



REPORT TO THE CITY COUNCIL

AGENDA ITEM NO. 9:30am A

COUNCIL MEETING 09/16/08

APPROVED BY

[Signature]

DEPARTMENT DIRECTOR

[Signature]

CITY MANAGER

September 16, 2008

FROM: RANDALL L. COOPER, Director
Parks, After-School, Recreation & Community Services Department

BY: JERRY HAYNES, Assistant Director
Parks, After-School, Recreation & Community Services Department

- SUBJECT: 1) AWARD SERVICE AGREEMENT TO FRESNO BICYCLE CROSS FOR MAINTENANCE AND OPERATIONAL SERVICES RELATED TO WOODWARD PARK BMX TRACK
2) APPROVE AFFILIATION AND SANCTIONING AGREEMENT WITH NBL AND ADDENDUM
3) APPROVE THE 468TH AMENDMENT TO MASTER FEE SCHEDULE RESOLUTION NO. 80-420 ESTABLISHING FEES FOR THE WOODWARD PARK BMX FACILITY

Presented to City Council

Date 9/16/08

Disposition All approved, Res 2008 235

[Signature]

KEY RESULT AREA One Fresno

RECOMMENDATIONS

Staff recommends that the City Council: 1) award a Service Agreement (not to exceed \$10,000) to Fresno Bicycle Cross (FBX) for maintenance and operational services related to Woodward Park BMX Track. 2) approve Affiliation and Sanctioning Agreement with NBL and Addendum and 3) approve the 468th Amendment to Master Fee Resolution No. 80-420 establishing use fees for the BMX track at Woodward Park; and that the new fees become effective September 26, 2008.

EXECUTIVE SUMMARY

There are two national bicycle organizations that provide comprehensive rules, policies, and sanction tracks and competitions; the National Bicycle League (NBL), Hilliard, Ohio and the American Bicycle Associations (ABA), Gilbert, Arizona. When contemplating which organization to select for the Woodward Park Bicycle Complex, PARCS choose to affiliate with NBL because they are a non-profit, offer support services, and specifically, liability coverage. A copy of the NBL Affiliation and Sanctioning is attached as Exhibit A. The City of Fresno has not paid any money or leased any property to NBL.

There are 45 sanctioned BMX race tracks in California, and 11 of those tracks are NBL tracks run on public property. All cities have approved Service or License agreement for the operation, maintenance, fee appropriation, and insurance. Please see attached sample contracts from the City of Lemoore and City of Napa and NBL Track Listings as Exhibit B.

Fresno Bicycle Cross (FBX), Mr. Brett Riley, has been selected to as the Service Provider to assist with the operation of the Woodward Park BMX track. He is the Track Director for FBX, and brings with him a wealth of

REPORT TO THE CITY COUNCIL

Woodward BMX Agreement – Fees and Appropriations

September 16, 2008

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knowledge on bike racing and track maintenance, as he was the operator of the Madera BMX track. The Service Provider Agreement is attached as Exhibit C.

PARCS in conjunction with NBL and Fresno United Neighborhoods (FUN) have devised a BMX program that will make scholarships available for low income children who are interested in riding the BMX track. The BMX track at Woodward Park is a professional track that requires special training to ride. Through the joint efforts, 12 fully paid fee memberships will be available for inner city and low income children of interest. PARCS has agreed to pay the \$65.00 fee to cover the Track Liability insurance. In addition to the 12 donated memberships, the FUN Board has set aside \$500.00 to establish a scholarship assistant program for inner city and low income children. Woodward Park Mountain Bike Trail surrounding the BMX fenced track is free to the public. PARCS is building a Dirt Bike Jump/Free Ride Area that will be free also. One open house per month will be held for non track members.

Additionally, PARCS has developed a skill and safety BMX program. As a part of the program, transportation for qualified children of interest will be provided and scheduled from neighborhood community centers. The program qualifications will be based on the free lunch guidelines for our school system. Any student qualifying for free lunch will qualify for the scholarship assistance program.

To further assist inner city and low income families, FUN has purchased and donated 5 bikes and 8 helmets to PARCS (Please see attached Exhibit D) for the riders, and 8 additional bikes and 30 helmets will also be available for use provided by FBX. At the moment, PARCS has at least 13 bikes and 38 helmets to loan to riders, and FBX is currently seeking additional bikes. As part of the BMX program, there will be at least 2 sessions a month. The sole purpose of this joint effort is to give inner city and low income children the opportunity to ride free.

KEY OBJECTIVE BALANCE

Customer Satisfaction: The BMX Complex will provide new activities that have never been offered in Fresno and will be setting the standard in the state for Bike Complexes. BMX is a growing sport across the country and the City of Fresno wants to foster the growth of the sport with participants ranging from ages 3 to 55+. There are about 200 riders that will be using this facility on a weekly basis and the rider count will grow as the program grows.

Employee Satisfaction: The Action Sports Section is a new program that has gained interest from skaters and bikers that have the enthusiasm and skills needed to develop a successful program. Staff is trained to maintain the bike complex, teach instructional classes, and provide good customer service to the participants.

Financial Management: Financial Management is enhanced as the proposed fees will allow the City and track operator to keep pace with required staffing and maintenance, while ensuring adequate resources for the continual improvement of the course and facilities for increased customer satisfaction and safety.

BACKGROUND

In 2007, PARCS met with several community groups to identify appropriate uses for northwestern portion of Woodward Park. The bicycle complex was one of the identified projects resulting from several meetings. The plan was to develop and construct a bicycle facility that would include a Mountain Bike course for beginners, intermediate and advanced riders, a BMX Race Track and a Dirt Bike Jump/Free Ride area. All tracks have

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Woodward BMX Agreement – Fees and Appropriations

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been completed with the exception of the soon to come Dirt Bike Jump/Free Ride area. PARCS published an advertisement for an individual to operate a BMX Bike Track at Woodward Park in July of 2007. Fresno Bicycle Cross (FBX) was selected to operate the BMX Bike Track due to their expertise in the area of bike racing as they operated of the Madera BMX Track known as Mad Town BMX.

PARCS began development of a bicycle complex at Woodward Park on an undeveloped 57 acre parcel in August 2007. The goals of the Department for the complex are to run a Free BMX skills and safety program for the general qualifying public; and host state and national events. These events will, in turn, help the local economy and bring in corporate sponsorships. The bike complex requires an ongoing staff and daily maintenance program to ensure optimal quality of the facility as well as the safety of the cyclists and other park users.

NBL will sanction all races at the BMX Track, and FBX and PARCS will jointly share the responsibility of hosting races. Races and practices will be held on the weekends through the summer. The age of riders range from 5 to 55 years old, and there are several local pros that train at the facility to compete at the national level. These races are open to the public.

The fees for the track are determined by the track operators. The operational costs to run a race have to be included in the race fee. Those costs include fees to the NBL, trophies, insurance, utilities, and maintenance staff and equipment. All riders participating in the race program are required to be members of the NBL so that they will have medical coverage in the event of an accident. The NBL charges \$45.00 for the annual membership. Local races will cost \$12.00 and \$6.00 for a practice session. As mentioned previously, 12 free memberships will be offered to qualifying applicants.

The attached Service Provider Agreement has been reviewed and approved by the City Attorney's office and Risk Management. The race program will be jointly operated by FBX, their volunteers and PARCS staff. It takes 10 to 15 volunteers to run a race depending on the number of riders. The volunteer staff needed to operate a race consists of sign-ups registering riders for the race, race announcer, track officials, score keepers, gate starter, and staging riders for the race. City staff will provide maintenance by sweeping, watering, and chalking before the race. Races will be held on weekends by FBX, and City staff will provide practice sessions on the week days to NBL members.

FISCAL IMPACT

Once established, the Woodward BMX track is expected to operate as an enterprise activity, generating sufficient revenue to cover 100% of its staff, operating, and maintenance costs; therefore BMX track operations should eventually have no impact to the General Fund. The Department does not plan to charge for the use of the Mountain Bike Trail or Dirt Bike Jump/Free Ride area, the other two components of the Woodward Bike Complex.

Attachments: Master Fee Schedule Resolution
 Exhibit A - NBL Affiliation and Sanctioning/Addendum
 Exhibit B - Contracts from the City of Lemoore and City of Napa/NBL Track Listings
 Exhibit C - Service Provider Agreement
 Exhibit D - Bicycle photos



AFFILIATION AND SANCTIONING AGREEMENT

This Affiliation and Sanctioning Agreement ("Agreement") is made effective this 1st day of September, 2007 by and between the National Bicycle League, Inc. ("NBL") and City of Fresno (the "Local Organization") for the Woodward Park BMX Track in Fresno, California.

1. The Local Organization will operate its BMX facility for the purpose of Bicycle Moto-Cross ("BMX") events sanctioned by the NBL, and in turn, the NBL shall sanction the Local Organization and provide to the Local Organization the services and assistance of the NBL, including awarding NBL points, the use of the NBL trade name and service mark, etc., in connection with BMX events sponsored by the Local Organization.
2. Term. The term of this Agreement shall end on December 31, 2012.
3. Restrictive Covenants. During the term of this Agreement, the Local Organization shall not permit any BMX events to be held at its Track that are sanctioned by any person or entity other than the NBL. Further, the Local Organization shall not permit any other person or entity other than the Local Organization (or its designee) to operate the Track during the term of this Agreement. It shall be a material breach of this Agreement if any non-NBL sanctioned races are held at the track during the term of this Agreement. During the term of this Agreement, the Local Organization shall not participate or assist in any manner whatsoever, in the operation of BMX track(s) sanctioned by or affiliated with any other organization or entity, or otherwise compete against the NBL in the State or geographic segment (as defined in paragraph 19 below) where the Local Organization's track is located.
4. License to Use Trade Name/Service Marks. During the term of this Agreement and so long as Local Organization is not in breach hereof, the Local Organization shall have the right to use the registered trade name "National Bicycle League" and the registered service mark of the NBL relative to promotion and advertising of NBL sanctioned events to be held at the Track. The NBL retains exclusive ownership of the trade name and service mark, and the NBL is granting the Local Organization a non-exclusive license only.
5. Operation and Maintenance of Track. The Local Organization will construct, operate and maintain its Track and shall run NBL sanctioned races substantially in accordance with the Track Director's Manual as published by the NBL and in accordance with the rules of the NBL as published by the NBL from time to time subject to constitutional and local law requirements.
6. Confidential Information. The NBL is the developer and exclusive owner of certain computer software programs, marketing packages, Track Director's Manual and other manuals, sanctioning and affiliation agreements, drawings, records, specifications, equipment, designs, race schedules, agreements and contracts with vendors, lessors, other sanctioning organizations, and other Confidential Information not generally known by non-NBL personnel (hereafter "Confidential Information") which the Local Organization may obtain knowledge of or access to as a result of being affiliated with and sanctioned by the NBL. Any and all such items and information are considered trade secrets by the NBL. The Local Organization shall not directly or indirectly disclose, display, provide or otherwise make available all or any part of any such Confidential Information to any person or entity not affiliated with and sanctioned by the NBL at any time unless the Local Organization has received prior written permission from the NBL to do so except as required by the Local Organization to perform its obligations and otherwise comply with the terms and conditions of this Agreement and with the Track Directors Manual of the NBL and to comply with the California Public Records Act.
7. NBL Points. The NBL shall award NBL points to riders to qualify in NBL sanctioned events held in accordance with all NBL rules and procedures and held at the Local Organization's Track.
8. NBL Sanctioned Races. The Agreement entitles the Local Organization's riders to participate in all programs offered in the State or geographic segment where the Local Organization's BMX Track is located, including but not limited to NBL approved State Number Plate Series and other State sponsored functions or programs, subject to the state's guidelines being met.
9. The Local Organization agrees to send to the NBL within 48 hours of the holding of each NBL sanctioned event, all applicable paperwork and funds, including, but not limited to, original moto sheets, member applications and race report forms and insurance fees due in accordance with the NBL's current requirements for such reporting.

10. Insurance; Indemnification.

Throughout the Term of this Agreement, Local Organization shall provide and maintain, at its expense, the following insurance policies to cover Claims (as defined below) arising out of the Local Organization's operation and maintenance of the track pursuant to this Agreement: (i) Commercial General Liability insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 in the aggregate and \$5,000 Medical Expense (any one person). Said policy shall include coverage for contractual liability, products/completed operations, personal & advertising injury, participant legal liability, property damage and bodily injury liability (including death); and (ii) Umbrella/Excess Liability insurance with limits not less than \$4,000,000 each occurrence applying in excess of and on a following form basis to the primary Commercial General Liability policy. NBL reserves the right to adjust the acceptable limits of coverage required to be consistent with limits which are considered generally acceptable for BMX cycling events and available to the National Bicycle League and their BMX tracks.

All such insurance to be maintained by Local Organization shall be (1) primary to and non-contributory with any insurance maintained by NBL; (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; (3) shall provide that coverage may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to NBL; and (4) shall include the Local Organization, the NBL, the State Organization (if any), and all officers, directors, employees, agents, volunteers, track directors and officials of said organizations as Named Insureds.

To the extent any claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney fees or other sums ("Claims") are incurred by or asserted against NBL as a result of any act or omission by the Local Organization and are not paid by or covered by the insurance required hereunder, then the Local Organization shall indemnify, defend and hold harmless NBL upon demand for any such Claims incurred by or asserted against the NBL as a result of any acts and/or omissions of the Local Organization.

Upon execution of this Agreement, Local Organization shall furnish NBL with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

At its sole discretion, the NBL may offer the Local Organization the opportunity to purchase coverage through an NBL insurance program which satisfies the insurance requirements outlined above. The cost for such coverage will be determined by the NBL in accordance with its schedule of such fees which may be adjusted from time to time. Local Organization understands and agrees that NBL is under no obligation to offer this coverage to Local Organization.

11. This Agreement shall not make the Local Organization or Track Operator a subsidiary, a partner, independent contractor, or any other way associated with the NBL other than under the terms of this Agreement. The Local Organization may not obligate the NBL, express or implied, to speak for, bind the NBL in any way whatsoever, contractually or otherwise.

12. The NBL reserves the right to inspect the Local Organization's BMX Track at any time to insure compliance with the terms and conditions of this Agreement, the Track Operator's Manual of the NBL and all other rules and policies of the NBL.

13. Each of the terms and conditions contained in this Affiliation and Sanction Agreement is separate and independent, and severable. In the event that all or any portion of this Agreement is deemed by a court, tribunal, arbitrator, or otherwise to be null, void, invalid, unenforceable and/or of no effect or otherwise not binding upon either of the parties, in whole or in part, said fact shall not be deemed to in any manner affect the validity of any of the remaining portions or provisions of this Agreement, all of which the parties agree shall remain in full force and effect. If a court or other tribunal finds that any provision of this Agreement unenforceable or invalid, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

14. Remedies. The parties agree that, in addition to any form of legal or equitable relief that may be available to the NBL hereunder, in the event of a breach or a threatened breach of any of the terms and conditions contained in paragraphs three and/or four, herein, the Local Organization agrees that in order for the NBL to fully protect its rights hereunder, that the NBL will be irreparably harmed, and that it may be necessary for the NBL to obtain injunctive relief. Accordingly, the parties specifically agree that in the event of a breach or a threatened breach of any term and condition contained in paragraphs three and/or four herein, the NBL shall be entitled to a seek from court preliminary and permanent injunction, enjoining the Local Organization from committing or continuing any acts constituting such a breach of paragraphs three and/or four; provided in the event of a threatened breach, the NBL shall first provide the Local Organization prior notice, in writing, to its address on file with NBL not less than five (5) days before requesting said relief, and the Local Organization has failed to remedy the breach within said period. As an additional remedy for any breach by the Local Organization of any provisions of this Agreement other than paragraphs three and/or four, then the NBL shall be entitled to recover liquidated damages in the amount of \$15,000 for each and every breach by the Local Organization. The parties agree

that it is difficult to ascertain the amount of the damages, that the NBL has invested a great deal of time and resources into the Local Organization, and the parties agree to liquidate the damages in advance for any breach of this Agreement, other than a breach of paragraphs three and four. The liquidated damage amount stated above is agreed to be reasonable and proportionate to the presumed injury that will be suffered by NBL upon a breach by the Local Organization. The prevailing party in any litigation arising from this Agreement shall be entitled to recover its reasonable costs and attorney fees from the other party, in addition to any other remedies to which it is entitled. This Agreement may only be terminated prior to the expiration of its term for cause. If either party believes that the other party has breached this Agreement, and it desires to terminate this Agreement as a result of such breach, then it must first provide written notice to the other party, describing the breach, and providing the other party a reasonable opportunity to cure the breach. Unless the party cures the breach within ten (10) days of receiving the notice, or otherwise begins to cure the breach within ten (10) days of receiving the notice if the breach cannot be cured within ten (10) days, then the non-breaching party may terminate this Agreement for cause. The written notice must be sent by certified mail, return receipt requested, and if addressed to the NBL, must be sent to the Managing Director, and if to the Local Organization, then to the Track Director.

15. Choice of Law; Form Selection. This Agreement shall be construed and governed by the laws of the State of California. The Fresno County Judicial District shall have exclusive venue and jurisdiction to hear and decide any and all disputes between the parties arising from this Agreement, and the NBL specifically consents to jurisdiction with the courts of Fresno County, California, Municipal Court System.

16. Assignment. This Agreement is between the NBL and the Local Organization and may not be transferred or assigned to any other person or entity without the prior written consent of the NBL. This Agreement is binding upon all successors and assigns, affiliates (direct and indirect), representatives, heirs, and entities with ownership common to the Local Organization.

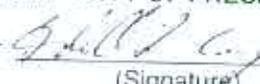
17. If the Local Organization is an unincorporated association, all of its Members, Officers, Directors and Trustees shall have joint and individual responsibility for the performance and obligations of Local Organization as provided in this Agreement and the party (parties) executing this Agreement on behalf of the Local Organization hereby expressly represent(s) and warrant(s) that he/she/they has/have the actual authority from all of the present members, officers, directors and trustees of the Local Organization ("Local Organization Principals") that they may execute this Agreement with the intent that all of the said Local Organization Principals shall be jointly and severally bound by the terms and provisions of this Agreement.

18. Termination. The Local Organization shall be permitted to terminate this Agreement upon 60 days prior written notice to the NBL provided that (i) the Local Organization pay to the NBL a prorated penalty of \$80,000 in the first year, \$65,000 in the second year, \$50,000 in the third year, \$35,000 in the fourth year or \$20,000 in the fifth year; and (ii) the Local Organization not permit any BMX events to be held at its Track that are sanctioned by any person or entity other than the NBL during the balance of the Term.

19. The "State or Geographic segment" references in paragraph three of this Agreement is hereby defined as follows: State of California.

20. Compliance with Laws. In its performance hereunder NBL shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

LOCAL ORGANIZATION: CITY OF FRESNO, STATE OF CALIFORNIA

By: Randall L. Cooper (Print Name)  (Signature) Director of Parks, Recreation and Community Services (City Official/Title) 9-21-07 (Date)

TRACK NAME/BMX FACILITY: CITY OF FRESNO BMX RACING AT WOODWARD PARK

By:  (Bob Tedesco) (NBL Managing Director) 9/26/07 (Date)

Please sign and return all pages to: NBL, 3958 Brown Park Dr Ste D, Hilliard, OH 43026

CONTINUED SIGNATURE PAGE FOR NATIONAL BICYCLE LEAGUE
AFFILIATION AND SANCTIONING AGREEMENT

ATTEST:

Rebecca E. Klisch
City Clerk

By: Alva Sommerick, Deputy

APPROVED AS TO FORM:
James Sanchez

(9/25/08)

By:

 B-14-08

Deputy
Douglas T. Sloan, Assistant

ADDENDUM TO AFFILIATION AND SANCTIONING AGREEMENT

Notwithstanding the Restrictive Covenants in Paragraph 3 of the Agreement, Local Organization and NBL agree to the following:

1. Local Organization shall have the right to host Parks, After-School, Recreation and Community Services (PARCS) Skill and Safety Programs (Open House events) for those in need by paying to NBL a flat-rate of \$65.00 per event for track liability insurance. At said Open House events, participants must sign a waiver and release of liability and application provided by NBL, but need not be NBL members.
2. NBL will provide to Local Organization twelve free annual memberships for Local Organization to distribute to those in need. Local Organization shall be responsible for the distribution of those free memberships.
3. Local Organization may host non-sanctioned events at the Track and Local Organization will provide insurance coverage and/or be self-insured during such non-sanctioned events, listing NBL as an additional insured on their policy.

LOCAL ORGANIZATION

City of Fresno, a Municipal Corporation

By: [Signature]
Its: PARCS Director
Date: 9/16/08

By: _____
Its: _____
Date: _____

NATIONAL BICYCLE LEAGUE

National Bicycle League, an Ohio Corporation

By: [Signature]
Its: Managing Director
Date: 7-29-08

By: _____
Its: _____
Date: _____

ATTEST:
Rebecca E. Klisch
City Clerk

By: [Signature]
Deputy (9/25/08)

APPROVED AS TO FORM:
James Sanchez

By: [Signature] 8-14-08
Douglas T. Sloan, Assistant

~~Deputy~~

September 17, 2008

Council Adoption: 9/16/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

RECEIVED

FROM: REBECCA E. KLISCH, CMC
City Clerk

REK

2008 SEP 19 PM 1:29

CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 9/16/08, Council took legislative action entitled **Appv affiliation/ sanctioning agrmnt, National Bicycle League (NBL) and Addendum**, Item No. **9:30 a.m. - A2**, by the following vote:

Ayes	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before September 29, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 9/18/08

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	:

September 17, 2008

Council Adoption: 9/16/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY
FROM: REBECCA E. KLISCH, City Clerk
SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

RECEIVED
REK
2008 SEP 19 PM 1:29
CITY CLERK, FRESNO CA

At the Council meeting of 9/16/08, Council took legislative action entitled **Awd svc agrmnt, Fresno Bicycle Cross, maintenance and operational services re: Woodward Park BMX track**, Item No. 9:30 a.m. – A1, by the following vote:

Ayes : Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes : None
Absent : None
Abstain : None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before September 29, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Alan Autry, Mayor

Date: 9/18/08

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes :
Noes :
Absent :
Abstain :