

CITY OF WAYNE
CITY COUNCIL
SPECIAL MEETING NO. 2009-30 - NOVEMBER 2, 2009
WAYNE CITY HALL
3355 SOUTH WAYNE ROAD
7:00 P.M.

A special meeting of the Wayne City Council was held on Monday, November 2, 2009, at 7:00 p.m. in the Council Chamber of Wayne City Hall, 3355 South Wayne Road.

Mayor Haidous called the meeting to order at 7:04 p.m. and led the Council and the audience in the Pledge of Allegiance to the Flag.

Members Present: Mayor Abdul Haidous, Mayor Pro Tem Donna M. McEachern, Thomas H. Kelly (7:09), Albert M. Damitio, Pamela Dobrowolski, Susan M. Rowe, Mathew P. Mulholland

Members Absent: None

Also Present: John P. McKinney, Attorney; John J. Zech, City Manager; Mary E. Carney, City Clerk

A moment of silence was held for Michael Gorman, former employee of the City, with sympathy extended to his family.

11-09-0504 Motion by McEachern, seconded by Rowe and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of October 20, 2009, as printed.

11-09-0505 Motion by Dobrowolski, seconded by Damitio and unanimously carried, it was resolved to approve the request to proclaim the month of November as National Family Caregivers Month.

11-09-0506 Motion by Rowe, seconded by Mulholland and unanimously carried, it was resolved to approve the request from the Clean Water Action Group to conduct a door-to-door canvass in order to solicit donations.

11-09-0507 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to declare November 1 - 7, 2009 as Winter Hazards Awareness Week in Wayne.

11-09-0508 Motion by McEachern, seconded by Mulholland and unanimously carried, it was resolved to approve the First Reading of a proposed amendment to Ordinance 210.12 (fees).

11-09-0509 Motion by McEachern, seconded by Rowe and unanimously carried, it was resolved to adopt Ordinance 2009-15, an ordinance to amend the codified ordinances of the City of Wayne, as follows:

ORDINANCE NO. 2009-15

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF WAYNE
THE CITY OF WAYNE ORDAINS:

Section 1. THAT THE CODIFIED ORDINANCES OF THE CITY OF WAYNE BE AMENDED BY ADDITIONS OR AMENDMENTS TO PART TWELVE, PLANNING AND ZONING; CHAPTER 1234, BOARD OF ZONING APPEALS

1234.12(d) Regulated Uses

- (1) In the development and execution of this Zoning Code, it is recognized that there are some uses which, because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. These special regulations are itemized in this subsection. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.

The establishment of the following kinds of uses is prohibited if the establishment of such use will constitute the second such use within a 500-foot radius (i.e. not more than one such use within 500 feet of another such use):

- A. Adult supply store;
- B. Adult motion picture theater;
- C. Adult mini motion picture theater;
- D. Adult outdoor motion picture theater;
- E. (left intentionally blank)
- F. Group A cabaret;
- G. Bar or establishment for the sale of beer or intoxicating liquor for consumption on the premises;
- H. Hotels or motels;
- I. Massage parlors;
- J. Pawnshops;
- K. (left intentionally blank)
- L. Boarding and rooming houses;
- M. (left intentionally blank)
- N. Specifically designated dealer's establishment;
- O. Specifically designated merchant's establishment;
- P. Money services businesses;
- Q. Person engaged in the occupation or business of fortune telling, palmistry or clairvoyancy;

R. Person engaged in the occupation or business of applying tattoos or piercing body parts other than ears.

Section 2. That this Ordinance shall be published as required by law.

Section 3. That this Ordinance shall become effective ten days after enactment and upon publication thereof.

Upon the request of Mayor Haidous for comments from members of the audience on matters not covered by the Council Agenda, none were expressed.

By consensus of Council, Communications and Reports were received and filed or acted upon as indicated:

a. Memo from the Finance Director concerning the 2010 State of Michigan Inflation Rate Multiplier

Councilman Kelly arrived at the meeting.

b. Flyer from the Library Director regarding the program: Lincoln and the Constitution, which has been changed to Tuesday, November 17, 2009, at 7:00 p.m., at the Library

c. Memo from the Parks & Recreation Director concerning upcoming programs

d. Memo from the Police Chief regarding 4362 Fourth Street

11-09-0510 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve declaring 5222 Williams Street, a Hazard/Nuisance, on an emergency basis, and assess the charges to the owner of record.

11-09-0511 Motion by McEachern, seconded by Damitio and unanimously carried, it was resolved to approve the proposed contract language changes to the Water Services Contract the City has with the Detroit Water & Sewer Department (DWSD).

11-09-0512 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve a one year lease agreement with Kim Parrish for the use of Studio A at the Community Center for Jazzercise.

11-09-0513 Motion by McEachern, seconded by Dobrowolski and unanimously carried, it was resolved to approve entering into an Intergovernmental Agreement with Wayne County for a 2009 Justice Assistance Grant (JAG) in the amount of \$16,704.00, to enhance crime prevention and education based programs, as well as planning, evaluation and technology improvement programs, as follows:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF WAYNE AND
THE COUNTY OF WAYNE

THIS AGREEMENT is between the City of Wayne (the Municipality) and the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Wayne County Sheriff (The County).

1. PURPOSE

1.01 The U.S. Department of Justice, Bureau of Justice Services has designated 17 units of local government in Wayne County, as Disparate Jurisdictions and therefore, these communities are eligible to receive a grant under the 2009 Justice Assistance Grant (JAG) program.

1.02 The 2009 Justice Assistance Grant (JAG) solicitation notice outlined the process for application, approval and acceptance of federal funds under the JAG program. Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

1.03 The parties to this agreement authorized and designate the Wayne County Department of Homeland Security as the applicant for the 2009 Annual JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program.

1.04 According to the rules and procedures of the JAG award, the Municipality has designated the Wayne County Department of Homeland Security as the applicant for the 2009 Annual JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program. As administrator to the program the Wayne County Sheriff's Office will be responsible for monitoring the award; submitting reports including performance measure and program assessment date; and providing ongoing assistance to the sub recipient of the funds.

1.05 The Municipality through its police agency has accepted participation in the 2009 Annual Justice Assistance Grant (JAG) program.

2. ENGAGEMENT OF MUNICIPALITY

2.01 The County engages the Municipality and the Municipality agrees to faithfully and diligently purchase JAG eligible equipment for use in local law enforcement in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Municipality must make the purchases described in Appendix A in a satisfactory manner, as determined within the discretion of the County.

3.02 The Municipality agrees to accept the 2009 JAG grant and expend the grant according to all rules, regulations, procedures and laws as established by the U.S. Department of Justice, Bureau of Justice Services. The Municipality must establish a trust fund to deposit its share of JAG funds.

3.03 Eligible area of expenditure are as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community correction programs; drug treatment programs; planning, evaluation, technology improvement programs and crime victim and witness programs (other than compensation).

3.04 Prohibited uses of grant funds are: directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety; vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters); luxury items*; real estate*; construction projects, other than penal or correctional institutions*. Funds may be expended in areas marked with an asterisk (*) based on extraordinary or exigent circumstances, and, with pre-approval by BJA and written authorization from the County.

3.05 The Municipality shall expend its grant as described in Appendix A. The Municipality may amend the purpose area of the grant provided it has received pre-authorization from the Wayne County Sheriff Office and approval of the Bureau of Justice Assistance.

3.06 The Municipality shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the Wayne County Sheriff's Office to meet its obligation under the JAG grant.

3.07 The Municipality's legislative body must approve a resolution adopting the terms and conditions of this Agreement prior to this agreement taking effect and shall become a part hereof.

3.08 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.09 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.10 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Municipality shall be and remain liable according to applicable law for all damages to the County caused by the Municipality's negligent performance or nonperformance of any of the Services furnished under this Agreement.

4. TERM OF AGREEMENT

4.01 This Agreement begins upon approval by the Wayne County Commission, execution by the County Executive and approval of Bureau of Justice Services, and ends September 30, 2012. The Municipality must expediently perform the services to achieve the objectives of this Agreement.

5. ADMINISTRATION

5.01 The Municipality must inform the County as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objectives of the Agreement. The Municipality must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

5.02 The Municipality must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Municipality is not required to perform in a manner materially in conflict with requirements imposed by any applicable law, including any statute, county charter, ordinance, resolution or executive order.

5.03 The Municipality shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money or enter into contracts except as otherwise provided in this Agreement.

6. COMPENSATION

6.01 The County shall pay the Municipality according to the budget in Appendix A, attached. The Municipality must secure prior County approval for any deviations from the budget. The budget includes all remuneration to which the Municipality may be entitled. Maximum compensation shall not exceed \$16,704.

6.02 The Municipality must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

7. METHOD OF PAYMENT

7.01 The County will pay the Municipality after the County receives an invoice for payment. The invoice must certify the total cost of the equipment procured to the project to date for that billing period, and must describe the purchases made. The Municipality must sign the invoice and send it to the County to the attention of the individual specified in the Notice provisions, Article 13. This section is limited by the provisions of Article 6 with regard to the amounts payable for performance.

7.02 The Municipality must submit as part of the invoice, a progress report indicating the Municipality's activities and being signed by an authorized officer of the Municipality.

8. RECORDS - ACCESS

8.01 The Municipality must maintain complete books, ledgers, journals,

accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The Municipality must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Agreement's termination and completion.

8.02 The County has the right to examine and audit all books, records, documents and other supporting data as the County deems necessary of the Municipality, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the Municipality. The Municipality must include a similar covenant allowing for County audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Municipality pending the results of any such audit without penalty or interest.

8.03 The Municipality agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Municipality is properly performing the services. The inspections may be made at any time during normal business hours of the Municipality. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Municipality, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Municipality, in writing. The Municipality agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the County.

8.04 If, as a result of any audit conducted by or for a County or Federal agency relating to the Municipality's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the Municipality, the County may retain the amount of compensation in question from any funds allocated to the Municipality but not yet disbursed under the Agreement. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Municipality in any successive or future Contracts between the parties.

9. RELATIONSHIP OF PARTIES

9.01 The Municipality agrees that the County is acting fiduciary with regard to the instant agreement and that it, the Municipality, must procure the agreed upon equipment as stated in this agreement. The Municipality further understands that it is obligated as is the County to fulfill the terms of this agreement in consideration and for the purpose of receiving the subject grant.

10. INSURANCE

10.01 Each party, at its expense, must maintain during the term of this Agreement the following insurance or self-insurance:

- A. Professional liability insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

- B. Workers' Compensation Insurance, which meets Michigan statutory requirements.
- C. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 per occurrence and \$1 Million Dollars aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1 Million Dollars aggregate.
- D. Comprehensive Automobile Liability (including hired and non-owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.

11. LIABILITY

11.01 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Municipality under this Agreement are the responsibility of the Municipality, and not the responsibility of the County, if the liability loss, or damage is caused by, or arises out of; the actions or failure to act on the part of the Municipality, any of its departments, or anyone directly or indirectly employed by the Municipality. The article is not a waiver of any governmental immunity the Municipality or its agents or employees have under Michigan law.

11.02 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement are the responsibility of the County, and not the responsibility of the Municipality if the liability loss, or damage is caused by, or arises out of; the actions or failure to act on the part of the County employee or agent. This section is not to be construed as a waiver of any governmental immunity the County, its agencies, or employees, is provided by statute or modified court decisions.

11.03 If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate its damages.

11.04 For purposes of these provisions, the term "County" includes County of Wayne and all other associated, affiliated, or subsidiary departments or division now existing or to be created, their agents and employees.

12. TERMINATION

12.01 If the Municipality violates a condition or conditions of the JAG grant, the County may terminate this Agreement without incurring any further liability, other than as indicated in the Article by giving written notice to the Municipality of the termination. The notice must specify the effective date, at least 14 days prior to the effective date of

the termination, and the Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Municipality for the equipment procured prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the equipment procured, and other means which, in the judgment of the County represents a fair value of the equipment, less the amount of any previous payments made. The final payment constitutes full payment. The parties agree that no payments under this section will exceed the amount payable under Article 6.

12.02 After receipt of a Notice of Termination each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13. NOTICES

13.01 All notices, consents, approvals, requests and other communications (“Notices”) required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to the Municipality:

John Williams, Chief of Police
Wayne Police Department
33701 E. Michigan Ave.
Wayne, MI 48184

If to the County:

Robert A. Ficano
Wayne County Executive
600 Randolph 3rd Floor
Detroit, MI 48226

13.02 All Notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. An authorized representative must sign any notice given by a party. Termination notices, change of address notices, and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid return receipt requested.

14. LAW AND JURISDICTION

14.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner specified in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising

out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court of the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals. Both parties agree not to commence any action or suit relating to the Agreement more than 3 years after date of termination and to waive any statute of limitation to the contrary.

15. NON-DISCRIMINATION PRACTICES

15.01 Each party must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by section 120-194 of the Wayne County Code.

16. MISCELLANEOUS

16.01 The Municipality covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

16.02 Articles 10, 11, and 14 survive termination of the Agreement.

16.03 All the provisions of this Agreement are “covenants” and “conditions” as though the words specifically expressing or imparting covenants and conditions are used in each provision.

16.04 Neither party is responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the County’s reasonable determination is controlling.

16.05 Unless the context otherwise requires, the words, “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

16.06 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope of intent of this Agreement or in any way affect the Agreement.

16.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

16.08 Neither party may assign this Agreement, nor any part, or subcontract any of the work or services to be performed without the other party's prior written approval. If there is consent to an assignment or subcontract, the assigning party must require the assignee or subcontractor to comply with the provisions of this Agreement.

16.09 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

16.10 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

16.11 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

16.12 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

16.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

16.14 The Municipality and the County expressly acknowledge their mutual understanding and agreement that there are and shall be no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the Municipality or the County.

17. AUTHORIZATIONS AND CAPABILITY

17.01 Each party warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind its principal to this Agreement.

18. SIGNATURE

18.01 The County and the Municipality, by their authorized officers and representatives have executed this Agreement.

11-09-0514 Motion by Dobrowolski, seconded by McEachern and unanimously carried, it was resolved to approve a one year agreement with the Michigan Humane Society for animal control services.

Upon the request of Mayor Haidous for comments from members of the City Council on matters not covered by the Council Agenda, the following were expressed:

Mayor Haidous stated that the meeting this evening was very important as it would be Councilman Kelly's last meeting as he did not seek reelection. Mayor Haidous presented the Councilman's portrait to his wife, Bridget and presented Councilman Kelly with a plaque for his years of service to the City. Councilman Kelly thanked everyone for giving him the opportunity to serve the community.

Councilwoman Dobrowolski stated that it has been a pleasure to sit on the Council with Councilman Kelly. She further stated that she has known Councilman Kelly for many years and was lucky to be placed on the Council when he was elected as State Representative and went to Lansing. She further stated that she appreciates his friendship through the years.

Councilman Damitio stated that he will also miss Councilman Kelly as he has always been a friend and done everything for the citizens of Wayne with integrity. He further stated that it has been a pleasure serving on Council with him and that the best advice Councilman Kelly ever gave him was to visit the Guinness brewery in Dublin!

Mayor Pro Tem McEachern stated that Councilman Kelly has been a positive addition to the Council and thanked him for his years of service. Mayor Pro Tem McEachern also wished him well on his retirement.

Councilman Mulholland also congratulated Councilman Kelly on his retirement, stating that he hopes the Councilman will enjoy just being a citizen. Councilman Mulholland further stated that he has known Councilman Kelly his entire life and with many role models at St. Mary Church, he always looked up to the Councilman.

Councilwoman Rowe stated that it has been great working with a friend of the family and that Councilman Kelly will be missed.

Councilwoman Rowe also reminded everyone to vote at the election. She further stated that even though the races were not contested, it would be important to vote on Proposals 1 & 2. She further stated that if the proposals were to pass, the information would still be available on the website and at the Clerk's Office.

City Manager Zech, on behalf of himself and the staff, thanked Councilman Kelly for his years of service and that he appreciated his service both times that he was elected to the Council. He further stated that during Councilman Kelly's time in Lansing he knew that he could always depend on him to help the citizens of Wayne.

Mayor Haidous stated that many times he has joked that Councilman Kelly is a "pain in the neck" but in truth it has been a great honor to know him and has always looked to him for advice. Mayor Haidous continued by saying that whether or not he and Councilman Kelly agreed or disagreed on an issue, it was always with the best interests of the City in mind. He continued by saying that he hoped Councilman Kelly would continue on the same path working for the citizens of Wayne.

Councilman Kelly thanked everyone for their kind thoughts and comments and stated that it has been a pleasure for him serving on the City Council.

11-09-0515 Motion by Rowe, seconded by Mulholland and unanimously carried, it was resolved to accept the Consent Calendar without exception as follows:

- a. Housing Commission Minutes of September 9
- b. Historical Commission Minutes of October 12
- c. 2020 Committee Minutes of October 28
- d. Recreation Advisory Board Minutes of October 20
- e. Dangerous Building Appeal Board Minutes of August 17
- f. Dangerous Building Appeal Board Minutes of October 19

11-09-0516 Motion by Kelly, seconded by Rowe and unanimously carried, it was resolved to adjourn the meeting at 7:40 p.m.

Mary E. Carney
City Clerk

Abstract published November 12, 2009