, YES: Anderson, Loar, Nadeau, Goldman, Moore

The Motion passed with a 5-0 vote.

Mr. Saskowski stated that was three year for both fields, football and soccer and the PWD stated some maintenance fee would still be charged, but we would sit down and negotiate that and then they would be incorporated into the contract.

Al Dunse stated we have a 30 day notice and the PWD stated absolutely.. Mr. Dunse stated they wanted to improve the timer control on the sprinklers which were corroded and PWD stated that was not a problem. Attorney Landt stated he would put a provision in the agreement that for all minor improvements the league would need to go to the PWD; for the major improvements the PWD would bring them to the Commission for approval.

b) Belleview Dixie Girls

Mayor Moore pulled the girls contract out of the Agenda order. The Mayor stated to Gary Hinerman that he was not at the last meeting but he had just heard what was offered to the soccer league. The City received a letter regarding the fee increase from Judy Platt but the fees would go up for maintenance.

PWD stated they were notified that these contracts would change before they did their sign ups and at the Commission Meeting we were told by our auditors that we were \$117,000 in hole because of the

Sports Complex. The City pays the same fee for the 2 fields we use; we took a split between the four leagues and the City was one of the four and we only use 2 fields; we were talking a yearly maintenance fee.

Mayor Moore stated if the City was paying up and over it needs to show we were paying it. The Clerk stated she would do that. PWD Monroe stated if they want to do the same conditions as soccer that would not be a problem.

Mr. Hinerman stated they were interested in doing their own maintenance as well as we could and if they needed to use the mower Fred King said we could use the mower. Commissioner Nadeau stated that was City equipment and Mr. Hinerman stated he had donated money to that mower. PWD stated to give them the option and if they decide to do their own maintenance they could.

Mayor Moore asked how many seasons do you play and Mr. Hinerman said spring and fall and the Mayor asked when they would need to know if their fees would go up and Mr. Hinerman stated in August. The Attorney stated make it 3/31 for both leagues. The PWD stated to keep the contracts as close as possible to the other leagues and for capital outlay let them notify the City as close to 3/31 as well.

Commissioner Nadeau stated 1) a 3 year contract and a clause in there regarding changing maintenance and this organization would tell us each month if they were maintaining their fields each month; 2) Financial statements done by PA/CPA engage with a professional for the books and financial statements.

Commissioner Anderson asked what month do they want the load of clay and Mr. Hinerman stated January. The Commissioner stated looking at their budget which states they take in over \$40,000 and now they were \$5500 in hole so how were they going to pay.

Mayor Moore stated they had two financial drafts one made it look like they were losing money, but they spent \$11,000 and \$12,000 on capital improvements so they were not really losing money. Commissioner Nadeau stated that was why we were asking for a bookkeeping firm to do the financials.

Commissioner Nadeau made a Motion to enter into a three year lease with the Dixie Girls incorporating those Changes discussed in the Lease and Commissioner Goldman seconded the Motion.

Commissioner Anderson asked if the letter dated 2/24 if that answered all their questions and the Mayor stated she thought it would. The Commissioner asked if they knew about the grant and Ms. Hill and Mr. Hinerman both stated that they did know about it.

On roll call vote, YES: Anderson, Loar, Nadeau, Goldman, Moore
The Motion passed with a 5-0 vote.

Mr. Hinerman asked what would they need to do for the grant and Commissioner Nadeau stated it was through the County Partnership Program awarded the City \$17,000 grant specifically for two softball fields for the girls. After it was built and completed need to show the receipts showing more than \$17,000 was spent and the County will reimburse. The PWD stated this was a matching grant so we

need to show at least \$17,000 in order for a match.

Mr. Hinerman stated that the girls would be in the State Tournament here in Belleview starting Friday, July 13, 2006.

c) Belleview Dixie Youth Inc

Mayor Moore stated this group was working well with the City compared to the past group and the standard that had to be met was that every child was given the opportunity to play. The City does not want to tell you how to run the league, but you were reflecting on the City.

Mayor Moore stated that she called Ms. Wyatt and asked for a compromise in order to get the children back out there. Suggestion was if Mrs. Humphrey stayed away from the park this whole season would the league reinstate Mr. Humphrey and their kids, so that issue would be discussed tonight.

James Harris, President of the League, came forward and stated he felt that the league acted as adults and tonight we were here to discuss the contract and not the Humphries. Mayor Moore stated if this issue was not resolved, the City would not sign the contract. Mayor Moore stated the City had 100 phone calls so it was reflecting on the City; both sides were right in a way and mostly Mrs. Humphrey was the problem but we need to get past it.

Alyssa Favors came forward and stated she went to school with Mrs. Humphrey and the league went over and above to compromise without doing new schedules. We did not ban her because she disagreed. We drew up a letter for them to sign which would allow them to go out there and watch the kids play, but that was not acceptable. Ms. Favors stated that she felt the City was being unreasonable with the Board.

Mayor Moore stated no one would have signed that contract it was threatening. Ms. Favors stated that letter was not threatening it stated the behavior that was unacceptable and what the result would be if they would not sign it. Mayor Moore stated none of you had set a good example for the children.

Mayor Moore asked the City Attorney if he read the letter that the Humphries were asked to sign. The Attorney stated if they were his clients, he would advised them not to sign because it was too overly broad. The Attorney stated that actually listening to this tonight and looking at the audience, everyone was entrenched in their positions and the City does not want to be drawn into who was right or wrong. The City has a 32 year contract on the park and the citizens could not ban anyone from the park. You do not have that power, but you could call the Belleview Police to remove people.

Attorney Landt stated to the Commission we should not get into the draft scheduling and who coaches or who plays in what innings. The City had an obligation for the Recreational Program to act responsibly and fairly to all citizens and make the park available to everyone which was mandated by the County so that so it was a credit to the COB The Attorney stated he hoped the Commission would not engage in deciding who was right but would examine their behavior when they had a problem and how they dealt with it. Two Commissioners felt the league dealt with it inappropriately because of the way they would not let the children play and by telling parents they were banned from the ball field.

Lou Lundy came forward and stated the league could not ban people, but last night the pitcher hit three people in a row and then the dad from the other team got up and started cussing. The Attorney interjected if they were behaving in a way they should not be, then the first thing was to ask them to leave and if they won't leave, then call the police; there should not be personal confrontation between any of you.

Bill Henry came forward and stated that the volunteers deal with the kids and parents everyday; for 4 to 6 weeks there was a major problem and that was why these decisions were made. Mr. Henry stated we had serious problems last year with people fighting in the parking lot and the parents of those children were not allowed to return for the rest of season; those children were brought to the field by grandparents, aunts and uncles.

Attorney Landt stated you cannot ban them from the park and if people were fighting in the parking lot the police would issue them a trespass order and they would not be allowed in the park. You don't want to escalate the feud, call the police. Attorney Landt stated that other organizations and businesses who need police protection hire off-duty police officers.

Patricia Dennis came forward and stated this was not something that just happened and then we banned them. At the draft meeting there were arguments from Mr. Humphrey and again at the coach meeting, and at the board meeting he was there cussing; our big mistake was not calling the police at the draft but we were trying to be proactive with them.

Attorney Landt stated there was a big difference between asking someone to leave because of their misbehavior than banning someone from the park. If they refuse to leave, do not try to bodily remove them, call the police department. Mayor Moore restated that the Board could ban people from game/league, but not from the park. Chief Strickland stated no matter how little you think the problem was, call us we rather it be nothing. The Chief stated that a trespass violation would be issued not for one night or month, but forever.

Mayor Moore stated to Mr. Harris that he had done the best job out there than someone had done in a long time. Commissioner Nadeau summarized the issue: we would like the children to play in the leagues; the parents were allowed to attend however if their behavior became uncivilized then the league had the right to call the police to consider the situation and potentially to issue a trespass warning, the effect of which could damage them for life if their behavior was bad enough.

Amanda Martin came forward and stated the leagues had done a good job and wish they would continue because she has a son and daughter. The Commission said they were behind all of you and your recourse was that you could have them removed, so why not let the kids come back.

Mr. Harris stated we did not have a fall season, but paid already and if we were not there using the park why were we paying for someone else to use the fields. The improvements that we made a percentage of that should be taken off of our bill. Commissioner Nadeau stated he had no problem with the lights and Fred King stated that only two people have keys Mr. Harris and the Girls Softball which had a winter league but did not play at all.

Commissioner Nadeau keep the City informed if you were using the fields or not. Ms. Hill stated that the agreements stated they pay for their electric for the whole year; in season or out of season. Mayor

Moore stated they should not be paying for it if they were not out there using it. Commissioner Anderson suggested changing the locks if someone else was using the electric.

Mr. Harris asked about the players concession fee because they pay \$850 for umpires and it costs more than what people realize and all the money this Board gets goes back into the park to make it a better place. Mr. Harris stated he had contractors who would donate fixing the bathrooms and make it accessible to handicapped and re-roof the concession stand and rewire the boxes.

Commissioner Goldman left the meeting at this time.

Commissioner Anderson stated if the bathrooms were as bad as you said, you need to lock them up for health reasons and use the other concession stand and Mr. Harris suggested bringing in port-a-johns.

Commissioner Nadeau stated if they were going to remodel the building this summer could we consider adjusting their monthly fees for the concession stands for the balance of 2006; make it 10% of net profit and resume \$150/month next year so they could do the improvements. Ms. Hill stated it was \$150/month only during their season not for the whole year and Mayor Moore stated the players fees would be looked at yearly.

Commissioner Goldman reentered the meeting at this time.

Commissioner Anderson stated at the Commission Meeting on Tuesday night we were told by the auditor that the City lost \$117,000 on the ball park which was how much the City had put in and now we keep hearing that the City had done nothing. Commissioner Nadeau stated we spent \$117,000 more than we took in. Commissioner Anderson asked if the fees were low or high and/or do they need to be changed. Mayor Moore stated that the \$117,000 came out of the property taxes for the citizens, but to justify most parks do not break even and Mr. Harris agreed with the Mayor.

Commissioner Nadeau made a Motion to enter into a 3 year contract with the Dixie Boys with the same conditions as the Dixie Girls and have annual financials prepared by a professional

Attorney Landt reviewed the conditions:

Contract - 3 year in length

Leagues would be notified of adjustment of fees by 7/31

Leagues would give the City any monetary requests for increases by 3/31;

Financial statements done by PA/CPA engage with a professional bookkeeper for the books

League can do maintenance but there would still be some charge by City to do maintenance;

30 days notice of deficiency; notify Fred King;

PWD would arbitrate disagreements and beyond the PWD level, the Commission would be the last resort;

Minor improvements to PWD who would give and report at the next regular Commission meeting;

Major changes would go to the Commission;

Contract would provide a cancellation clause for City;

PWD maintenance fee includes clay which the City would provide and a league representative would assist

and Commissioner Goldman seconded the Motion

Ms. Hill stated she would need to know the charge for the concession stand and Commissioner Nadeau stated to leave it as was. Ms. Hill asked about the electric bills and Attorney Landt stated to do the electric as you have been done in the past and if there was a problem they could come and ask for an adjustment. Mr. Harris stated or a credit as we have asked for this year.

On roll call vote, YES: Anderson, Loar, Nadeau, Goldman
NO: Moore

The Motion passed with a 4-1 vote.

Meeting was adjourned at 8:00 PM

ATTEST:

Sandi McKamey, CMC, CPM
City Clerk/Administrator