City Council of Peachtree City
Minutes of Regular Meeting
January 6, 2005
7:00 p.m.

The City Council of Peachtree City met Thursday, January 6, 2005, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition

Mayor Brown and Building Official Tom Carty recognized the Builders of the Year – Line Creek Water Treatment Plant, Best Industrial Site; Ashton Woods Homes, Safety Award; Doug McDonald, Ashton Woods Homes, Superintendent of the Year; and Ashton Woods Homes, Builder of the Year.

Jonathan Kempler was recognized as the Employee of the Month for November. Harry Baro was recognized as the Employee of the Month for December. Chris Campbell was recognized as the Supervisor of the Quarter for the Fourth Quarter. Johnny Inman was recognized for his service as a member of the Recreation Commission. Council Member Rapson and Financial Services Director Paul Salvatore were recognized for their service as members of the Peachtree City Tourism Association.

Election and Oath of Office of Mayor Pro-tem

Rutherford nominated Murray Weed to serve as Mayor Pro-tem. Rapson seconded the nomination. The motion carried 4-0-1 (Weed). Weed was sworn in by Mayor Brown.

Minutes

Rutherford moved to approve the December 2, 2004, Regular Meeting Minutes as amended. Rapson seconded. The motion carried unanimously.

Monthly Reports

Brown announced that City offices would be closed on Monday, January 17, for the Martin Luther King, Jr., holiday. Brown noted there had been 301 EMS calls this year to date and the County had not responded to any of them. Classroom program revenue was up. The top five accident sites for the month were GA 54/Peachtree Parkway, GA 54/Walt Banks Road, GA 54/Line Creek, GA 54/Robinson Road, and GA 54/GA 74.

Consent Agenda

1. **Annual Indemnification Resolution**
2. **Authorization of Legal Organ**
3. **Consider Appointment to Airport Authority**
4. **Consider Appointment to Recreation Commission**
5. **Adoption of the Transmittal Resolution for the STWP/CIE Update**
6. **Consider Tower Lease for Sprint**

7. **Consider Resolution of Support for State Licensing Board for Residential and General Contractors**
8. **Consider Amendment to Wrecker Service Contract**
9. **Consider Change Order for Library Roof Drains**
10. **Resolution to Call for Election and Establishment of Qualifying Fees**

Rutherford removed Consent Agenda #6 for discussion. She moved to approve Consent Agenda Items #1, 2, 3, 4, 5, 7, 8, 9,and 10. Weed seconded. The motion carried unanimously.

6. Consider Tower Lease for Sprint

Rutherford referred to the agreement and asked why Police Chief James Murray was listed as the lessor just above Item #14. Rapson noted that the City was also named as the lessor on the same page. City Attorney Ted Meeker explained that Chief Murray was actually the contact person for the agreement. He noted that the lessee and lessor information was listed above the section that named Murray as the contact. Rutherford questioned whether the contact number and person should be at City Hall. City Manager Bernard McMullen pointed out that Chief Murray was the contact person for all of the City's communications issues. Meeker clarified that the way the paragraph was worded Chief Murray was the contact person. Weed noted that the City was identified as the lessor earlier in the definition section of the agreement.

Rapson moved to approve Consent Agenda #6. Rutherford seconded. The motion carried unanimously.

<u>New Agenda Items</u>

01-05-01 Consider Request from Fayette Senior Services for $7,500 in Funding

Administrative Services Director/City Clerk Jane Miller addressed Council. Miller said Fayette Senior Services had requested $7,500 and met the criteria set in the non-profit policy. She said the amount was also budgeted.

Rutherford moved to approve the request from Fayette Senior Services for $7,500 in funding. Weed seconded. Meeker asked Rutherford to revise her motion and include an authorization for the Mayor to sign the agreement between the City and Fayette Senior Services. Rutherford accepted the amendment. Weed seconded the revised motion. The motion carried unanimously.

01-05-02 Consider Request from Promise Place for $7,500 in Funding

Miller noted that Council had also received a request for funding from Promise Place, also known as the Fayette County Council on Domestic Violence. She said Council had provided funding for several years, and they had requested $7,500.

Rutherford moved to approve the request from Promise Place for $7,500 and to authorize the Mayor to sign the agreement. Rapson seconded. The motion carried unanimously.

01-05-03 Citizen Request – Bob Stieber, Valentino's – Alcohol Serving Permits

Brown noted there was an additional document on the dais – an e-mail from Police Chief James Murray forwarded by the City Manager to Mayor and Council with the subject, "Council Meeting Additional Information Alcohol Permits."

Stieber referred to a recent news article and said he was not fighting for an individual, as suggested in the article. He said the permit was a good idea and he had proposed it a few years ago; however, he had a few concerns about the permit ordinance as it was written. He acknowledged that some servers had committed violations and had served their time. Now they were being punished again. They had been working before the permit requirement was approved. The law had changed, and responsibilities had been taken away from them. Stieber said those servers should be given some consideration. He noted that he had been through the appeals process with one of his servers, but the appeal was turned down. Stieber said he was not complaining about the Police Department and said the Department was wonderful. He continued that the ordinance needed some fine-tuning, and the appeals process should be in writing, with some kind of criteria. Stieber said those same servers could go to other counties and find jobs, but added this was about the City's children, and the City should look out for its children.

Rutherford noted that, as of January 6, 1,135 permits had been issued. Twenty-nine had been denied, and only 16 of those were Fayette County residents. Stieber said the City had not considered the labor market for the food service industry. There was not a college or school to provide workers. He said he was not asking that the permits be abolished, but it should ultimately be a decision of the employer whether the employee served alcohol or not. He said he knew at least one young server that deserved more consideration.

Kourajian told Stieber he had put a lot of thought into his remarks and had referred to the servers as kids. He asked Stieber if he had a suggested age range that should be considered. Stieber said he was using "kids" as a general term for the labor force. He said there was room to act responsibly to the City's children and others who lived in the community and were part of this work force.

01-05-04 Citizen Request – Bob Stieber, Valentino's – TDK Boulevard Extension

Stieber said one of the reasons he located his business in the Braelinn Shopping Center was because the TDK extension into Coweta County was planned. It had now been five years, and 12 businesses located in the shopping center had closed. Council controlled location and traffic. There was no traffic in the area. He said the Council, by their actions, had told everyone on that side of town that they were not important. It also happened a few years ago when the tree lighting was moved from City Hall to a private shopping area on 54 West. All of the focus was on GA 54 West. Stieber continued that Council was fighting about a few thousand dollars. The cost would go up next year. If the road had already gone in, a whole new group of people would already be shopping on that side of town, and the effect of the new businesses on GA 54 West would not have been as great. The road project had been put off, and that was wrong. Stieber said his business was good, but not what it should be. He could not support his family at the Braelinn location. He was going to have to move.

Brown said Council did not control location. Stieber said Council controlled traffic, and traffic determined location. Brown asked how the increase in competition had hurt his business. Stieber said he had lived through all of that. He noted that the people who had gone out of business were not bad business people. There had not been enough traffic. The TDK extension would bring traffic to that part of town.

Kourajian assured Stieber that not everyone on Council was against the TDK extension. He said there were members who were adamant about the project. He told Stieber he appreciated his speaking on behalf of the business owners and the shoppers.

Brown noted that traffic worked both ways and pointed out that people could not get into Westpark at certain times of the day from the eastbound side of GA 54. Stieber said that with traffic, there was at least potential. He said there were other ways to get into Westpark in addition to the 54 entrance.

Sue Tozour referred back to the earlier topic, telling Council that her child was one of those denied an alcohol serving permit. She worked double shifts in every part of the restaurant. Her daughter did something two years ago and was still paying for the offense. Her daughter was young, foolish, and had made a mistake. She asked Council to reconsider the serving permits.

Brown said that a denial of the permit was not a permanent ban. He said the time period for some of the offenses was two years, while it was five years for others. He noted that young people could lose their driver's license the same way. They could still work in restaurants. They just could not serve alcohol.

Rapson asked staff to look at the appeals process and the 16 applications that were denied to see if there was a problem that could be resolved. It was reasonable to evaluate the process now that it was in operation. He asked to make the alcohol serving permits a Retreat item. Rutherford said she also wanted to look at the appeals process.

Brown asked Stieber if he wanted a person convicted of drug possession with intent to distribute serving alcohol. Stieber said if the offense happened when the person was a juvenile and the person was now 21 and was a dependable, sober, good worker, then that should be considered.

01-05-05 Public Hearing – Consider Rezoning of Exposaic Tracts 1,2,3, Dividend Drive – GI to LI

John Proffitt, Jr., addressed Council and said their request was simple. They were asking Council to rezone the tracts from General Industrial (GI) to Limited Industrial (LI). The two existing buildings, the Hamilton Berry Center and the Jack Berry building, were built to LI guidelines. He said that City Planner David Rast suggested that they go ahead and include the Jack Berry building in the request to clean up the zoning for the entire parcel when he submitted the conceptual site plans for a few new buildings. Proffitt said they would not need to alter the infrastructure in place on the property. He noted that the existing parking would service the new buildings.

Proffitt continued that the conceptual site plan showed a potential two-story building on the corner of Paschall and Dividend; however, they were looking at a one-story transitional building on the corner. Two sister buildings to the existing Hamilton-Berry building were planned. If a fourth building were built on the other end of the property near the Jack Berry building, it would be another one-story transitional building. The new buildings would be consistent with those already on the property. The uses would include executive offices, some retail, nothing inconsistent with the rest of Dividend Drive. Proffitt said the setbacks in GI zoning prevented further development of the property. Limited Industrial allowed for development consistent with what was already on the property.

Rast said he had looked through the files of the initial plans for the property. The former developmental services director had asked for a plan for the entire parcel that included the Hamilton-Berry Center and the Jack Berry building as permitted uses with LI zoning. The lots along Dividend Drive were narrower than the lots in the back of the property. According to the notes in the file, the Planning Commission did not want the applicant to have to come back for variances when those lots were developed. Rast agreed with Proffitt that the rezoning was a housekeeping issue. The current GI zoning limited what could be done on the site. Rast said the proposed rezoning was consistent with the Land Use Plan. Rast noted that there was a clean-up a few years ago of the rear of the tract. He said buildings along the front portion would provide a screen along Dividend Drive.

Rast continued that the Planning Commission and staff both recommended approval of the rezoning with conditions. He pointed out that the plan presented to Council during the meeting was conceptual only. There were a few conditions that the applicant had agreed to during the Planning Commission meeting. One condition was to install a cart path along the property, which would be the first segment of the path system in the industrial park. All of the new buildings should compliment the Hamilton-Berry and Jack Berry buildings on the site.

Rapson asked Rast if the realignment of Huddleston Road and Dividend Drive would affect the property. Rast said the road realignment would have no effect. Rutherford asked where the cart path would go. She said it looked like it could only go right in front of the parcel. Rast said the cart path would be built in the right-of-way on the front side.

Brown pointed out that the parking spaces along Dividend encroached into the setback. He thought the parking could go somewhere else on the property. Rast said there was a 30-foot setback in LI zoning. The parking had been there for many years and would most likely be grandfathered. Any alterations to the parking would have to conform to the zoning. Brown said the parking would make putting in the cart path difficult. Rutherford agreed. Rast said there was about 20 feet of right-of-way before the property line, and the path would be in the right-of-way.

Brown continued that he would like to see more tree canopy on the street and to create more buffering with vegetation along the rear setback. He asked if Council could make it a condition to create more buffering with vegetation. Rast said either to make it a condition, or to state in the minutes that the matter would be addressed in the landscape plan. Rast noted there were a lot of underground utilities located on the parcel and a power line easement between the two buildings to serve any future buildings in the rear.

Rapson asked if the LI zoning would continue down Dividend Drive. Rast said that this tract would be LI now. There was not another similar tract in the area. He did not foresee any other LI zonings in the area.

Rapson agreed with Brown that this would be a good time to enhance the tract. Weed said they should not leave loose ends and should make the enhanced landscaping a condition.

Rapson moved to approve, and concurred, with staff's recommendation to take this property's zoning from GI to LI for Lots 1,2, and 3, on the former Exposaic tract, and to embrace the three conditions and add a fourth condition to enhance the landscaping as part of the final site plan approval. Kourajian seconded. Brown offered a friendly amendment that the landscaping be enhanced on the rear setback specifically. Rapson and Kourajian accepted the amendment. The motion carried unanimously.

01-05-06 Consider Approval of Agreement with Airport Authority Relative to TDK Extension Redesign

McMullen told Council the agreement would be between the City and the Airport Authority. McMullen said the Airport Authority had offered to pay for the conceptual redesign of the re-routing of TDK extension. The Federal Aviation Administration (FAA) had raised issues with the current road design, which had existing right-of-way going through the runway safety zone for Falcon Field. The money from the Airport Authority would provide the conceptual redesign of the road that would identify the additional right-of-way needed for the project.

Brown said the actual cost would be far from a couple of thousand dollars. He said they did not know the cost of the land that had to be acquired for the new right-of-way. The cost of the redesign was $40,000. The proposed new route created some interesting dynamics for Planterra Ridge Golf Course. A large culvert would be needed to go under the road, and he estimated the cost of the culvert would be more than $100,000. He questioned whether the County would pay the cost for the culvert.

McMullen said he had gone over the additional costs with County Administrator Chris Cofty, and the County was committed to paying the additional construction costs. Brown asked if the landowners were willing to do a land swap for the golf course hole. McMullen said the owner had not made a definite commitment. The owner wanted to see how much land they would have to give up. He said they needed the specifics of the road design in order to move forward. The $10,000 the Airport Authority would provide would help determine how much additional right-of-way was needed and who owned the land.

Kourajian clarified what the $10,000 would be used for. He said Council was not obligated to do anything. McMullen said the Airport Authority planned to seek reimbursement from the Federal Aviation Administration (FAA). Kourajian said that, according to the notes, the original estimate for the redesign was $44,000, was re-negotiated to a cost of $14,565, and now the firm would get $10,000. He asked what happened to the $4,565. McMullen said the $4,565 was included in the final design phase.

Rutherford asked why the Airport Authority could not pay the engineering firm directly, rather than routing the funds through the City. Weed also questioned why that could not be done. McMullen noted that the current design was the result of a contract between the City and the engineering firm. Meeker agreed with McMullen and said the Airport Authority could not just give the engineering firm money under the anti-gratuities clause. There had to be a reciprocal consideration flowing back to the Airport Authority. Meeker said the money was for a City road under contract with the City. Consideration would flow between the City and the Airport Authority and between the City and the engineering firm. Weed said ultimate consideration was the airport's interest in the project, which was why they contributed the money to begin with. They would have that whether the City were involved or not. Meeker said the Airport Authority could give the engineering firm the money, if there was no call from the City to say what the money was for, then the engineering firm just had $10,000. Weed said the Airport Authority could direct how the money was to be spent. Meeker said they could not pay the engineering firm if there was no contractual relationship between the Airport Authority and the engineering firm. Weed said there could be a one-page letter agreement to take care of the contractual relationship. Kourajian asked if the City had any further obligation to act as the conduit for the funds. Meeker said no. The agreement only ordered the preliminary design work.

Brown noted that the new design would create a big horseshoe in the road, and he was concerned about curb cuts. He pointed out there would be sight distance problems, and the way to correct that was to not allow curb cuts. He asked if the landowners had any opinion about curb cuts. McMullen said he met with the landowners. There had only been a curb cut for Husky Drive in the original design. He had heard nothing from the landowners. Brown asked if the engineering firm was willing to pay for their design mistakes. He said they needed to prove to him that there was no incompetence on the engineering firm's part. He said the firm had a sub-unit that did nothing but airport design and should have known about the runway clearance. Weed also had the same question.

McMullen pointed out the new design for the proposed road was longer. The original estimate for the redesign had been $44,000. The City engineer at that time had negotiated with the firm to pay for only the additional increment, which was two-tenths of a mile. Weed pointed out the road was longer due to the original design flaw made by the engineering firm.

Rutherford clarified that, if the City accepted the $10,000 and gave it to URS for the redesign, then the City would know what extra costs would be incurred. McMullen said that was correct.

Brown asked if the City had any word from Coweta County on whether they were willing to reimburse the City for the design costs on their side of the road. McMullen said there had been no notification, but Coweta County had not been asked.

Rapson asked Meeker if the City would be more liable if the City stated they would be responsible for completion of design documents associated with TDK, which was in the first section of the agreement. Rapson said, in his opinion, the City had redesigned the road three times. He asked if the City was liable for another design. He was not aware that the City had asked the Airport Authority for any assistance. Rapson said he wanted to move forward with the project. He said the City had been the only entity to cut checks on the project to this point, and that federal funds would reimburse Coweta and Fayette Counties for their expenses. Some of that reimbursement would be due for the design money the City spent. If Fayette County agreed to pick up the additional construction costs, Rapson wanted to move forward. McMullen said he had given the County a revised map with the projected costs, including the culvert, and Cofty sent a letter that assured McMullen the County would cover the costs.

Rutherford noted that the intergovernmental agreement said Council had asked the Airport Authority to provide funding. She said Council had not done so. McMullen clarified that staff had gone to the Airport Authority staff to come up with a solution.

Rapson asked Meeker if he was comfortable with the statements regarding completion of design documents. Meeker said that, under the original agreement with the County for TDK, the City was responsible for the design. Those designs were completed. The agreement had language that pertained to problems with the design. He said that the language in the agreement referred to an obligation performed by the City when the first set of plans was completed. Rutherford said the City was not obligated for more than the $10,000. Meeker said based on his reading of the agreement, the language could be modified.

Weed suggested eliminating all the "whereas" clauses in the agreement. They constituted a preamble that was not relevant to the terms of the agreement. The considerations and the terms of the agreement were all that mattered. Weed said the Airport Authority should not have to pay anything, and neither should the City. It was a design flaw, and the people who made the mistake should pay for it. Weed said the City should not have to act as a middleman either. He said the Airport Authority should pay the engineering firm directly and have a separate contract. Weed thanked the Airport Authority for their generosity.

Rapson asked if the City had more control over the design if the City directed the engineering firm. Meeker said the fundamental question was what the Airport Authority did. The Airport Authority ran airports. The City built roads. He did not believe the Airport Authority should give the money directly to the engineering firm. The project with the engineering firm was to build a road.

Brown said that, in order to save the City's $350,000 investment, he had been willing to put in a bit more money. The Council had agreed with Senator Seabaugh and Representative Westmoreland to a fixed price when asked for an additional $200,000. TDK would be the most expensive road in terms of transportation value in the Atlanta area. Brown said now more money would be needed for land acquisition. More and more money would be needed. He also did not want the Airport Authority to put their money into something he was not willing to fund further.

Rapson said the business community wanted the road to move forward. City staff wanted some direction. Rapson said he agreed with some of Brown's points. The Airport Authority was an autonomous body. Rapson said, other than the issues he had with the intergovernmental agreement, he was willing to move forward.

Weed said he believed Meeker's opinion was wrong and wanted further research on the issue on whether the Airport Authority could give the engineering firm the money directly. If Council was not willing to do that, he suggested tabling the matter to have Meeker and the Airport Authority attorney re-work the agreement, remove the preamble, and revise the terms. The agreement could state the City was not obligated to more funding. Weed said he supported the road project, but he did not want to allow a company to do bad work and get away with it. He told staff to work on that problem. If staff did so, then Weed was willing to move forward.

Meeker went over the changes Council wanted to the agreement. The year in the first paragraph would change to 2005. He suggested the first "whereas" paragraph read, "The design documents associated with the TDK extension were completed." Meeker said the "whereas" clauses were not absolutely necessary, but did explain the purpose behind the agreement. Kourajian noted the third "whereas" and Meeker suggested striking that paragraph.

Weed pointed out that everything had to go back to the Airport Authority. Rapson said representatives were at this meeting. If they agreed, then the Airport Authority could call a special called meeting to ratify the amended agreement.

Weed verified that the members agreed that the sixth and seventh "whereas" paragraphs would be removed from the agreement. Brown asked to rephrase the fourth "whereas" paragraph. Rutherford said she did not have a problem with the clause. Brown wanted to add the words "beyond the original agreement." Rapson suggested adding "and was beyond the scope of the original agreement" at the end of the fourth clause. Meeker suggested adding "which issues had arisen as a result of the conflicts with the runway safety zone at the north end of Falcon Field."

Weed said that, in #1, the TDK redesign should be defined. There also needed to be a limiting paragraph in regard to Council's liability to do further redesign or spend more taxpayer money. Brown said he would add, "beyond the scope of the original agreement." Rutherford said the agreement should say the money was to finish the preliminary design phase. It should be clear that the City would do nothing else. The members agreed to add, "beyond the scope of the original design." Meeker read the following revision for #1, "The Airport Authority will provide the City with a $10,000, lump sum payment to assist with the TDK extension redesign, which is beyond the scope of the original agreement."

Rutherford said she had no problem with #2 since it was clear on what the engineering firm was expected to do. Weed said he saw no reason to include the list of what was expected since it was part of a preliminary design plan. Rutherford told Weed that he complained that the company did not do what they were supposed to in the original design, so the list should be left in the agreement so the firm knew exactly what was expected. She said the agreement gave them clear direction. McMullen said the specifics were delineated in the proposal.

Rapson asked the Airport Authority chairman if she agreed to the revisions. Cathy Nelmes, Airport Authority chairman, said they would bring the revised document back to the board after legal review. She said their regular next meeting was January 12, which would give time for the legal review.

Rutherford moved to approve the agreement as modified and to authorize the Mayor to sign when the revised agreement was completed for $10,000 for the purpose of completing the TDK redesign. Rapson seconded.

Brown said that Coweta County had a larger budget than the City and the City should ask Coweta County to pay for their portion of the design costs. He continued that the engineering firm had an airport division within their company. There would be additional costs, and he was not going to pay those costs. Other entities should pay those costs.

Nelmes told Brown she understood his position. She explained that the $10,000 would get everyone to the decision point. She said they liked the specifics in the agreement.

The motion carried unanimously.

<u>Council/Staff Topics</u>

McMullen introduced David Borkowski, the new City engineer, to Council.

Leisure Services Director Randy Gaddo gave an update on the library renovation. Gaddo said everything was going well and on schedule. He noted that the rain had provided some challenges, but there was a good superintendent on the job who kept the crew working. Gaddo continued that they were currently developing a set of asbilts. He said there had been so many additions in the past that they did not know where everything was located. He said other problems had also been uncovered, and he would update the City Manager the next day. Gaddo said the work would also correct a lot of problems that had plagued the plaza for many years.

McMullen asked Council to let staff know as soon as they could about possible locations and dates for the annual Retreat. McMullen said Council also needed to let staff know the focus of the Retreat and any topics the members wanted to address. Brown said to make sure the Youth Council and Senior Adult Council were included.

Rutherford said she would rather have the commissions, authorities, Youth Council, and Senior Adult Council attend a regular meeting to give their updates. She said that would give them better coverage and would be more accessible to the public. Rutherford continued that the Retreat should be a workshop, rather than have 27 items on the agenda that had to be covered. As examples, Rutherford asked when the last time Council looked at the comprehensive plan or the master multi-use path plan. She said the Retreat should be more focused on the future. She wanted to use the two-day retreat to look at the bigger picture and spend two-three hours on a subject, rather than 15 minutes. Brown agreed with Rutherford.

Weed also agreed with Rutherford. He did not blame staff because that was what they thought Council wanted, when there were other forums to discuss many of the items. He said Retreat should be a time for Council to sit together and plan.

Rutherford said Council should set policy and look at long-range and mid-term plans. There had been a lot of changes in the past 10 years that should be addressed. Staff was working on updates without input from Council. She said they also needed to discuss what should be done with the SPLOST funds when the money started coming in. Rapson said he would like for the City and County to work together on a plan to extend MacDuff Parkway. Brown said there should be a strategy session before approaching the County. Rutherford said Council needed to look at the issue and decide where MacDuff would come out onto GA 74. She said they needed a constructive discussion with the County on several issues. Brown said they also needed to look at the LOST distribution.

Staff would look at what places were available on the following dates – March 18-19 or April 8-9. Weed said he preferred to stay in the City for the Retreat. Kourajian also preferred to stay in the City.

Rapson said staff should have the entire day off on Christmas Eve, rather than a half-day. He wanted to change the policy. Typically, Council voted on the matter every year. Rutherford asked if the City compensated employees who worked 24-hour shifts for holidays. Miller said they received eight hours comp time that they could bank. Rutherford asked if any of the public safety employees lost time or money due to the holidays. Miller said no. The pay structure for public safety employees was different, and everything worked out. Council directed staff to put the matter on the next agenda.

Rutherford moved to reconvene in executive session to discuss real estate and pending litigation. Rapson seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Rapson seconded. The motion carried unanimously.

There being no further business to discuss, Brown moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 10:05 p.m.

J. S. Miller
Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne
Pamela Dufresne, Recording Secretary