

**SPECIAL COMMITTEE ON RIVERFRONT ACTIVITIES  
AND BASEBALL**

**March 14, 2005**

**5:15 PM**

Chairman Lopez called the meeting to order.

The Clerk called the roll.

Present: Aldermen Lopez, Gatsas, Guinta, DeVries, Smith

Messrs.: F. Thomas, R. Brooks, K. Clougherty, S. Smith, R. Duval, T. Clark,  
R. MacKenzie, R. Sherman

Chairman Lopez addressed Item 3 of the agenda:

**Stadium Status Reports.**

Frank Thomas, Public Works Director, stated included in the agenda was the standard stadium invoices by vendor, listing of expenses by requisition and also included was the overall project budget. We have a positive balance as noted of about \$6,329 and the back up that goes along with that. Also I included a summary of costs on the Gill Stadium project. That project is closed out at least with Harvey Construction. There are a couple of minor issues that we are still talking to the team about but what I tried to do is give you a complete summary of costs, overall project costs for Gill Stadium and also a breakdown of the costs for the \$850,000 of additional City work. Also included in the agenda is what is noted as change order #2. Change order #2 summarizes both change order #1 and change order #2. The total of change orders that have been authorized to date total \$775,996. As you know, there was a procedure set-up for these change orders where the team, Mr. Webber, would be covering these costs directly. Included is a general contractor's release of liens, which again was part of the procedure that was established by this Committee to address change orders that are being paid directly by the team. Also to end up there are two written status reports, one by Mike Castagna, who is our representative on the job and another status report that has been put together by Parsons-Brinckerhoff. Based on that I will try to answer any questions and if I can't answer them we have Mr. Brooks from Parsons-Brinckerhoff who can answer any questions regarding construction, budgets and whatnot.

Chairman Lopez stated if you go to Mike's report there is a report in there from the Fisher Cats. The bottom line says the total cost to date (2/28/05) is \$17,094,067. Are you verifying those numbers?

Mr. Thomas responded that is correct. As noted, we have the \$19 million, which is the GMP that has been established and approved by this Committee. Right below that are the change orders that I just referred to, the \$775,000 and we have been tracking all of the costs...actually my costs are probably a little bit more up-to-date than the cost noted on that sheet of February 28. So if you took a look at my stadium invoices by vendor report you will see the actual payments that the City has made to Payton Construction is \$12.5 million and not what is shown on that sheet.

Alderman Smith stated on Gill Stadium Contract Construction Costs, you have a special note stating we may have to reimburse the balance to the Fisher Cats for repairs to the sound system at Gill Stadium. What is the status of that?

Mr. Thomas responded I wish you didn't bring that up because Shawn Smith hasn't been after me for that but I am sure he will be in the near future. We allocated...those funds have been set aside. The mixer board had to be replaced during the season and as such we have reserved that money out of the \$850,000.

Alderman Smith asked in regards to Gill Stadium so we can put it to bed I noticed there are a few things that haven't been done like the trailers and so forth. I guess we are perfectly satisfied now that we have taken it over 100% and there won't be any other deletions or additions to Gill Stadium?

Mr. Thomas answered there are a couple of minor issues that still need to be addressed and we are working through Jim Anderson from Parsons-Brinckerhoff. We have to cap off the electric service that was run out for the revolving signs. There is some green plywood on the fences in the outfield and we have to remove those and take that off because it is acting as a sail and damaging the fence. There were some parts that were missing off of the bleachers when the bleachers were put together by the team. Parks & Recreation now has prices for all of those items and as I mentioned we have been discussing that and I would expect resolution. So those are the only outstanding issues that we have.

Alderman Gatsas asked Frank did you get some sort of guarantee or letter of guarantee from Harvey regarding the turf.

Mr. Thomas answered yes I did. I do have that on file and I will be furnishing a copy of that to the Parks Department. Tom Clark had to review it and actually recommended a modification where Harvey Construction is assuming the turf

warranty for the same limits as was given the City by SRI. The modification that was made to the document was a place for me to sign representing the City so we have both Harvey's signature and my signature on it accepting it.

Alderman Gatsas asked is there any way this Committee can get a copy of that.

Mr. Thomas answered certainly.

Alderman Gatsas asked who authorized approval of the contract.

Mr. Thomas responded it is not contract. Do you mean the agreement? It was reviewed by the City Solicitor's Office and found acceptable. It was basically just an assignment of the SRI warranty.

Alderman Gatsas asked is there a reason why it wouldn't have been brought before this Committee for review.

Mr. Thomas answered no other than the fact that we have Harvey Construction assuming the same warranty that was being given by SRI and I don't believe that the SRI warranty had come to this Committee before the award to that vendor was made.

Chairman Lopez stated we did say that we wanted to get someone to guarantee and you have that in your possession and you worked that out with the Solicitor correct.

Mr. Thomas replied that is correct.

Alderman Guinta asked so Frank essentially the projected stadium budget includes the second change order meaning we are essentially on budget here.

Mr. Thomas answered the stadium budget projection that I put together that is dated March 14, 2005 does not include the change orders. If you remember correctly, the agreement was presented through Bob Brooks on behalf of the team where Mr. Weber would assume the cost of all change orders – all costs over the \$19 million. This Committee then instructed us to develop a procedure on how we would be notified that in fact change orders were being paid and the concern that was raised was to verify that we would be copied with lien waivers dealing with paying vendors, etc. for these change orders and we do have that information. So, change orders to not appear on my budget summary report.

Alderman Guinta asked so the project itself...you are saying that there is no additional cost to the City but the project itself is over the \$19 million.

Mr. Thomas responded that is correct. It is over by the \$775,000 in that change order...

Alderman Guinta interjected plus whatever was in the first one.

Mr. Thomas stated well those are the two change orders together totaling \$775,000 then on top of that if you remember Mr. Weber escrowed an additional I believe \$244,000 to cover engineering costs over and above which do not go on my budget projection and also the team agreed to cover the easement, the Public Service easement cost over and above again the budget that is shown on my sheet. So there are these additional costs that are being covered directly by Mr. Weber and the team.

Alderman Guinta asked where does the easement cost show up. I saw the \$244,000...

Mr. Thomas interjected on the second page of the attachment to my stadium budget projections there is an attachment to that and on the bottom of that page I had PSNH...

Alderman Guinta interjected \$341,600.

Mr. Thomas stated yes. That was just my guess at what the team's share of those agreements costs would be. Again, that is a cost that is being borne directly by the team.

Alderman Guinta asked and the roadway constructed by Payton did that cost increase or is this the same number we were looking at last time.

Mr. Thomas answered the cost of the roadway is different. What was budgeted in the \$19 million GMP I believe was \$350,000. Additional costs may be...

Alderman Guinta interjected is it the \$178,000. So the \$350,000 is paid out of the bond.

Mr. Thomas replied yes out of the bond.

Alderman Guinta stated so for the roadway...if I am just trying to get at total picture of how much the project itself is over I would add \$178,000 for the roadway.

Bob Brooks responded that doesn't included all of the additional costs for the contaminated soil that was removed.

Alderman Guinta asked which is being borne by Drew Weber.

Mr. Brooks answered yes.

Alderman Guinta asked that is over \$250,000 right.

Mr. Thomas answered yes. I think the easiest way to summarize is the extra costs for the roadway, etc. are included in this change order also. So if you want to try to add up the additional costs to Mr. Weber you are looking at the \$775,000, the \$244,000 that has been escrowed and then whatever those Public Service fees for relocation costs are, which are estimated at around \$340,000 on my part. If you add those three numbers together that would be the additional that Mr. Weber is covering over and above.

Alderman Guinta stated I just have one final question for Tom Clark. Are we adhering to all aspects of the contract?

Solicitor Thomas Clark asked I assume you are talking about the legalities and not the technical stuff.

Alderman Guinta responded yes.

Solicitor Clark replied to my knowledge yes.

Alderman Smith asked, Frank, dated 3/31/2004 Exhibit C Payton Construction on the change order #2 it says in the contract anything over \$350,000 the owner will then seek reimbursement from the appropriate parties. I don't know what the story is going to be with Drew Weber but I hate to see the other developers not pitch in for the cost of the roadway and other utilities. That is a question that I have here and it says the owners will seek reimbursement. I don't know...

Mr. Brooks responded the invoices have been sent to the adjoining developers for their shared cost. As you will recall there was an agreement amongst the developers in regard to the shared cost of the roadway that was actually negotiated here at City Hall and there is an additional agreement on the shared PSNH cost.

Alderman Smith asked so there will be no problem as far as baseball is concerned for absorbing this. The other developers will pay their share for coming from the baseball property into their property is that correct?

Mr. Brooks answered there is also an easement in place for the outside wall, for example, with the Roedel's on the hotel property. So to answer your question yes there are additional easement agreements in place.

Alderman DeVries stated I would like to be a little forward thinking since the new stadium is almost on line. How are we going to handle maintenance on the facility? Are you working something out with the baseball team?

Mr. Thomas responded the agreement calls for the team to be fully responsible for the operation and maintenance of the facility so even though the stadium is in name of the City, for all intents and purposes for the next 25 years it is going to be the Fisher Cat's stadium and they are going to be responsible for operations, maintenance, insurance, etc.

Alderman DeVries asked so how will your Facilities Division know that the proper maintenance has been adhered to and we don't void any warranties or...is there a schedule set up where some paperwork is exchanged so that we know that routine maintenance has occurred or will you be developing something of that sort.

Mr. Thomas answered we will probably be developing something. We don't have that right now. I think it is a good point that you are raising.

Alderman DeVries stated as I said I am forward thinking here.

Mr. Thomas responded you are and I respect that. Quite frankly we were looking at it as it was going to be their headache for the next 25 years but it is still a City facility and we want to make sure that this facility will be in an acceptable condition 25 years from now when we take it over so the point you are raising is a good point and it will be an issue that does get addressed.

Kevin Clougherty, Finance Officer, stated I was just going to add that it is my understanding that that has to be done in accordance with league rules and you may recall when the president of the league was here he went into quite a bit of detail about the monitoring they do of the facilities to make sure that...and the finance so there are no deferrals and the facility is in fact going to be able to generate what has been promised so I think the league looks at that and the contracts will be done in accordance with the standards of the league. So that piece is in there too Alderman.

Alderman DeVries stated just to add I think I was more concerned with any warranties that might be in place that specify certain time scheduled to be adhered

to and that we don't void something because it is in the middle of their busy season and not their priority.

Mr. Clougherty responded my understanding is that we have the right to inspect and all of those schedules have been built in.

Chairman Lopez asked Mr. Brooks do you want to add anything or do you disagree with anything that has been said.

Mr. Brooks answered I agree 100%. I know there should be a list of all of the warranties that are provided and we can work with Frank on developing a checklist of those warranties.

Alderman DeVries stated I would appreciate that.

Chairman Lopez asked Mr. Smith, did you want to say something.

Shawn Smith, NH Fisher Cats, stated we actually have an internal control system where we keep up-to-date on our maintenance for all of the different categories on a weekly basis once we open a facility. So at any time if the Committee wants to see what has gone on quarterly or weekly we will be more than happy to provide all of that information.

Chairman Lopez stated while you are up there, Mr. Smith, why don't you give your commercial about what is going on down there so we can get you out of the way and you can go down there and finish it.

Mr. Smith stated just to expand and Frank if you have a set format that you want us to work within with the City's procedures and certain forms you want to do that will save us the work of having to do it twice.

Mr. Thomas responded we can sit down and discuss that because again our Facilities Division will periodically want to just review what you are doing but it sounds like you have a very thorough procedure that will be in place so we will work with you.

Mr. Smith stated operationally, things are going very well right now. Our ticket sales numbers are over 120,000 at this point where last year we were at about 75,000 and we had a late surge going into opening day. It is hard to think baseball for a lot of fans right now when we just got a foot of snow in most of the state this past week. The advertising sales are going unbelievably well. In fact we are exceeding what we had anticipated to receive at this point and the business community has certainly responded statewide. Not only in the Greater

Manchester area but we are doing very well in the Concord area and starting to come on strong in the Nashua area. Those are the most populated areas that we drew from last year. Our front office staff is now up to 22. Our 23<sup>rd</sup> person joins us tomorrow. Our full-time maintenance staff consisting of grounds crew and facility maintenance is at four and eventually will be up to five to be able to monitor this facility. We will be operating at roughly 150 people working on a nightly basis for the large crowd so we are able to provide a lot of part-time work in the community. Our concessionaire, Center Plate, is taking control of the concessions and we are doing the security working with the Manchester Police Department and also working with the Fire Department on those efforts. We are going to be working with Rockingham Ambulance for our EMT needs and safety needs at the ballpark. We are going to start moving in this Friday night. Those trailers that are still over at Gill Stadium, we are going to be emptying those this weekend so hopefully those will be off site by Monday or Tuesday and we are going to start to transport stuff down to the ballpark. I just had 36 dozen baseball bats arrive today so that is a smack between the eyes as to what is really about to happen here in the next three and a half weeks. The Blue Jays will be coming up for April 1 and our suite sales have been going very well. We have 17 commitments right now and of the remaining 15 spots we have 22 people vying for those but we joke and say whoever comes in with a signed contract and cash in hand will certainly be the people who get those remaining priorities. So things are going very well operationally at this point in time. I don't know if I am happier to get to April 7 or April 8. I will let you guys know.

Alderman DeVries stated I noticed the other evening at the Planning Board meeting that there is a new parking facility that will work in conjunction with the baseball team. Do you have any idea of what timeline you are looking at for that to be on line? It looked like it might be May or June?

Mr. Smith responded that is actually Jan Langer and the Langer property that is doing that. I know they have done some of the work. We have a lease worked out with them for 64 spots for our luxury suite holders. I am not sure what the timeline is in working with Planning on when they will be complete. We have been working with Bill Jabjiniak and also with the Police Department and various members of City staff on a parking plan so the City has been very active in that respect and we are very appreciative of that. There is plenty of parking in the immediate area. We will have some struggles when you have some great events going on at the arena at the same time, be it hockey or football or concerts but that is what this is all about – bringing everybody downtown. We still feel there is plenty of opportunity for people to be able to park. We are still waiting for a number from Tom Lolicata on the estimated spaces. We are going to be putting out a parking map that we will have images of not only on our website but also in the park and handouts to our ticket office. We figure the best way to get through

this is going to be education. At Gill Stadium we had 90 years of history behind us for people to work through the neighborhoods. Here it is going to be a brand-new headache down in Alderman Guinta's ward and we want to be able to help make sure that we ease the transition. The signage that the City is going to do is really going to help the parking plan and traffic flow.

Alderman Smith asked is there any agreement or are you contemplating working with the MTA for a shuttle service to take people from the parking spaces to and from the games. What is the situation?

Mr. Smith responded we have met with Dave Smith a few times from the MTA. They are going to experiment with us on a few occasions, April 7 and April 8 when they are going to be running two shuttles from the Arms Park lot. There are about 250 spaces in that City lot, which is a free lot and since April 7 we have the Brooks & Dunn concert that is a perfect opportunity to test the parking capacity and April 8 the Manchester Wolves open so our first two games will be a nice challenge. The remaining six games are day games. Three before the kids are out of school and three after they are out of school. Those are 11 AM games where the business parking will primarily take up the downtown spaces. We have worked with Bill Jabjiniak and Tom Lolicata and we have identified, pending approval, a location for buses to park when we bring the children in from the schools and also for the day camps. We are not too concerned about the day game parking for the 11 AM games and we are going to have to continue to work with Dave Smith who will then work in conjunction with the City to kind of keep their finger on the pulse of the parking issues. So we put together a little experiment to see how it is going to balance out.

Alderman Gatsas asked are we on schedule for a completion date of April 1.

Mr. Smith answered correct.

Alderman Gatsas stated let me get an answer...I know that you are hoping for April 1.

Mr. Brooks responded if Mother Nature is agreeable and we have some nice weather to melt that snow. Obviously when you go up there there is snow around the exterior of the ballpark and that is hampering our efforts to finish up around the exterior of the ballpark. Everything is on schedule unless we have a major snowstorm the first week in April and then we will have to take a look at what that all means.

Alderman Gatsas asked so at this point we are not predicting any use of Gill Stadium.

Mr. Brooks answered no.

Alderman DeVries asked are there any hazards on the site that will need to be secured – grounds work or landscaping that needs to be taped off that won't be ready for opening day. Obviously the stadium itself will be but there are other construction projects taking place outside the control of Shawn Smith and the baseball team. I was just wondering what sort of efforts we are making to make sure that crowds won't be wondering and getting into trouble on the rest of the site.

Mr. Brooks answered in regards to the baseball site itself, we will certainly have the Building Inspector and the whole department walking the site over that last week to make sure of ADA compliance and everything else to assure that if there are any pieces of equipment that are left on the site they will be enclosed or removed into a secure area so we won't get any fans wondering about. I know we have been talking to the hotel folks about making sure that their site is secure not only for opening day but as construction continues. We are concerned about dust for example while the construction activity goes on in late spring and summer. There are discussions. There have been discussions and certainly in regards to the ballpark we are going to make sure that it is a great positive fan experience and we are going to clear everything out of the way.

Mr. Smith stated I have something to add to that. Our kids area, the 1,900 square foot kids section off to the first base side, we will not open...not because of the construction delays because it is very easy to finish that part up but it is an operational decision. We have big inflatable type games that will crack in the cold weather so we are going to keep that shut down until May. So you will see that area not looking like it will in June or July but that is an operational decision we are making and has nothing to do with construction.

Chairman Lopez stated I think everybody is working together and Bill has told me that the staff is working with you so if there are any problems staff will bring it to us and we can call a meeting to make sure that things are working. We will help in any way we can. We want this to be successful as much as you do.

Alderman Gatsas asked Frank can you tell me, Gill Stadium, are there any outstanding invoices.

Mr. Thomas answered no. We are completely closed out with Harvey Construction right now. As I mentioned there are those three small items – the plywood, the electrical service and this and that. I do have an invoice in from the Parks Department for the purchase of some of the parts for the bleachers. Those

we are in the discussion process with the team as we speak. Is that what you are referring to?

Alderman Gatsas responded is there anything that is going to come back that goes to Gill Stadium.

Mr. Thomas replied no.

Alderman Gatsas stated I have some questions for Finance on the invoices from Ropes & Gray.

Chairman Lopez responded we are going to get to that in a minute. I would like to ask the Committee because the City Clerk whispered in my ear that we have an item of new business that we have to take care of so if you will bear with me this has to do with the emergency access easement agreement. Do we have someone up here to explain this? Originally when I thought that we received this we gave permission for Chinburg to go through the backside as an emergency access that the Fire Department wanted but this has to do more with moving the trucks back and forth on the road and I will let you explain it Mr. Duval.

Robert Duval, Engineer, TF Moran stated I am here to explain the easement situation on behalf of Manchester Parkside Place. There are actually two easements that were contemplated going through the former Tyson property. The first one, which this Board has already approved, was a construction access agreement, which was a temporary easement to allow construction vehicles to go back and forth without needing to go down the main road up the front. That is in place and is actually being used. The second one, which actually is the more important one, is in response to a request that was raised by Chief Joe Kane at the outset of this project which allows for emergency vehicles to pass from Sundial Avenue/Biron Street through the former Tyson property to access this development from the south and also allows for emergency vehicles to access across the Parkside property into the Tyson property from the north. So that is the purpose of what is being asked for tonight.

Chairman Lopez asked would the City Solicitor like to add anything. Have you reviewed it?

Solicitor Clark answered we have reviewed the legalities of it. Peter Roache, the attorney for Mr. Chinburg, had originally drafted an easement and sent it to me. What I had done was I got the City staff together – Planning and Building and we reviewed it and made some comments to him and this is his final version where the easement is required by the Planning Board in the subdivision process. It was

a condition of the subdivision approval and that is why he is here now so he can get a subdivision plan signed.

Alderman Gatsas asked Tom in your professional opinion when easements like this are granted what is the monetary value.

Solicitor Clark answered it ranges from zero to maybe a couple hundred or a thousand dollars. This is not strictly an easement that the City is giving them. They are giving us easements across their property as reciprocal so that the fire trucks can go across their property both ways to get to the stadium and to the other development.

Alderman Gatsas asked are you telling us that without this easement that they won't be able to do the development.

Solicitor Clark answered as I understand it this was a condition placed on the development by the Planning Board. Mr. MacKenzie could address that better than I could.

Robert MacKenzie, Planning Director, stated after input from both the Police and Fire Departments, the Planning Board did as a condition put on it emergency access. There were a number of conditions attached to the site plan. I believe all of them have been addressed with the exception of this final one. They have started doing some site work, which they are allowed to do but prior to getting a signed site plan they will have to provide the emergency access. I would reiterate that this is a cross access so the City would be granting access across JacPac and the Chinburgs would be granting access across their property so that we could both have a southerly emergency access to the baseball stadium and an access to the JacPac property emergency access. Both of those would be across the Chinburg property so it is basically cross easements being granted.

Alderman Gatsas asked so Mr. MacKenzie are you telling me that the \$3.5 million purchase of JacPac...if the City didn't go down that road that the development wouldn't have been able to go forward.

Mr. MacKenzie answered there had been contingencies planned to speak with Tyson. I think there was even preliminary contact with Tyson to see if they would grant the access. Once the City indicated its intent to purchase the property I don't think any of that was pursued.

Alderman Guinta asked what is the expected start date of that development and expected end date.

Mr. Duval asked of the Chinburg development. Well as Bob just pointed out a certain amount of utility work has already started mostly to enable Keyspan to get in and do their remediation work, which is underway. We hope to start in earnest after signature on April 15. April 15 is the tentative start date and the projected duration is about two years.

Alderman Guinta asked is this easement open ended.

Mr. Duval answered yes it is a permanent easement.

Alderman Guinta asked so what happens when the development phase of Tyson begins and again we don't know what we are going to do...for all we know we could be selling the Tyson property or we could be taking bids to develop it. The City is not in a position yet to determine what the highest and best use of that property is nor how to develop it.

Mr. Duval answered I understand and let me call your attention to a couple of paragraphs. One is on paragraph 6A on Page 2, which I think addresses your question.

Alderman Guinta asked so it can be relocated anywhere on the property.

Mr. Duval answered correct. It can be relocated as long as there is a commercially reasonable alternative easement area available, which satisfies the original intent.

Alderman Guinta asked so it can be moved but how does that impact the value...Alderman Gatsas asked about the value of the easement itself but how does that impact the value of the Tyson property.

Mr. Duval answered it really doesn't affect it at all for a couple of reasons. There are existing easements already across the Tyson property.

Alderman Guinta asked what type of easements.

Mr. Duval answered an access easement across the 50' sewer easement and there is also an easement in favor of the railroad that crosses the Tyson property.

Alderman Guinta stated which is already existing.

Mr. Duval responded correct.

Alderman Guinta stated but this is over and above. This is additional. If I am a developer looking at Tyson you are telling me that there is an emergency access easement. Doesn't that...I am not the expert but doesn't that alter the ability to develop or the way you are going to develop that site and isn't that different than the easements that are preexisting?

Mr. Duval replied the point that I am making is this doesn't have to be physically separate from those others. It would logically make sense that if you have existing easements if you can superimpose them one on top of the other...

Alderman Guinta interjected could they be superimposed on the rail easement.

Mr. Duval responded they certainly can and in fact these two are coincident.

Alderman Guinta asked does this identify where the actual easement is located.

Mr. Duval answered yes. The document that you have may not but it refers to a...

Alderman Guinta interjected number 4 right.

Mr. Duval stated it refers to a sketch that was attached to the...

Alderman Guinta interjected we don't have that.

Mr. Duval stated it was attached to the originally temporary construction easement. It is the same easement.

Alderman Guinta asked could you say that again. It is the same easement...

Mr. Duval interjected this sketch was attached to the temporary construction easement that this Board has already seen and approved. It is the same easement. This is just making it permanent – not in location but in effect.

Alderman Guinta stated I don't know if somebody else should be answering this but this Committee asked a number of months ago for a first responder plan. I don't know if anyone has even started working on that yet but I asked for it a few months ago.

Chairman Lopez asked to who.

Alderman Guinta answered I don't know if it was staff but it was asked. That probably hasn't been started yet but if somebody could talk to...I don't know who

would be coordinating that. When I asked for that obviously access to the entire project was the primary reason I was asking for it.

Mr. Jabjiniak stated your two emergency people, Police and Fire, have been part of this discussion with staff.

Alderman Guinta responded I know but I asked for it so the Committee could have it in advance of this request. I think several Committee members anticipated this issue.

Mr. Jabjiniak stated I will be glad to follow-up and come up with some information from our emergency people.

Chairman Lopez stated correct me if I am wrong but I heard Mr. MacKenzie and others say that the Planning Board put this stipulation on it. Is that correct or am I mistaken?

Mr. MacKenzie responded yes. The Planning Board did put it as a condition based upon the concerns by the Police and Fire Departments.

Chairman Lopez stated I just don't understand if the Planning Board is putting this on as a condition that they are going to do this and they do have the authority to put any conditions on and Manchester Housing & Redevelopment Authority has the deed to the property at JacPac and from what I understand from the City Solicitor we are just approving an easement to go across the land for the vehicles to move forward I would like to know what the problem is.

Alderman Gatsas asked who are you asking.

Chairman Lopez answered Alderman Guinta.

Alderman Guinta stated I am not opposing...first of all I will agree with you that yes there was a request put in place by the Planning Board but we have a responsibility to determine or at least question some basic issues and I have some basic issues about value, particularly because when we purchased Tyson this easement was not existing. We didn't even discuss this issue I think in the context of purchasing Tyson. When I had asked for a first responder plan, it was based in part on wanting to know what Police and Fire were going to require for easements so we could properly prepare as a Committee to move this forward. I didn't get the plan yet, which I am somewhat frustrated about but what concerns me going forward is that it is an open ended easement as opposed to just during the construction. So that does impact the potential value of the Tyson property because again we don't know if we are going to sell the property or develop it or

put it out for bid. I would assume that there are some design impacts and development impacts and I would like to be fully versed on it before I take any votes on it. I am not saying it is not necessary or warranted I just want the full facts.

Chairman Lopez stated the way I am reading this is that MHRA can relocate the easement. Do you agree with that?

Alderman Guinta responded yes.

Chairman Lopez stated the other point that I want to bring out to make sure we are all on the same sequence here is the value. Mr. Clark, do you want to repeat that again? I thought you said zero to \$1,000 and we are using it too.

Solicitor Clark responded it could be anything that this Board wants to negotiate it to be. I am not a value expert and I can't tell you what the Assessors will say the value is. I have seen easements of this nature go for zero and I have seen it go for a thousand dollars but I don't know what the value is of this one. I do know that it is a cross easement where they are giving us an easement over their property and we are giving them an easement over ours. They are required to maintain the easement.

Chairman Lopez asked is there a plus value for the City to do this.

Solicitor Clark answered yes. It gets the project underway.

Alderman DeVries stated I am moving us on and we can come back to finish that but I have some concerns with items 6B and C, which is page 2 and 3 of the document that relates to the obligation to maintain the easement. I just want to be sure that I am reading this correctly because it sounds like in item 6B the City is going to be maintaining the easement and that doesn't end. That obligation goes on even after apparently we sell the property but in item 6C it is a contrary statement saying that MHRA I, once it is sold Tyson will no longer be responsible for the cost. Not Tyson, I am sorry but the Chinburg property. I can see that this has been set-up so that Chinburg or somebody will be paying for the cost but it sounds like it has been left where MHRA I shall maintain the easement forever because it doesn't state in there that if we sell the land all together to a developer that their obligations to maintain end in item B.

Solicitor Clark stated the way this is set up is that MHRA I holds title to the property. They would normally be responsible for maintenance on their own property, however, subparagraph B specifically states that so long as the City or MHRA I owns it then Manchester Parkside Place shall be responsible for the

maintenance. Now if the City or MHRA I wants to sell the property or if the City takes the property back and sells it itself then the City would include in the purchase and sales to whoever it sells it to that they be responsible for maintenance. That is the way it is intended to work.

Alderman DeVries asked could you state that last part again for me. If MHRA or the City sells the property...

Solicitor Clark interjected if we take the property back and sell it or if MHRA sells it with approval of the Board then you would require whoever is purchasing the property to assume that obligation.

Alderman DeVries asked so you would say it would require a renegotiation of this easement agreement at the time of sale.

Solicitor Clark answered no. It would require the purchaser of the property to assume the obligation. You don't renegotiate this easement.

Alderman DeVries asked and you believe in item 6B on page 2 that is clearly stated.

Solicitor Clark answered I believe so yes.

Alderman DeVries responded that is fine then.

Alderman Gatsas stated Tom let me read you 6C. Have you read that? Notwithstanding anything else to the contrary, for as long as the Tyson Property is owned by MHRA I or the City of Manchester, New Hampshire, Manchester Parkside shall be responsible for the cost of maintaining the Easement Area on the Tyson Property. What does B say?

Solicitor Clark responded B is a general statement of the law that a property owner generally is responsible for maintenance on its own property but that is specifically altered by subparagraph C. As long as we own it then they are going to be responsible for it regardless of what paragraph B says.

Alderman Gatsas asked so if memory serves me correct we paid \$3.5 million for the Tyson property. \$3 million on the front end and \$500,000 on a deferred payment. We allocated funds for MHRA for maintenance and continued costs so for us to give somebody a lifetime easement for as long as we own the property we are going to pay for the maintenance of that road and you think that is only worth a couple of hundred of bucks to the taxpayer?

Solicitor Clark answered we are not going to pay for the maintenance of the roads. Manchester Parkside Place is going to pay for the maintenance of that easement.

Alderman Gatsas responded it doesn't say that.

Solicitor Clark replied I am telling you that that language says that so long as the Housing Authority or the City maintains ownership then Parkside Place is going to pay for the maintenance.

Alderman Gatsas asked has anybody from staff gotten a professional analysis of what the easement is worth because if this was an outside abutter and they were asking for this easement I think there would be a monetary value assessed to it and I don't think it would be \$100 but I am like you. I am not a professional so I would be looking...if I owned the Tyson property I would have hired a professional to give me an answer on what that easement would be worth.

Alderman O'Neil stated I don't know how we can be talking for prices for an easement that is about public safety. It is about getting a fire truck across it or a police cruiser down. That's it. We are not picking up garbage. We are not plowing it. It is about getting a fire truck to not only protect the Chinburg property but to protect the south side of the baseball property. I don't know how we can even be having a discussion about a price for that and the fact that this is a cross easement and the Chinburg property is allowing the City to cross it to provide public safety services to the baseball stadium from the south. Folks I think you are beating this thing to death. This should be a no-brainer and it should be approved. Thank you.

Alderman Gatsas stated with all due respect to my colleague there is no question that I believe as much in public safety as he does and I don't think that is a flag that any one of us carries by themselves but I think I made the statement awhile ago that I hope the Tyson property purchase wasn't about an easement. Come to fruition, here we are with an easement and I am saying to you that I believe that this easement is worth a dollar value and we should, as protecting the taxpayers because not only do we protect them with safety in this City but we should be protecting the tax dollar, we should be finding out if this has a value and what it is worth. I don't think that is a difficult thing.

Chairman Lopez stated what I would like to do is move on this. The City Solicitor has answered the question that Manchester Parkside shall be responsible for the cost of maintaining the easement and all of the other dialogue that went with this so what are your wishes? This has to be approved by the full Board tomorrow night one way or the other.

Alderman Guinta asked why.

Chairman Lopez stated this Committee has to send it to the full Board. That is the procedure. The full Board has to approve this. We can't approve this.

Alderman Gatsas asked we can't get an answer on what it is worth.

Mr. Duval stated I was party to some negotiations with Tyson before the issue of closing the plant and selling to the City came up and we had a verbal agreement on this issue with the Tyson personnel at the plant for a couple of reasons. One because it existed in fact. The Fire Department was requiring that a connection through the existing gate to the existing access road be maintained at all times so that was being provided in fact at the time and secondly because the City does have a 50' wide easement it just so happens that this 50' easement is off of the paved area but the City could exercise its right to that easement and construct this access road in an inconvenient location if it wanted to. Thirdly, at no time did any question of cost come up in regard to this easement. The Tyson people were prepared to execute the easement but when the issue of a sale to the City came up, that whole issue went onto the back burner because they didn't want to complicate the negotiations with the City by having a third party, Mr. Chinburg, present at the time. I think that speaks well to the value of the easement. They were prepared to do it for nothing and would have done but for this issue of the City buying the property.

Alderman Gatsas asked do you have that in writing.

Mr. Duval answered no I do not.

Chairman Lopez stated I would like to move forward and ask the Committee what their wishes are on this because I think it is a win-win situation. The project moves forward and we can get those condominiums built and everything else down there. The City makes out according to the conversation we just had, especially with the City Solicitor saying that the language is proper. That is what I am going on. What are your wishes?

Alderman DeVries moved to recommend approval of the emergency cross access easement agreement between MHRA I, Inc. and Manchester Parkside Place, LLC to the full Board. Alderman Smith duly seconded the motion.

Chairman Lopez called for a vote. The motion carried with Aldermen Gatsas and Guinta being duly recorded in opposition.

Chairman Lopez addressed Item 4 of the agenda:

Report from Finance Department regarding \$72,640.60 in legal fees that the Committee voted to withhold at their January 10, 2005 meeting pending further information.

Chairman Lopez stated in conversation with Randy Sherman, I didn't think we should take that out of the 2005 budget and I believe it should come out of the revenue that we received from the land so that the 2005 budget is not touched for those fees. I am asking this Committee to recommend to the full Board that \$72,640.60 be taken out of the revenue that we received for the land down there to take care of the necessary legal bills. That would leave us \$72,000 in the 2005 budget to be utilized. I am sure that we can utilize that for snow removal and stuff like that. I ask that Kevin Clougherty or Randy Sherman explain about the other portion of the bill that was originally \$229,113 for legal fees of which \$156,472 was paid leaving the \$72,000 balance but that \$156,472 was paid in the 2004 budget and we have already had an audit on that. I will ask Randy to explain it further.

Randy Sherman, Deputy Finance Officer stated if you have the sheet of the invoices you will see that part of those invoices...actually it is the first four invoices that were paid out of the bond proceeds. That was the point that the City had worked through all of the agreements and actually got to the bond sale and that was really the point that the proceeds of the bonds were responsible for the legal fees. The costs generally after that point were due to all of the discussions that you had with the developers down there and the land sale. Up until June 3, the invoices were all paid out of last year's operating budget. The only two invoices that are to be paid out of the 2005 dollars are the last two on there. We will refresh the Board's memory that that \$72,000 invoice actually reflects a \$70,000 write down by Ropes & Gray. We went back to Ropes & Gray and had them revisit their total bills and they gave the City a \$70,000 write down. So the two bills that are being charged to the 2005 budget are the \$12,000 and the \$72,000. What Alderman Lopez is suggesting is that the \$72,000 be netted against the revenues from the land sale. If you recall Mr. Chinburg still owes the City a portion of his purchase price and we would offset that \$72,000 against those proceeds when they come in.

Alderman Guinta asked how much was the land sale.

Mr. Sherman answered the total land sale was roughly \$1.4 million.

Alderman Guinta asked did we ever get an answer to the question as a percentage of land sale why...am I right here \$207,000 in legal fees. I am not adding the land

and stadium development project so if you take even half of that you are up over \$300,000.

Mr. Sherman answered yes. \$319,000 went to develop all of the agreements and it really was \$226,000 that was incurred after that point. Again we are only paying...

Alderman Guinta interjected I guess my question goes to what is a normal amount or percentage of a deal. I think we were talking about trying to compare it to what we had at the Verizon. I don't know if we got an answer to that yet.

Mr. Sherman responded the total legal cost for the Verizon was over \$600,000.

Alderman Guinta replied I am just talking about the land issue.

Mr. Sherman responded the land issue and again I won't necessarily try to justify all of those costs because I think it kind of got out of hand myself but you in essence renegotiated that deal after it had been negotiated. Originally we were selling that entire parcel to one party and then it was their responsibility to either sell it going forward to other parties if they wanted to do that or turn around and lease it to other parties but ultimately that is not what you did at the end of the day. You ended up selling it to three parties and then you had the entire dispute over the price of that property and what that was going to get sold for, which complicated it even further but it was a matter of going back and breaking some of those documents into three parts and then each one of those parts had its own side negotiation so to speak.

Alderman Guinta asked do you recall who recommended that we should alter it or change it to a three party negotiation.

Mr. Sherman answered I believe it came back to this Committee and the Committee was asked if that was appropriate. They requested it...

Alderman Guinta interjected the question is who recommended that.

Mr. Sherman stated I would have to go back but I will tell you that after the November deal, after the bonds got sold the deal changed.

Alderman Guinta asked the deal changed because why.

Mr. Sherman answered the deal changed...I think it was more from the developers side that they thought that it would work better if those parcels were separated.

Alderman Guinta asked who was the Committee asking is this the appropriate action and course for the City of Manchester. Who were we asking?

Chairman Lopez stated the Roedel's were here and said that it would be a better deal if they had their own and Mr. Chinburg was here and he wanted to move forward and was ready to go forward and staff recommended, along with the developer that the best way to move forward would be to divide it into three parts and this Committee accepted it and the full Board approved it.

Alderman Guinta asked did Ropes & Gray ever take part in that.

Chairman Lopez answered I believe they did. He was here that night and we would have to research the minutes but I am pretty sure that he was sitting over there saying you could do one or the other and according to the developers and staff we accepted the recommendation to move forward on three fronts.

Alderman Gatsas stated let me help refresh your memory a little bit because it was this Alderman that asked the City Solicitor and our Finance Director about additional costs on separation of the three parcels. I think this Committee was told from my recollection that there would not be an additional cost and that it would only make it easier because we would be saving the cost for the developers having to distribute transferring of titles three different times. So we as a Committee were told that there was not going to be additional costs but I guess I am looking at other venues other than where you are going because it has been since January 19 that Mr. Sherman or Mr. Clougherty was nice enough to send me the legal invoices and I perused them in the month of January thinking we were going to meet in February and have since forgotten my questions but after reviewing this the questions have come to light. I guess I look at invoice #317486 and that invoice was charged to the City and that was before the bonds were sold. That was as of services rendered through September 30. Am I correct or do I have the wrong stack here? My question is was this invoice charged to the City when the bonds hadn't been sold, the bonds weren't sold until November and this was for services rendered until September 30. Is that correct?

Kevin Clougherty, Finance Officer, stated yes that appears to be correct.

Alderman Gatsas asked and if I read what the professional service was rendered for, it says connection with the above referenced matter including review and contents on the Eastern League approval letter, minor league baseball letter, advice and preparation of letter of Gill Stadium lease operations and it goes on and on and on. I look at that and say how did that not have anything to do with the original deal that we had. If it doesn't, then #313871, which is the invoice just before it for \$40,000 almost has the same terminology up until August 30 or

August 31 because it talks about the same thing – phone calls to the Eastern League, baseball minor league counsel and a variety of other things. I am looking at the two and saying what is the difference. Who made the allocation if the bond hadn't closed why that wouldn't have gone to the bond number?

Mr. Clougherty answered the allegation as I understand it you would have maxed out at that point and I will have to go back and look at this, Alderman but it seems to me you would have maxed out on your budget that you had adopted for the stadium. The whole idea of this was not to go in and limit the \$19,000,000 you had available for Gill and the stadium and that would have been a determining factor. I am guessing. I would have to go back and look at that.

Alderman Gatsas asked are you saying to wait and not pay the bill. The bill hasn't been paid. Has the bill been paid? The invoice for #351438 has it been paid?

Mr. Clougherty answered no the \$72,000 has not been paid.

Alderman Gatsas stated if you want to wait and not pay it until we get clarification of these invoices and I can wait if we want to wait another three months I don't have a problem waiting and I know that it hasn't been you that is...

Chairman Lopez interjected we will have a meeting next week and solve the problem if you want.

Mr. Sherman asked can I get a clarification on what the question is.

Alderman Gatsas stated I was told...

Mr. Sherman interjected I don't disagree with you. The \$29,021 could have been paid out of the project. I think the reason that it wasn't, and this doesn't necessarily make it correct but I think the reason that it wasn't is that it actually came in after the bonds were sold and that is when we had cut the things. I don't have a check date on here but my guess is that this probably didn't get paid until December. I know it is dated October but my guess is it didn't get paid until December or later, which would have been after the bonds so it generally fell on the other side. I don't necessarily disagree with you, Alderman, that that one could have gone back to the bond project.

Alderman Gatsas responded those were the first two that I investigated and I guess I have to go back and take a look at invoice #...

Chairman Lopez interjected while he is looking for that, Kevin, did I hear that there is no more bond money to pay legal fees.

Mr. Clougherty replied right. I think we have made that commitment that you have met your budget in terms of the stadium and it is not unusual or out of the ordinary for us to pay these similar types of things out of the operating budget as I think the Solicitor had mentioned to you earlier. We have gone back and looked at the \$72,000. They are legitimate expenses. As Randy said they have written down the expense to some extent and we feel that it should be paid. As far as your discussion regarding the use of the receipts from the second payment by Mr. Chinburg, my understanding is you have talked to Randy about that and I am okay with that.

Alderman Gatsas stated I am coming, Kevin, from the point of view that when we are talking about a \$1.4 million transaction on a land deal with a closing cost or legal fees of \$329,000 I don't think you answered Alderman Guinta's question when he asked you about the charge on the street for doing that kind of a transaction. If it were more than a \$50,000 bill somebody would be taking their legal counsel to court for usury fees. So I am looking at these things and I am looking at your invoice dated 351438 and I am only doing this quickly and I go to page 15 and I am looking at taxicab rides from Boston to Braintree at a \$39.80 cost and I am saying the last time I knew we didn't have sub offices in Braintree for anybody to take a cab from Boston to Braintree and then Boston to West Roxbury.

Mr. Clougherty responded those were meetings that were held with the representatives of the stadium at their offices down there.

Alderman Gatsas replied so you believe that those costs should be part of the City costs because they are meeting with representatives on the stadium.

Mr. Clougherty stated they were not meeting on their own. They were meeting on behalf of the City as I recollect. If they have to be at a meeting, Alderman, and we have asked them to be at the meeting they have to be there and the costs are their costs plus any of there out-of-pocket expenses to get there.

Alderman Gatsas stated there were taxicab rides on five consecutive days.

Chairman Lopez stated the bill that he is reading from is what you sent us. All of these bills have been checked. Are these legal bills that we have to pay? That is the question.

Mr. Clougherty responded I believe they are Alderman.

Chairman Lopez stated I think the other question...although I appreciate the Alderman asking some of those questions I looked at some of them like the telephone calls and all of that stuff and when you are talking about lawyers you don't talk to them for nothing and you don't meet with them for nothing because there is always a fee. Understanding that there is no money left in the bond to pay any legal fees and understanding we have a legal obligation for the \$72,000 what I am suggesting is that we take that \$72,000 out of the revenue that we received and release that. The legal bills have to be paid and the Solicitor and the Finance Officer said that these are legal bills then we have to get the money from someplace.

Alderman Gatsas stated with all due respect, Mr. Chairman, the taxpayers of this City were told that this project was not going to cost them a nickel.

Chairman Lopez stated and this \$72,000 is coming out of the revenue that we received and that is going to come out of the taxpayers pockets and that is why I am trying to save \$72,000 from the 2005 budget, which is taxpayer's money.

Alderman Gatsas responded this is all taxpayer's money.

Chairman Lopez replied it is but the point that I am making is that the revenue coming in...in my opinion all of the legal fees should be paid from the revenue that is coming in no matter what they are without going into our budget and doing that and that is what I am trying to do here. I think it is very important that and I agree with what you are saying. If we don't approve something like this then the bill is still legal. Is that correct, Tom?

Solicitor Clark stated this is a bill for services rendered to the City of Manchester.

Chairman Lopez stated services rendered. That means that the staff would have to pay this bill out of the 2005 budget, which is taxpayer's money but since we received revenue for the land I am asking that the \$72,000 come out of there so we still have that \$72,000 in the 2005 budget, which is very important with the snow and all of the...I don't have to go through a whole bunch of details on the money that we need in our contingency fund in order to make it through the 2005 budget. \$72,000 is surely going to help us and it is going to help the taxpayers. I would like to know what the wishes of the Board are.

Alderman Gatsas stated I am looking at these bills and certainly the only portion that we have here is the \$75,000 that was charged. We don't see the additional \$70,000 that was written off because the bills that are comprised in front of us is the \$75,000 that is chargeable and in that \$75,000 that is chargeable or what they are telling us, I am looking at lunches for 12 people at a meeting 175 miles from

Mr. McCabe on the 24<sup>th</sup> of August and then 134 miles on the 26<sup>th</sup> of August. I am looking at those two and saying where are we at with taxicabs and if we are talking about these people going and talking to the developer I don't know who authorized that. Did you authorize it? Did the Finance Department authorize it? Who authorized it?

Mr. Clougherty responded the Committee asked Ropes & Gray to get involved and negotiate these agreements. If you go back, Alderman, I just quickly after the last meeting went online and looked up a couple of the minutes. I just grabbed one quickly and on March...

Alderman Gatsas interjected I bet it fits what you are going to talk about.

Mr. Clougherty stated to be honest I pulled up the first one. The oldest one that was there was March. I didn't look at any others and there was a discussion there. As I mentioned to you before I think we had discussed this several times. This was a time when Mr. Chinburg was here and we talked. We said that lawyers are involved with this. We talked about the idea of either a sublease change or a deeded change and we were talking about which path are you going to go down here. We went on to say as we were discussing that we don't want to go ahead and spend a lot of legal expenses in preparing documents unless it is clear which path we are going to go down. I go on to say it is going to be a significant legal expense whichever path you take. Then I went on after that to say that the intent here is not to harm the project and not to incur a lot of expenses unnecessarily either. We had the discussion about the project and that we wanted to stay within that budget but we were also trying to get things done as part of this negotiation. Alderman DeVries asked well who is going to be doing this legal review and doing these documents and at this particular meeting I said to you we have talked to the Solicitor and they have asked that it be done by Ropes & Gray. Alderman Gatsas asked wouldn't that have to go out to bid and I explained to you that when we did our bidding it allowed for that type of service to be offered. It is not the Bond Counsel service, it is belated project costs but that is a determination of what legal assistance you want and you rightly pointed out that it was going to be \$300+ an hour and I said again it is the Solicitor's determination that he would like to have them stay on this path because they had been working on it. There had been discussions about legal fees and the cost incurred in going these different paths and that they aren't going to be cheap.

Chairman Lopez stated I think that is where we are at. They are legal fees. They are not going to come out of the bond and my recommendation to the Committee once again is to take the \$72,640.60 out of the revenue we received and authorize payment for legal fees so we don't have to take it away from the taxpayers in the 2005 budget. What are the wishes of the Committee?

Alderman DeVries stated I have a question first for Finance. This has been outstanding with Ropes & Gray for some time and can you tell me have we started to accrue any interest on the unpaid amount or when would that happen.

Mr. Clougherty responded we have not, Alderman. As you know we made a decision to select a different bond counsel so we have not sent them a final payment but there is no interest. That has never been brought up with respect to this.

Alderman DeVries asked so interest will not come into play any time soon.

Mr. Clougherty answered no.

Alderman DeVries stated I wholeheartedly agree that I would like to see that come from the funds that were received from the sale of the land and if it is allowable for that to transfer and flow into contingency so that we can use it for the overages for a tough snow year or for the other budgets if necessary because we have been operating with 3.5 to 4% cuts across the board to all of the City departments that is a great thing and I appreciate, Mr. Chairman, that you researched that out to happen. I think we may have had a question unanswered that Alderman Gatsas was waiting for and I will let him weigh in or Finance. Did we answer all of the questions that the Board asked or were you coming back with additional input?

Mr. Clougherty replied I think we provided all of the invoices. We didn't want to try to give something summarized. We provided all of the invoices related to the cost of the project so that everybody had those. We have provided the summary sheet that laid out when these items were paid and we feel as legal expenses they should be paid.

Alderman DeVries asked so you weren't going back to provide anything else tonight.

Alderman Smith asked Kevin what have we received so far in the interest in our bond. Do you know? Have we received any interest on it?

Mr. Sherman stated the interest you have received to date is \$344,000.

Alderman DeVries moved to take \$72,640.60 out of the proceeds of the sale of the riverfront development project to pay the legal fee bills. Alderman Smith duly seconded the motion.

Deputy City Clerk Johnson stated I would like to remind the Committee that they are running ½ hour over. There was a posted meeting at 6:15 PM.

Alderman Guinta asked can we legally do that.

Chairman Lopez answered I think that we can legally put the legal expenses towards the revenue that we received and the Finance people said that we can make a recommendation to the full Board. Am I correct?

Mr. Clougherty stated right. My understanding is that Randy has talked to Tom Clark and as long as the Board takes that vote it is appropriate because it is economic development related.

Alderman Gatsas stated the taxpayers of this City...

Chairman Lopez interjected we are trying to help the taxpayers of this City.

Alderman Gatsas stated the taxpayers of this City were told that this deal wasn't going to cost them any money. That is what they were told. That was the understanding that they had. That is the understanding that everybody on the full Board had. That deal has changed.

Chairman Lopez called for a vote. Alderman Gatsas requested a roll call vote. Aldermen Gatsas and Guinta voted nay. Aldermen DeVries, Smith and Lopez voted yea. The motion carried.

Chairman Lopez asked Mr. Sherman did you say this has to go to the Board.

Mr. Sherman answered I don't think so. You are netting it against the one time so the balance will go in the one time. We will take a look at it and work with the City Clerk.

There being no further business, on motion of Alderman Smith, duly seconded by Alderman DeVries it was voted to adjourn.

A True Record. Attest.

Clerk of Committee