

**REGULAR MEETING OF THE COUNCIL OF THE CITY OF NOVI  
MONDAY, SEPTEMBER 28, 2020 AT 7:00 P.M.**

**Mayor Gatt called the meeting to order at 7:00 P.M.**

In accordance with Executive Order 2020-154 this meeting was held remotely.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Mayor Gatt, Mayor Pro Tem Staudt, Council Members Breen, Casey, Crawford (Late), Fischer, Mutch

**ALSO PRESENT:** Pete Auger, City Manager  
Victor Cardenas, Assistant City Manager  
Thomas Schultz, City Attorney

**APPROVAL OF AGENDA:**

**CM 20-09-109 Moved by Casey, seconded by Staudt; MOTION CARRIED: 6-0**

**To approve the Agenda as presented.**

**Roll call vote on CM 20-09-109 Yeas: Staudt, Breen, Casey, Fischer, Mutch, Gatt**

**Nays: None**

**Absent: Crawford**

**PUBLIC HEARINGS: None**

**PRESENTATIONS: None**

**MANAGER/STAFF REPORT:**

City Manager Auger said a couple months ago DPW put out a memo regarding maintenance of sidewalks and how we can partner with our residents to keep the sidewalks in good shape. Look forward to seeing a plan to partner with our residents to improve the sidewalks and mobility within the City.

**ATTORNEY REPORT: None**

Member Crawford arrived at 7:02 p.m.

**CONSENT AGENDA REMOVALS AND APPROVALS:**

**CM 20-09-110 Moved by Staudt, seconded by Casey; CARRIED UNANIMOUSLY**

**To approve the Consent Agenda as presented.**

- A. Approve Minutes of:  
1. September 14, 2020 – Regular meeting

- B. Enter executive session immediately following the regular meeting of September 28, 2020 for the purpose of discussing property acquisition.
- C. Approval of Cooperative Mutual Aid and Fire Control Agreement between the Michigan Department of Natural Resources - Forest, Mineral and Fire Management, and the City of Novi.
- D. Approval of the 2020-2021 Winter Maintenance Agreement between the City of Novi and the Road Commission for Oakland County for snow and ice control on selected county roads in Novi; and adoption of a resolution authorizing Novi to provide winter maintenance of selected county roads.
- E. Approval of a Street Light Purchase Agreement with DTE Energy for the installation and ongoing operation cost of nine (9) street lights at nine (9) intersections as part of the 2020 Novi Intersection Improvements project.
- F. Approval of the 2021 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and Resolution for the Older Adult Transportation Program in the amount of \$54,454 and CARES Act funding in the amount of \$42,990
- G. Approve amendment to lease agreement between the City of Novi and PI Tower Development, LLC that updates the property description of the parcel where the cell tower is located upon
- H. Approval of claims and warrants – Warrant No. 1068.

**Roll call vote on CM 20-09-110**

**Yeas: Breen, Casey, Crawford, Fischer, Mutch,  
Gatt, Staudt**

**Nays: None**

### **MATTERS FOR COUNCIL ACTION**

1. Consideration to approve a Fifth Amendment to the previously-approved Conditional Agreement of Purchase and Sale on North Grand River City Property, located north of Grand River Avenue, east of Town Center Drive.

City Manager Auger stated the developers and City staff met a couple of times after the last City Council meeting. They tried to be creative in order to accomplish these two steps, the land sale and rezoning of the property by the PRO process. He said that this makes it more challenging for all involved. The forced shut down due to COVID creates more challenges. What is in front of Council is the developer's creative way to attempt to deliver what Council asked of them. It adds more complexity and unknowns with the land contract format. He said if City Council is okay with this new idea, staff will work hard with the developer and get this done on a quick timeline. We are ready, One World Market is ready, we love their concept of their new store and we

would like to see them grow as quick as possible. If we must simplify this and bring this back another way that breaks the two issues further apart so it is a simpler transaction, they can do that as well. He mentioned that City staff and the developer were there to answer any questions. Mayor Gatt asked Mr. Aikens if he wanted to address City Council. Mr. Aikens replied no, he would just listen to the City Council's discussion.

Mayor Gatt said this was a project that they have worked on for several years, there are millions of dollars involved. He mentioned the developer and his clients have put a lot of money into this project. He said they have received an email from One World Market. He did not want this project to go away. It is not the developers fault that COVID hit. There have been a lot of causalities of this disease, it is tragic. We have a plan; we will get something. This may not be what we envisioned or hoped for a year ago, but it is going to be something. He believed Novi would recover faster than most. This will go away, and the world will be normal again. He believed the phases would change and the development may lean toward something that we anticipated in the beginning. If there is a motion made, he said he would support it. He thought the developer had changed his plans since the last Council meeting. He said one day it would be a beautiful development.

Member Fischer said he was opposed to moving this along. He mentioned that back in December he was reluctant to approve the extension. He understood that everyone has worked on this a very long time. It was about two or three years that all of you have spent on this and there was not much traction, then we gave an extension of six months. Now we are into this almost four years and we are back in August again, partially because of COVID, but again it has been almost four years. He explained that there was a proposal that increased the residential and we were very clear that we were not interested in that. He thought that some of the memos talked about increasing it by 14 units, and he saw proposals that talked about 26 units. That is a 22 percent increase in residential. That was something that we were not willing to concede. He pointed out that now, instead of the increase in residential, they came back and said that they will go forward with the tentatively approved PRO from March. They just want new phasing that will allow us to do the market and all the residential we want and then see how it goes from there. He was concerned with a land contract where the City will get half of the money, \$1.5 million dollars upfront and the other \$1.5 million up to five years later if they think that the commercial is ready to go and can be finance. He said those two conditions he was not willing to put the residents at the risk of. He said those were non-starters for him. He stated he did not have any interest in approving this Fifth Amendment at this time. He said he did not necessarily want to see the conversation stop; he would like it to move forward. He just felt like we were spinning our wheels on this. It is this discussion, this contract, this conditional sale. He did not want to vote for any motions that would extend this at this time. If he understood the contract and we did not want to go forward with this just by no action that evening that would kill the contract which would be his preferred method that evening.

Member Mutch stated that at the last meeting this project appeared to him to be on the brink of going down that evening. He said he initiated the effort to give us some more time to bring back either a return to the original plan or some revisions to the plan.

In that measure he thought we did make some progress in terms of going back to a plan that everybody on Council who reviewed it felt comfortable and had approved it. He said he did have to agree with a Member Fischer that the provisions that are being proposed for the land contract really raised a lot of questions for him also. He really thought it would make it challenging for him to vote for this that evening without a lot more detail in that regard. He knew that it was not specific to what they were voting on that evening, but he wanted to be sure it is appropriate to continue that process. If this is the kind of framework that Mr. Aikens and his team is relying on. His biggest issue was related to the land contract and the time involved. Obviously with what is going on with COVID it is really throwing everything from a development process into question and he understood folks like Mr. Aikens are kind of flying blind here. They do not know or have a firm grasp on when things are going to turn around, and to what nature those things will turn around. At the same time, City Council must ensure that we are continuing to protect the investment that the City made in this property. We must ensure that it is developed in the way that we want at the same time protecting the financial interests that we made in that property when we originally purchased it. We had the understanding that we all felt confident that we would get back the value that we spent to purchase it. He said he did not have the comfort level that evening that would happen under this proposed scenario. There were no details in terms of what portions of the property would be covered by the \$1.5 million purchase price and what portions would be covered by the land contract. The concern that he had in that regard is that we could see a scenario where the most valuable portions of the property are sold off and developed. Then for whatever reasons, whether it is by choice or circumstance the developer walks away from the remainder of the project and the City could end up with a property back, but with the portions of the property that do not have value that would allow us to fully recoup our portion of that investment. He said that is the biggest sticking point with moving forward that evening. He felt like he did not have enough information in that aspect of the agreement. He did not think in terms of the residential component which was not his biggest concern. He believed with this project he thought it was important that we are all clear if that is what Council is looking for in terms of the numbers that this plan is a return to that plan. He said he would be challenged to approve this without some more understanding of how that financial piece is going to be addressed.

Member Breen asked Mr. Aikens about the timeline with the Brownfield remediation of the property, he said Jim Clark was better suited to answer those questions, he has a lot of expertise. Mr. Aikens said they would be working on that immediately along with moving doing the site work, Mr. Clark said he thought it was important also at least to understand what the origins of this split closing. We initially had tried to add 14 units to help mitigate the upfront costs that we will go through in developing this site on the front end of it. So, one way to that was with 14 additional units which we hear loud and clear that nobody wanted the additional units. He said Scott's business is out of business for a period, due to no fault of his own. The market can move forward, but we are going in, we must remove the building, so we have demolition, we have environmental remediation. We have wetland delineation, remediation and mitigation and we have site balancing and soils. We have earth work and moving. In terms of Member Mutch's was concerned with the value of the property, we are going to be

spending about \$5 to \$6 million dollars to improve that property and leave the most valuable piece of the property which is the frontage on Grand River as undeveloped property in a meadowed state. Initially completing the pond and all the amenities around the pond, putting the market in, and doing the first phase of the residential. He said there is certainly the ability to work through those unknowns. He stated that 75 percent of all land development happens in the first phase because you simply got to get to this site and you have to get your road rights-of-way and have to get your access points and fire requirements. We will spend 75 percent of all dollars on the land development upfront, which if we do not buy phase two, is a value to the land holder which is the City. We did this this as a creative way to try and mitigate some of these effects of COVID. He said Scott cannot build new restaurants today, and we have a financial commitment to spend most of our money up front so in the absence of not looking at additional residential this was a second attempt. In this environment, we cannot have direct conversations with you until times like this. He said they were grasping for ideas to keep this thing together. They are trying to keep your vision and Scott's and Robertson vision alive. Which will be One World Market on day one, all your site improvements or 90 percent to 75 percent of your site improvements are done. There will be a viable residential project that will have a valuable parcel sitting on Grand River Avenue where everyone would want to be. Member Breen wondered when he thought the environmental cleanup will be completed by. Mr. Clark said the spring of 2021. He said if we move forward that is the first thing that must happen. The environmental remediation must happen before we can get a loan and we can not proceed with any of our development until all those things happen. There will be no bank loan, there will be no development. The environmental remediation will be first. Member Breen appreciated the changes that have been made moving back towards the initial vision. She stated she was not a fan of land contracts. She wondered what happens if things get worse than expected, who will be left holding the bag. The thing that really got to her is that you will be spending that much money up front and remediating the property. That is the most important part of it as far as she was concerned. Member Breen was not was not sure which way she was going yet, but that was her biggest question.

Member Casey asked City Attorney Schultz if what was in front of Council that evening was the extension of the conditional agreement of purchase, we are talking about extending the closing date. We are not talking about what the developer's intent is related to how he is going to purchase the land. She wanted to know if that was accurate. City Attorney Schultz replied that generally, yes. That would be the formal action that Council would be taking, grant the Fifth Amendment, and the dates would be extended. The reason they were talking about the other aspects was to get Council's decision on whether an extension to negotiate in that direction is something worthwhile. Member Casey said the developer is hearing, very clearly that there is a lot of concern with this idea of doing a land contract for this purchase. She said she empathized with the situation that you are in right now, she was glad we got back to the development plans that we agreed to in March. She stated that she was not thrilled, but more comfortable with the idea of phasing in terms of doing the biggest commercial pieces last in the development. She said she understood the logic behind that, and she was willing to go down that path. She stated that she was not in favor of

a land contract, but while she might be willing to approve this conditional agreement, it would be with the understanding that should they see a revised purchase agreement with a land contract, they would not have her support. She said she was not open to that as an opportunity because she thought her colleagues have said it as well. She said that he mentioned at the last meeting that he needed to protect the downside risk for your business. In her perspective she needed to help protect the downside risk for the residents of this City. If the extension is simply the extension of six months, then she was willing to support that with your phased plan going back to what we agreed to with the March proposal. Anything further about the purchase agreement, if it is a land contract, it is a no for her.

Mayor Pro Tem Staudt said we heard a lot of different positions this evening. He asked Mr. Aikens where he would go with this. He said he did not hear a lot of support for the land contract concept. He said there is a part of him that is following Member Fischer's position which is to start with a blank piece of paper tomorrow. We are not really starting with a blank piece of paper; we are starting with a very developed concept that perhaps is being bogged down with the current agreement that we have and the conditions you are working under. He said he was not sure that the best solution is not to say this is just not going to work the way you proposed it. Frankly, this may not work with the current contract that we have in hand. He wanted to know what Mr. Aikens would you suggest to Council. Most of us have been here for the entire time this has gone on. He can remember two or three years ago when he was mad when we made the first extension, then the second, then the third and the fourth. We have heard a lot of reasons to do all this and much of it had to do with your financial viability for this project. Here we are with the Fifth Amendment; are we sure we can really get this done and move forward. He said he was not sure. He was not sure if it was better saying walk away from this agreement, but not walk away from you, and not walk away from One World Market. He thought we all have a consensus here that they are a very important part of this. The residential has always been here or there for him, it has not been the key part of this. He still thought that this is very viable to get this done. He was not sure that we are not caught up in a murky long-term agreement that may have been relevant two or three years ago. Right now, we need to think out of the box and do something different. He asked Mr. Aikens to tell City Council what his thoughts were. Mr. Aikens said he believed that they were right there, it is right in front of us. He stated that he has worked in retail leasing for 15 years, working for owners of retail properties trying to bring in restaurants and retailers to those properties. He stated that most have been successful deals, and some bad deals. He said you own this land; One World Market is your perspective anchor tenant. He said One World Market made it clear in their letter that they want to be here. He believed they are a very important retailer and he suggested that you get that deal done. He stated that One World Market is an anchor tenant for the land that you own, we need the extension to work out the final details. The problem is the way this is set up and with the impact of the pandemic. We are ready to go with One World and the residential development, but it is going to open with One World Market. These are expensive site improvements including the meadow and the pond along with the environmental cleanup, parking lots and landscaping. He said because of the pandemic, the additional restaurants and retail are not going to be in place. They do want to have the high-quality Asian

themed restaurant and retail, but we need some help to bridge that time. You have a great piece of property on Grand River and we want to get that collection right for you, but we need some help to bridge the time to that point. This is set up to be able to do that. The simplest way to do it is the 14 residential units behind the market. It is kind of in an unimportant place that we put on the edge. We need some help with the land purchase and that is how we have structured this and he thought that it works. He said of course they are going to lease the frontage on Grand River as soon as humanly possible. It is extremely important land, powerful land. I would say to stay the course. Member Pro Tem Staudt asked when will we see the check cut for this payment. City Attorney Schultz said there is still an awful lot to be done before you are closing on anything, even if you were to agree to restructure the purchase agreement, you would have to bring that back to the City Council for restructuring to a phase purchase. You still have not really come that close to finalizing the PRO development agreement process. We have not even responded essentially yet to that, that will be awhile. It will not be tomorrow. Mayor Pro Tem Staudt said he totally understood that; his point was whether it would be a week, a month, two months, three months. He said one of the problems that we have is all this stuff is mixed in together with the sale of the land. The sale of the land is relatively a simple process compared to everything else that is going on. He said they have had this conversation multiple times in the past. This mistake by this Council is trying to negotiate a development with a land sale. He just wanted to know when is it realistic if we give an extension for us to get some check for the residents of the City of Novi. When are we going to get paid for the land and if it is after the PRO, then we probably need to move forward right now without an agreement and start over because if we are going to tie all this together like we have for the past three years, he did not see this getting done. If we are going to wait for everything and every I to be dotted and T to be crossed on the development, then this thing probably is not going to happen this evening. He said he was not going to make any motions. He was not sure if anyone would make any motions at this point. We do not want this to go away. We do not want it to not happen, but the conditions of this business agreement are not something that he thought most of the Council felt comfortable with. He said he there was nothing in the packet, and nothing said tonight, to convince Council that this is the best thing to do for the City. He said he thought you could get there, and it may take a little bit different agreement. He was not sure where they were going that evening.

Member Breen asked City Attorney Schultz if there was an alternative financial arrangement that we might be able to make this happen. She was happy with the fact that a lot of money was going to be invested with the environmental cleanup. She was also happy with the fact that they have changed the plans closer to what we saw in the original concept. She wondered what we could do besides a land contract that might allow us to proceed forward. City Attorney Schultz replied that they proposed a land contract because it is kind of the standard way to do the financing for something like this. He did not know if there is another way. He thought we could come at it with a little bit different direction. The reason why the agreement is set up the way that it is, is that you don't transfer the title of the property and lose the property until you have guaranteed through a binding development agreement recorded against the property. When you close on the property, they build what they promise to build. There

is no other way to do that, that he was aware of. If you close on a portion of the property and leave the rest to be paid for financed and paid for and closed on later that is what a land contract does. Anything less than that you run into other issues that municipalities have had to deal with, that other sellers do not have to, relating to loading of credit to private individuals which is not permitted, except under certain circumstances, like a land contract. We have some issues to deal with that a regular seller would not have to. She said what it boils down to is that she did not have enough detail about what will happen if there is a rescission of the agreement. She understood and appreciated Mr. Aikens' efforts because she does want this project to move forward. She understood with the fluctuations in the market with COVID pandemic are making a lot of things certain. She was not comfortable with the fact that this is a land contract. She would like to see us go back to what we originally wanted, but we cannot have that. If there was a way we could structure this so that there was more detail as to what would happen if there was an inability of Mr. Aikens and the developer in this project to be delivered the way it has been intended. She did not want the City to be left holding the bag. She understands that they were saying the best property at the Grand River frontage is going to be left there, but we don't have enough assurance as to what is going to happen if this fails over the course of five years. Five years is a long time. If it was a shorter term, she might be more amenable to this. She felt that five years, with the land contract is too long and leaves too much uncertainty. She believed it was too much risk for the City also.

Mayor Pro Tem Staudt asked Mr. Aikens if he would consider going back to their original proposal prior to the last meeting. If you are not willing to do that, would you be willing to negotiate if this agreement expires this evening. Mr. Aikens replied, yes, of course his intention is to serve One World Market and you know this exciting project. He has been really pleased to work on this beautiful Asian garden concept in the ponds and all the architecture and the multilingual, bilingual elements. We will keep working on it. The last proposal before this one was with the 14 additional units. Mayor Pro Tem Staudt clarified he meant the last proposal was the proposal made in March. Mr. Aikens said that was the proposal for all the phasing and the payments and everything; he did not think we can do that. Mayor Pro Tem Staudt said he did not know what Council is willing to do at this point. For the lack of a motion, he thought it is best that we take all of the things that are tied to the current agreement and eliminate it and let our City staff and City Attorney negotiate with Mr. Aikens without any conditions that are currently being applied by this current agreement. He did not know where else we are going to go, but he was not going to make a motion at this point.

Member Fischer said it was clear that Mr. Aikens and Mr. Clark were adamant about these 14 units. He said he would imagine they have done some sort of financials on the 14 units. He asked if he had considered talking to the City. He did not know what it would cost, and he did not know that any other Council Member would be on board with it. He felt going forward with the prior plan as the previous speaker talked about but looking at a reduction in the purchase price that would make that a financial reality. Mr. Aikens said sure, the purchase price is obviously a factor. Member Fischer asked if he had considered approaching the City on that front. You obviously have some sort of value that you have put on this land contract and pushing off the



payment of the \$1.5 million dollars, do you have a value of these 14 units that you have tried to subsidize by pushing the land contract and the phasing. He said if we were to reduce a purchase price, but go back to the old plan, and get all the money up front, would that be something that you have considered and have a value on. Mr. Aikens said they do not have a value on that, he said he thought they needed the \$3 million that we would have agreed to. They negotiated that quite hard. Member Fischer said he was just thinking outside of the box at this point. He said he agreed it was time for a clean slate. He said he will not make a motion. He said he would not support a motion on the table that evening.

Mayor Gatt said it looked like none of the Council Members were going to make a motion in any direction that evening. City Attorney Schultz said some of the Council Members alluded to the date of September 30<sup>th</sup> as a relevant date in the sense that if no extension is made that evening the agreement will terminate. Also, as others have alluded to, that does not mean you can't continue to talk to Mr. Aikens and Mr. Clark to see if there is something that you can do that you are not under the gun. Mayor Gatt asked what they would need to do to move forward. City Attorney Schultz said you would not need to do anything. You might ask whether Mr. Aikens has any parting comments, but you would just move on to the next agenda item. Mayor Gatt asked Mr. Aikens if he had anything that he wanted to say. He stated that we were going to move forward without making any motions. The matter will die and then are free to enter talks with the City like it is brand new.

Member Crawford said he was confused. He thought we had gone back to the drawing board. His understanding was the Council had wanted them to talk to City staff and come back with a proposal which he was fine with. He understood there are real challenges here, particularly in lieu of COVID and everything else. He said he wanted this to move forward, he did not want this to go back to the drawing board again.

**CM 20-09-111            Moved by Crawford, seconded by Gatt; MOTION CARRIED: 6-1**

**To approve a Fifth Amendment to the previously-approved conditional Agreement of Purchase and Sale on North Grand River City Property, located north of Grand River Avenue, east of Town Center Drive, and to authorize the Mayor and Clerk to sign the same, subject to final review and approval of the terms and conditions of the Purchase Agreement by the City Manager and City Attorney's office, including minor amendments thereto.**

Member Mutch said he had a question for City Attorney Schultz. In terms of the agreements that we have had in place that cover all these various aspects of the development, if we do not proceed forward that would terminate that process. Where does that leave those various components, does the City Council have the authority to essentially create a new agreement. He said he didn't want to lose what has been done up to this point, going through an approval process and truly going back to square one. City Attorney Schultz said you will not lose all the conversation. You do not

lose all the language of the agreement. You are still going to have to have some form of written agreement with the purchaser. Depending on what it is that you agree will move forward. There may be substantial parts of the plan that we can say have already been reviewed. He did not think you would go back to square one by any stretch. Member Mutch said he wanted to be clear that any of the approvals that they have already gotten, like having gone through the Planning Commission with their PRO and things along that line, those do not go away, even if this agreement goes away. City Attorney Schultz said if the plans days generally the same then I think you may have to go back through to get another stamp, but it depends what changes. Member Mutch asked if City Council has the ability to incorporate in a future agreement something saying we have already gone through the steps of the process and have been granted approval even though those were tied to an agreement that is now been terminated that those are still valid and in place. He said he was hearing two different things. City Attorney Schultz said he did not know exactly what is going to change with the plan, not so much with the PRO agreement, but it is still going to be a PRO. Depending on how significant the changes were, we were already talking about going back to Planning Commission. If it really is the same plan and we were just talking about how to implement it, then yes you could do what you were saying. Member Mutch said he was still where he was at the beginning of the evening. He didn't have the comfort level to give this another six months. At the same time, if we take the direction that the Mayor Pro Tem and Member Fischer have suggested, he did want to ensure that we are not creating a situation where we are forcing this developer to go back through a lot of process. That is time and money for them, and uncertainty. He understood from your perspective that if they have made significant changes to the overall site that it may require them going back anyway. He said to the degree that we could essentially bring those along with a future agreement, he wanted to know if they can do that. He didn't want to throw everything out and then say they have to go through everything again. City Attorney Schultz said most of these things, we are not the seller of the property, so in any other PRO where you have somebody who was selling his property to a developer they may lose an agreement and we may never know about it. They may renegotiate while they are in the middle of the PRO process. It really comes down to how much the plan changes. It fits the same plan that you looked at in March, he thought we can do what he suggested. Member Mutch had one last comment on the financial piece. He stated that Mr. Aikens is saying that the 14 units are kind of key to them being able to purchase the property whole, Member Fischer was suggesting maybe we look at a reduction in the sale price to not have those. He wanted to see what those numbers look like because 14 units on a project of this size. He understood that the percentages might look a little bit high in terms of the increase, but in terms of the intent of this area, and where it is located, it is not a lot of units. He wouldn't want to see us take a significant reduction in value over that number of units, but that is a conversation for down the road.

Mayor Pro Tem Staudt said sitting here the last 15 minutes, he said he would support the motion and he was going to encourage his colleagues to support it. He was hearing that this is going to cost a ton more money if we let this go. In another six months does not cost us anything. He said he was hoping our City Manager and City Attorney can negotiate something that serves us better in terms of making sure we get our money in

a timely manner. He would really like to see the time limit reduced to three years instead of five years, but we have three and a half years invested in this. He did not believe that we should be imposing additional dollars in fees and costs on this developer at this point.

Member Casey said she alluded to this in her earlier comments that what is in front of us is the extension of six months on the agreement of purchase and sale. She was willing to support that going forward, but again, with a very clear expectation that if what comes back to us from the purchase agreement perspective is a land contract, she will not support that going forward. She is going to support this going forward so we can continue the process with you. We do not want to put you in a position where you must redo what you have already done. So that is the reason for my support this evening.

Member Fischer stated that he got from the City Attorney Schultz that we could probably expedite a lot of these things if we were to go down this path, so he did not see this as a big imposition we have extended multiple times. To say this is not a cost to the City, he would ask a rhetorical question to City Manager Auger how much time and effort we have spent from City Planning staff. He would ask City Attorney Schultz how much money we have paid him to review these contracts, so again, this is going back to his vote a month ago, where it is kind of an exercise in futility. He said he did not agree with the framework that the petitioner has proposed for what the end to deal will look like. He felt there was no point in approving the extension.

**Roll call vote on CM 20-09-111**

**Yeas: Casey, Crawford, Mutch, Gatt, Staudt, Breen**  
**Nays: Fischer**

2. Consideration of Zoning Ordinance Text Amendment 18.293 to amend Article 5.0, Site Standards, Article 5.5, Landscape Standards, and modifications to the Landscape Design Manual, in order to update and revise the landscaping plantings and buffering requirements of the Zoning Ordinance, and other items deemed necessary. **FIRST READING.**

City Manager Auger said this was staff-driven and found a lot of areas that we could improve with this ordinance. He stated that our landscape architect, Rick Meader, did a great job of reaching out to landscape architects and landscapers to make this ordinance better.

**CM 20-09-112**

**Moved by Breen, seconded by Fischer; CARRIED UNANIMOUSLY**

**Approval of Zoning Ordinance Text Amendment 18.293 to amend Article 5.0, Site Standards, Article 5.5, Landscape Standards, and modifications to the Landscape Design Manual, in order to update and revise the landscaping plantings and buffering requirements of the Zoning Ordinance, and other items deemed necessary. FIRST READING.**

**Roll call vote on CM 20-09-112**

**Yeas: Casey, Crawford, Fischer, Mutch, Gatt,  
Staudt, Breen  
Nays: None**

3. Consideration of approval to award a unit price contract to Crimboli Nursery Inc., the lone bidder, for the fall 2020 and spring 2021 Tree and Landscape Planting Projects, in an estimated amount of \$293,995, and amend the budget.

**CM 20-09-113      Moved by Staudt, seconded by Casey; CARRIED UNANIMOUSLY**

**Approval to award a unit price contract to Crimboli Nursery Inc., the lone bidder, for the fall 2020 and spring 2021 Tree and Landscape Planting Projects in an estimated amount of \$293,995 and amend the budget.**

**Roll call vote on CM 20-09-113**

**Yeas: Fischer, Mutch, Gatt, Staudt, Breen,  
Casey, Crawford,  
Nays: None**

4. Consideration of approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$267,605. The contract term is for one year with two one-year extensions.

Member Fischer said his understanding was that this is who has been providing this service. We just ran out of the contract and extension and City staff has been happy with the service provided. City Manager Auger said that is correct.

**CM 20-09-114      Moved by Fischer, seconded by Breen; CARRIED UNANIMOUSLY**

**Approval to award a unit price contract to B&B Landscaping Inc., the lowest qualified bidder, for Snow Removal Services for City Streets and Municipal Sites, in the estimated seasonal amount of \$267,605. The contract term is for one year with two one-year extensions.**

**Roll call vote on CM 20-09-114**

**Yeas: Mutch, Gatt, Staudt, Breen, Casey,  
Crawford, Fischer,  
Nays: None**

**AUDIENCE COMMENT:**

Jim Bullock said he has been on these calls a couple of different times and he is calling again about the same issue on Garfield Lake. The last time he was on this call he had complained that the pond in his backyard had been decreasing in terms of the water level. He also mentioned that it happened on Garfield Lake. Since then he said he has known the City has pumped water from Garfield Lake to the ponds that are cells of

Deer Run. Consequently, his water and the pond has gone down about another two feet in the last two to three weeks. He remembered hearing earlier today Member Casey saying that she was going to look out for the best insurance, best interests of the residents and the downside of things. He was trying to figure out now who is helping us on the downside with this whole de-watering project. He knew of a lot of people making complaints, he has seen little done to help them. He thought the pump was a nice gesture, but it certainly was not enough to even make a dent in what is being taken from Garfield Lake. He wanted to know who was going to step up and help. This is getting worse before it is getting better.

**COMMITTEE REPORTS:**

Member Casey gave a quick update on the Roads Committee. She indicated that her goal was to have our first meeting in September. She was here to tell you that their first meeting is now going to be on October 19, 2020. After that meeting, she will look forward to giving you all an update on what we took care of, what we talked about at that meeting, and what the plans are.

**MAYOR AND COUNCIL ISSUES: None**

**COMMUNICATIONS: None**

**CONSENT AGENDA REMOVALS FOR COUNCIL ACTION: None**

Mayor Gatt stated that City Council would enter Executive Session and they did not plan on returning to Open Session.

**ADJOURNMENT** – There being no further business to come before Council, the meeting was adjourned at 8:04 P.M.

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Cortney Hanson, City Clerk

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Robert J. Gatt, Mayor

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Transcribed by Deborah S. Aubry

Date approved: October 12, 2020