

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
TUESDAY- -JULY 24, 2012- -7:00 P.M.

Mayor Gilmore convened the meeting at 7:18 p.m. Councilmember deHaan led the Pledge of Allegiance.

ROLL CALL – Present: Councilmembers Bonta, deHaan, Johnson, Tam, and Mayor Gilmore – 5.

Absent: None.

AGENDA CHANGES

None.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY & ANNOUNCEMENTS

(12-410) Presentation by the Park Street Business Association on the 28<sup>th</sup> Annual Art and Wine Faire.

Robb Ratto, Park Street Business Association, made an announcement regarding the faire and presented commemorative glasses to the Council.

ORAL COMMUNICATIONS, NON-AGENDA

(12-411) Ron Salsig, Alameda, expressed concern with smokers being evicted due to the Smoking Ordinance; stated an American Civil Liberties Union lawyer recommends rewriting Section 12; urged putting the matter to a vote of the people.

(12-412) Jane Sullwold, Alameda, expressed concern about ending negotiations with Jim's on the Course; urged the City to resume negotiations with Jim's on the Course and try to reach an agreement.

CONSENT CALENDAR

None.

REGULAR AGENDA ITEMS

(12-413) Introduction of Ordinance Approving a 20-Lease with an Option for a 5-Year Extension Between the City of Alameda and Greenway Golf Associates, Inc., for Premises Located at the Chuck Corica Golf Complex. Introduced.

The Assistant City Manager gave a presentation.

In response to Mayor Gilmore's inquiry regarding the proforma, the Assistant City

Manager provided handouts and reviewed the proforma.

Mayor Gilmore inquired whether the Golf fund has insufficient funds and would need transfers from the General Fund.

The Assistant City Manager reviewed the forecast and two projected scenarios; responded the General Fund would advance funds, which the Golf Fund would pay back.

The City Manager clarified the most the General Fund would lend at one time would be \$440,000, which would be paid back; stated one scenario is based on Greenway Golf's projections and the other is based on the Contract; both peak at \$440,000 borrowed at year four.

Mayor Gilmore stated that she has a problem with the General Fund loaning money to Golf because the City has been trying to move things out of the General Fund to relieve pressure; that she has a hard time prioritizing Golf over other needs; the City does not have money in the General Fund to pay for equipment needs for certain departments, like Public Works.

The City Manager stated the \$440,000 would not take away the current money available in the General Fund; the proposal is to advance the money from the General Fund reserve or the Recreation and Park [Athletic Trust Fund] reserve; ideally, staff recommends the money come from the General Fund reserve, which is 4% over the 20% reserve target; the Recreation and Park Fund reserve would be left with almost nothing; another option would be a bank loan; however, interest would be charged.

The Assistant City Manager stated the City's budget is over \$70 million; the amount [\$440,000] is relatively small compared to the overall General Fund and would come out of the reserve, which would not affect departmental operations; Greenway Golf is confident in its numbers; the drop occurs in the first three years after which the City would be paid back and make money.

Councilmember Tam stated that she is more concerned after the explanation; the Council struggled to cut \$5 million in the last two budgets; \$440,000 could be used, for example, to pay for fire department vehicles instead; tradeoffs should be considered.

Councilmember Johnson stated she agrees with the concern; inquired about the Golf Fund balance.

The Assistant City Manager responded the number bounces up and down and changes based on the season and rain; noted the City has to pay expenses associated with the Lease and needs to figure out the way to pay for said expenses.

Councilmember Johnson stated the Golf Reserve Fund, but nothing more, should be used; the City should only commit to whatever is in the Golf Fund.

The Assistant City Manager stated the amount in the Fund would go below \$1 million; the City has to pay [Greenway] \$1 million; expenses have to be paid out of that \$1 million, which cannot be put into an escrow account; the amount would be reimbursed.

The City Manager stated the City has \$1 million today, which could be put into an escrow account; however, course renovation will lower play; projections are conservative; staff thought the \$1 million should be held back until the new Lessee puts up money; the City is would pay later instead of putting the money up now.

Councilmember Johnson inquired why the City has a \$110,000 loss; questioned whether the loss would be the tenant's loss.

The Assistant City Manager responded the City is retaining certain charges, such as \$130,000 debt service on the driving range; stated the debt was incurred in 2002 and refinanced in 2008; staff did not feel the operator should take on the cost because costs would be incurred to update the driving range; the City is also paying an urban runoff fee, which brings the amount to \$210,000; Greenway is paying the City \$100,000 for lease, inventory and equipment each year causing a negative balance of \$110,000 for the City each year for the first four years.

Councilmember Johnson inquired how the \$110,000 affects the City, to which the Assistant City Manager responded the amount is coming out of the Golf Fund.

Councilmember Johnson's inquired whether whatever is left over after the \$110,000 is taken would be part of the \$1 million.

The Assistant City Manager responded in the affirmative; stated the City still has to come up with funds to reach \$1 million.

Councilmember Johnson stated the [\$110,000 annually] should be part of the \$1 million.

The City Manager stated the Request for Proposals (RFP) represented that the City would contribute \$1 million toward capital improvements of the Course.

Councilmember Johnson stated the City should just give the operator \$1 million; the City is going to give \$1 million, plus maybe \$110,000 every year.

The City Manager stated the City would not give the \$1 million until year three; the fund would have \$330,000 less than \$1 million because \$110,000 is being spent annually.

Councilmember Johnson stated that she is proposing that the City should give Greenway the balance left at said time; the City would be making up the \$330,000 difference to still come up with \$1 million.

The City Manager clarified that the City would have to come up with the \$330,000

difference spent for debt service [and runoff] at the end of the first three years.

The Assistant City Manager stated there will no longer be \$1 million in the Golf Fund at year three so the City needs to come up with said money from somewhere.

Councilmember Johnson questioned why the City does not just give Greenway \$670,000, and why the City is giving more than \$1million.

Mayor Gilmore stated that the \$330,000 is not going to Greenway.

Councilmember Johnson stated the purpose of the Lease is to have the City not continue to fund Golf course operations.

The City Manager stated the City is not funding operations, but is funding the driving range capital improvement debt service and urban runoff fee; the City cannot escape said expenses or impose the expenses on the operator.

Councilmember Johnson stated that she thought Greenway would take on the Golf Course and get a 20 year lease with a five year option to renew, which includes taking on Golf Course liabilities.

Councilmember Tam stated \$1 million is not being paid up front, but she is still concerned about the future; there were long discussions during Measure C debates regarding depreciation and ensuring sufficient vehicle funding; making the budget choice to have \$440,000 come from the General Fund would be hard; the Auditor has indicated there is not enough in the reserves to meet obligations.

The City Manager stated the amount would come out of reserves; staff would never suggest having the reserve go under 20%; the money would be advanced to meet the contractual obligation and the reserve would be paid back.

Councilmember Johnson stated funds should not be taken out of the General Fund reserve to subsidize the Golf Course lease; the City's obligation for funding for the Golf Course should be over when the Lease is signed.

Mayor Gilmore requested information on the Athletic Trust Fund.

The Assistant City Manager stated that she does not have all the information at this time; the Athletic Trust Fund is for programs that are cost covering; the Fund does not have a lot of money and is being used for staff costs to reduce the Department's reliance on the General Fund.

Councilmember Tam inquired whether reliance on the Athletic Trust Fund has been increased.

The Assistant City Manager responded in the affirmative; stated the City has made a

promise through the RFP and negotiations with the operator to come up with \$1 million; staff could combine various funds to develop a funding source that would be paid back; the funding sources could be paid back very quickly depending on what Greenway can do with the Golf Course; staff has great faith that Greenway will make money and pay back the funds.

Mayor Gilmore stated that she has a problem with money coming out of the General Fund and has less of a problem using Recreation funds to pay for golf; expressed concern that the Athletic Trust Fund might not be able to pay the entire amount.

The Assistant City Manager stated she would review the Athletic Trust Fund and look into the possibility of using a combination of funds.

The City Manager noted the City has three years to decide and can look into: 1) other funds, like the Athletic Trust Fund, 2) borrowing the balance, or 3) negotiating something else, like further revenue concessions; stated staff thought using the General Fund reserve was the most prudent approach because interest would not have to be paid and the [20%] reserve would be maintained.

Councilmember Johnson inquired why the City should pay the urban runoff fee.

The City Manager responded the Golf Course remains the City's asset; stated Greenway is making improvements to the asset; the Golf Course is an urban runoff asset; the urban runoff is going onto the property; Greenway would build a new driving range and should not have to pay the debt service from the driving range the City built; the most the advance would be is \$440,000; the [Greenway] improvements would have cost the City about \$6 million; that he understands the Council does not want to use General Fund reserves; staff could make suggestions on advancing the money from another source at a later point.

Mayor Gilmore stated staff has done an excellent job coming up with the Lease, which is complex and was negotiated in a relatively short period of time; the source of [advancing] funds is concerning; that she would be okay with moving forward on the Lease with the understanding that another source of funds would be used.

The City Manager stated staff is comfortable and could do so.

The Assistant City Manager stated approval tonight would not lock in any particular funding source; Council would just be saying the Lease is good and the City will put forth \$1 million estimated to be due in the third year; the timing may or may not be in the third year depending on how quickly Greenway completes Phase 1 renovations; staff would come up with options and find another source before any decisions are made on the \$440,000.

The City Manager stated the Lease does not commit to the source of the \$1 million.

Mayor Gilmore stated part of the reason she is having so much difficulty over the source of funding is because there was a long, heated discussion over the budget, how the City would close the gap, and whether General Fund monies would be used to close that gap rather than cutting City services; the proposal would use General Fund reserves to pay for recreation, which is not in the same category as other City services; that she has trouble using the General Fund for golf if the Council has so much trouble using General Fund reserves to close a budget gap.

Councilmember Tam stated the City is going to have to rely on reserves more without the flexibility that would have been provided for by Measure C.

Councilmember deHaan stated the RFP indicated \$1 million would be provided at the onset; negotiations changed the \$1 million to as needed; that he cannot argue with the City paying for driving range debt and urban runoff fee; the City still holds the obligation for the urban runoff; noted the animal shelter was privatized and the City still pays \$300,000 every year.

Councilmember Johnson suggested the urban runoff be pro-rated; the City would pay \$80,000 every year and the operator would not pay anything; some amount must be attributable to the Golf Course; the City is also paying \$130,000 for the driving range debt service; a 20 to 25 year Lease is buying an asset; generally, liabilities are taken over when an asset is bought; the City is left with a lot of liability for the Golf Course.

The City Manager noted no principle would remain after 10 years; stated the debt would be paid off.

Vice Mayor Bonta inquired whether the repair and rehabilitation of the driving range, drainage, and irrigation would qualify for prevailing wage in light of the City's prevailing wage ordinance; further inquired whether prevailing wage would be paid.

The City Attorney responded Greenway would be operating the Golf Course with its own employees; there is no obligation to have Greenway's employees be paid prevailing wages; Greenway has indicated work would be done using its employees, so the requirement to pay prevailing wages would not be triggered; prevailing wages come up in the context of public construction projects; Phase 1 improvements, including the Mif Albright and driving range, are in the maintenance category and can be done with internal employees; Phase 2 might be different; analysis and planning would be brought to Council; going out to bid on an at least \$100,000 public facility project would trigger prevailing wages.

Vice Mayor Bonta inquired whether prevailing wage would be required if the project went out to bid.

The City Attorney responded prevailing wages would need to be paid if staff does not do the improvements.

In response to Vice Mayor Bonta's inquiry about the prevailing wage effective date, the City Attorney stated the ordinance does not go into effect until August 2<sup>nd</sup>.

Councilmember Johnson suggested adding language about school golf team activities; stated that she does not think the maintenance requirements are strong enough and did not see time requirements; inquired what are the initial requirements for bringing the Golf Course up to a certain standard.

David Sams, Golf Consultant, responded the maintenance standards are vague; stated specific tasks and frequencies could be added.

Councilmember Johnson inquired whether there are requirements to: 1) bring the Golf Course in general up to a certain condition in a certain amount of time, and 2) maintaining said condition; stated Greenway promoted lower use of herbicides, pesticides and pest control; however, the Lease requires use of herbicides and pesticides and pests control; there seems to be a conflict between what Greenway promotes and the Lease.

Mr. Sams responded the maintenance standard would have to begin after construction is finished; stated keep the course up to championship quality before construction is fully completed would be difficult.

Councilmember Johnson inquired whether the Lease describes: 1) the period of time when the overall Golf Course must be brought up to a certain level and 2) the requirement to maintain said level.

The City Attorney responded Exhibits C and D may help with the explanation; stated Exhibit C Phase 1 repairs and rehabilitation outlines work to be done and states that work on the driving range and the Mif will be completed by July 2013; Exhibit D covers drainage and irrigation issues which is the rest of the Golf Course, including tees, greens and sand traps; timeframes are scattered throughout Exhibit D.

Councilmember Johnson questioned whether the Lease indicates the Golf Course has to be brought up to a certain level and maintained at that level.

The City Manager read part of Exhibit D and confirmed the Lease calls for a high quality facility and playing experience.

Councilmember Johnson suggested separating major construction from general improvements since the timelines are two to three years; stated certain activities are enhanced maintenance rather than major construction and could be completed in sooner than three years.

The City Attorney stated the milestones hold the operator responsible for completing the work, allows development of a plan, provides time for the public to comment on the plan, and lets the City complete the appropriate environmental review.

The City Manager noted staff promoted the concept of starting with the driving range and the Mif; stated the Lease requires that construction begins two years from the commencement date so major improvements are completed on the front end; the schedule is very aggressive; both courses might not necessarily close.

Councilmember Johnson inquired about the plans for the North Course in the first year or so.

Mr. Kelly responded discussions have involved converting the fairway surfaces of the North Course; stated the process would not be difficult; a machine would be brought in to plant the grass within six months; disruption would be minimal to the playing surface; there would be significant coverage within eight weeks; the grass requires minimal maintenance compared to other grasses; the driving range is a bigger project than originally anticipated; the intent is to work on the driving range and the Mif as soon as possible; Greenway wants to show golfers it is making a difference on the Golf Course.

Councilmember Johnson requested an explanation of the Lease provisions relating to pest and rodent control, fertilizers and herbicides.

The Assistant City Manager stated a lot of the provisions state how and when fertilizers and herbicides would be use but do not require that the chemicals absolutely have to be used; one reason Council was in favor of Greenway was because of the green approach to dramatically reduce the use of pesticides and herbicides on the Course.

Councilmember Johnson stated the Lease needs to be reviewed carefully to ensure that Greenway would not be required to use chemicals unnecessarily; suggested the Lease be revised to eliminate language that would require Greenway to use chemicals.

The City Manager suggested that Council authorize the City Attorney to discuss provisions with Greenway and change language from "as required" to "only if necessary."

Mr. Kelly concurred with the suggestion.

Councilmember Johnson also inquired whether maintenance and capital spending would be capped, to which the City Attorney responded in the negative.

The Assistant City Manager stated page six of the Lease regarding capital improvement payments has a capital improvement fund maximum; Greenway would pay into the fund until the maximum is reached; then, money would be spent and contributions would start again; the 3% provision would keep the money from being banked and not spent on necessary capital improvements.

In response to Councilmember Johnson's inquiry regarding the 3% preovision, the Assistant City Manager stated Greenway would be required to contribute 3%.



Councilmember Johnson inquired whether the provision would limit or cap Greenway's maintenance and capital improvement spending.

The City Manager responded Greenway's obligations outlined in the Exhibits would not be paid out of the capital improvement funds; stated Greenway would contribute to the capital improvement fund every year after renovations are complete so there would a pot of money; money would be put aside upfront so money to fix things would be available in the future.

The Assistant City Manager stated there are two funds; one is a tenant improvement fund for Greenway's \$1 million; Greenway has already deposited \$250,000 and would deposit \$750,000 more; the City would also put in \$1 million for big ticket items and renovations; Greenway would put in about \$5 million in additional funds for a total of about \$6.7 million.

Councilmember Johnson inquired whether the standards for maintaining the Golf Course would require Greenway to come up with money to meet the maintenance standards even if the maintenance and capital improvement fund is insufficient.

The City Manager responded Greenway has to maintain the Course; stated maintenance expenses would not be paid out of the capital improvement fund.

Councilmember Johnson inquired whether the standards would be high enough to require Greenway to put in extra money to complete necessary improvements.

Mr. Sams responded 3% is typical in the industry; stated funds would be sufficient to meet standards; a decision would have to be made about funding if something unpredicted occurs; Greenway would be contributing about \$150,000 into the fund.

Councilmember Johnson stated there should not be any question about funding; funds should come from the operator; the City should not be liable.

The City Attorney read the Lease provision clarifying that the tenant [Greenway] shall at its sole cost, maintain the premises in good order and condition after Phase 1 and 2.

Councilmember Johnson inquired whether the tenant would have to come up with the money, to which the City Attorney responded in the affirmative.

Mayor Gilmore stated the City can terminate the Contract after four years if Greenway has not resolved drainage and irrigation issues to the satisfaction of the City; inquired how "satisfaction of the City" would be defined and about the thought process behind the requirement.

Mr. Sams responded Greenway proposes to have wall to wall cart paths on both courses; stated no golf course would drain properly in the event of 100 year rain; typical

rain for Alameda is 24" per year; players would be able to leave the cart paths within two days of typical rain.

Mayor Gilmore stated the requirement is important because drainage is a consistent complaint; standards should be included to define satisfaction.

Mr. Kelly stated fixing the drainage is relative and difficult to define; questioned what the standard would be in the event of an El Niño Year; stated players would be able to go off the cart paths within two to three days of heavy rain in a standard year.

Mayor Gilmore stated that she is excluding extreme conditions, such as El Niño years; the standard in a typical year should be defined; better drainage is wanted for average rainfall years.

Mr. Kelly stated that he would talk to his partners; he believes Greenway would agree to an amendment to define normal year standards.

Mayor Gilmore stated the language currently reads "to the satisfaction of the City" and does not exclude El Niño years.

The City Attorney inquired what section of the Lease is being discussed, to which Mayor Gilmore responded the termination clause.

Councilmember Tam read Section 7.4.

The City Manager stated the language in the actual Lease reads "reasonable satisfaction of the City" to allow flexibility; setting a standard is difficult.

Councilmember Tam stated reasonableness should be defined so the City is not viewed as arbitrary and capricious; the language would not have to be specific.

Mayor Gilmore stated that she is happy to let the City Attorney and Greenway resolve the matter.

Mr. Kelly stated neglecting drainage after making major improvements and spending a considerable amount of money would not be smart; the City should have some comfort that Greenway intends to fix the drainage

Urged Council to approve the lease and allow the City Attorney to negotiate revisions on the items discussed: Jane Sullwold, Alameda.

Councilmember deHaan moved introduction of the ordinance with amendments to the Lease.

Councilmember Johnson inquired whether there is a provision covering liability in case revenues are lower and expenses are higher than projections.

The City Manager responded Greenway would be responsible.

The Assistant City Manager stated minimum rent is guaranteed regardless of Greenway meeting projections.

In response to Councilmember Johnson's inquiry regarding finance amendments, Mayor Gilmore stated the Council has been clear that various language changes would be delegated to the City Attorney.

The City Manager outlined the four changes: 1) change high school to school use; 2) staff would return to the City Council regarding the source of any difference between the Golf Fund balance and the \$1 million that the City is obligated to pay at the time the City is obligation to pay.

Councilmember Johnson suggested language be added that indicates General Fund reserves would not be used.

Councilmember Tam concurred with Councilmember Johnson; stated any advances should be General Fund alternatives.

Mayor Gilmore stated staff should be instructed to find monies other than the General Fund; however, direction should not be enshrined until the time comes.

The City Manager stated staff would not bring forward anything where money would come out of the City's current expenses or revenues; suggested that Council not restrict staff from using General Fund reserves until the decision arises.

Mayor Gilmore stated that she would like to see alternative sources come back a little before the decision has to be made so Council would not be rushed by the deadline.

The City Manager proposed that staff would come back and present alternative sources to the Council as part of the two year budget covering 2013 to 2015.

Councilmember Tam inquired whether the amount would not be part of any shortfall.

The City Manager responded in the affirmative; stated funds would not come out of General Fund operations.

The Assistant City Manager concurred with the City Manager; stated the amount should be addressed at the beginning of the two year budget rather than coming back as a midterm adjustment.

Mayor Gilmore stated the majority of the Council is against using the General Fund; staff would be obligated to not use the General Fund even though Council is not explicitly tying staff's hands at this time.

The City Manager continued to outline the changes: 3) delegating the City Attorney to review the language of the Lease with Greenway to ensure there are no mandates to use pesticides on the Course and that pesticides be used only as a last resort to maintain the Course; and 4) the City Attorney is to further elaborate upon the language to measure drainage for having the Course ready to be used again in a prompt manner after standard rainfall; stated the City Attorney would work with Greenway to elaborate on the standard.

Councilmember Johnson inquired whether an amount would be assessed for real property taxes.

The Assistant City Manager responded Greenway would pay possessory interest tax; stated Greenway would be responsible for discussing the matter with the County.

Councilmember Johnson inquired whether language should be changed, to which the City Attorney responded possessory interest is viewed as real property taxes.

The Assistant City Manager stated the language is clear; Greenway is aware that it would need to pay the taxes; the City would not be responsible.

Councilmember deHaan amended his motion to accept the changes outlined [by the City Manager].

Councilmember Johnson seconded the motion.

Under discussion, Vice Mayor Bonta inquired whether work would be subject to the prevailing wage ordinance if Greenway subcontracts or contracts out drainage or irrigation construction.

The City Attorney responded in the affirmative; stated Greenway would be required to follow the prevailing wage ordinance if work is contracted out.

Vice Major Bonta read from the prevailing wage ordinance; inquired whether the Lease would trigger the prevailing wage ordinance because the \$1 million used to pay for the work would be from public funds and the drainage and irrigation construction work could be considered a public work.

The City Attorney responded adding the requirement would be a stretch of the prevailing wage laws; stated the City is entering into a long term Lease partnering with Greenway for Golf Course operation; enforcing the law on an operator's employees is not typical; prevailing wage would only be triggered if Greenway goes to the public market for a separate construction project.

Vice Major Bonta inquired whether the argument would be a stretch and would likely not be successful.

The City Attorney responded a Port of Oakland case was not successful at making tenants pay prevailing wages.

Vice Mayor Bonta inquired whether contracts subject to prevailing wage would be for work subcontracted out, not long term leases, to which the City Attorney responded in the affirmative.

On the call for the question, the motion carried by unanimous voice vote – 5.

#### CITY MANAGER COMMUNICATIONS

None.

#### ORAL COMMUNICATIONS, NON-AGENDA

None.

#### COUNCIL REFERRALS

None.

#### COUNCIL COMMUNICATIONS

(12-414) Consideration of Mayor's Appointment to the Rent Review Advisory Committee.

Mayor Gilmore appointed John G. Hensill to the Rent Review Advisory Committee.

#### ADJOURNMENT

There being no further business, Mayor Gilmore adjourned the meeting at 9:26 p.m.

Respectfully submitted,

Lara Weisiger  
City Clerk

The agenda for this meeting was posted in accordance with the Sunshine Ordinance.

MINUTES OF THE SPECIAL CITY COUNCIL MEETING  
TUESDAY- -JULY 24, 2012- -6:00 P.M.

Mayor Gilmore convened the meeting at 6:00 p.m.

Roll Call – Present: Councilmembers Bonta, deHaan, Johnson, Tam, and Mayor Gilmore – 5.

[Note: Councilmember Johnson arrived at 6:03 p.m. and Vice Mayor Bonta arrived at 6:15 p.m.]

Absent: None.

The meeting was adjourned to Closed Session to consider:

(12-407) Conference with Legal Counsel – Anticipated Litigation (Pursuant to subdivision (c) of Section 54956.9); Number of Cases: One

(12-408) Public Employee Performance Evaluation (54957); Title and name: City Attorney Janet Kern

(12-409) Conference with Labor Negotiators (54957.6); Agency Negotiators: Councilmembers deHaan and Johnson; Unrepresented Employee: City Clerk; Anticipated Issues: All (Wages, Hours, Benefits, and Working Conditions)

Following the Closed session, the meeting was reconvened and Mayor Gilmore announced that regarding Anticipated Litigation, Council gave direction to staff; and regarding Labor, Council gave direction to staff.

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Mayor Gilmore called a recess to hold the regular meeting at 7:11 p.m. and reconvened the meeting at 9:31 p.m.

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Following the closed session, the meeting was reconvened and Mayor Gilmore announced regarding the Performance Evaluation, reviewed the City Attorney's goals and objectives.

Adjournment

There being no further business, Mayor Gilmore adjourned the meeting at 10:32 p.m.

Respectfully submitted,

Lara Weisiger  
City Clerk

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