



## **SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR AT-WILL EMPLOYMENT OF CITY MANAGER**

### **Background**

Peggy Flynn possesses the necessary education, experience, skills and expertise to serve as the Petaluma City Manager, and the Petaluma City Council desires to employ her in that capacity. Peggy Flynn desires to serve as the Petaluma City Manager in accordance with the City Council's direction as the City's legislative body, and all applicable laws, regulations and rules.

Accordingly, on January 28, 2019, by a vote of 7-0 the Petaluma City Council adopted Resolution no. 2019- 013 approving and authorizing the Mayor to execute on behalf of the City this Agreement for At-Will Employment of City Manager ("Agreement") appointing Peggy Flynn as City Manager of the City of Petaluma.

The City Council has recently concluded a performance evaluation for Ms. Flynn and, per Section 7(b) of the Agreement, has agreed to provide a 2.0% cost-of-living adjustment to her salary and approve an annual voluntary sick leave conversion similar to Unit 8, which is comprised of unrepresented employees. ~~several changes to her compensation, including an updated salary, a City-paid deferred compensation contribution, and changes to her vacation accruals.~~ This Second Amended and Restated Employment Agreement for At-Will Agreement ~~for~~ Employment of City Manager memorializes ~~the~~ these compensation changes, as well as updates ~~to~~ various benefit provisions that are contained in the Attachment 1 to this Agreement.

### **Agreement**

This Agreement is made by the City of Petaluma, ("the CITY"), a California charter city, and Peggy Flynn ("CITY MANAGER"). The CITY and CITY MANAGER may be referred to individually in this Agreement as a PARTY and collectively as "the PARTIES." This Agreement will be effective February 25, 2019 (the "Effective Date"), which will be CITY MANAGER's first day of employment as the Petaluma City Manager. The PARTIES agree as follows:

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**1. Appointment of City Manager:**

Commencing on the Effective Date, CITY MANAGER is hereby appointed as City Manager of the City of Petaluma in accordance with this Agreement and all applicable laws, regulations and rules.

**2. Term:**

The term of this Agreement (“Term”) shall commence on the Effective Date and continue for a three-year period expiring on February 25, 2022 (the “Expiration Date”). Notwithstanding the Expiration Date, the Term will automatically extend by an additional year without further notice or action of the PARTIES commencing on February 25 of each year, thereby establishing a new three-year Term and new Expiration date, unless either PARTY gives the other written notice of termination by or before November 25. If either PARTY provides notice of termination in accordance with this provision, the Term will expire at the conclusion of the three-year Term then in effect without further notice or action of the PARTY, unless the PARTY giving notice of termination rescinds the notice in writing before the commencement of the final year of the Term then in effect. Notwithstanding this provision, this Agreement may be terminated before the expiration of the Term in accordance with Section 20. If the CITY terminates this Agreement by giving notice in accordance with this section, the City will have no obligation to pay severance pursuant ~~S~~section 21 regarding such termination.

**3. At-Will Employment:**

CITY MANAGER will be an at-will employee of the CITY in accordance with California Labor Code Section 2922 and will serve at the pleasure of the City Council. The CITY’s Personnel Rules, Policies, Procedures, Ordinances and Resolutions will not apply to CITY MANAGER, and nothing in this Agreement confers upon CITY MANAGER any right to or expectation of any right or property interest in continued employment by the CITY. If the CITY terminates CITY MANAGER’s employment, whether with or without cause, CITY MANAGER will be entitled to only that due process that is provided by City Charter or ordinance, or this Agreement. Nothing in this Agreement will limit the right of CITY MANAGER to resign at any time subject to the requirements in Section 20 of this Agreement. Past or future CITY enactments or other actions of the City Council may designate CITY MANAGER as the chief executive of other CITY-related legal entities, such as financing authorities and/or joint powers agencies.

#### **4. CITY MANAGER Obligations and Understandings**

##### **a. Duties and Authority**

- i. CITY MANAGER shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all City affairs.
- ii. CITY MANAGER shall be vested with all of the powers and perform all of the duties as set forth concerning CITY MANAGER's position in applicable laws of the State of California, the Petaluma Charter (including, without limitation, Sections 23 and 24 of Article VI), the Petaluma Municipal Code, CITY ordinances and resolutions, and City Council policies as may be established from time to time, and such other duties and functions as the City Council may from time to time assign.
- iii. The CITY MANAGER shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement such policies. Accordingly, CITY MANAGER shall be required to:
  - A. Attend all meetings of the City Council, unless excused.
  - B. Direct the review of all agenda documents and preparation of the agenda for all regular and special meetings of the City Council.
  - C. Direct the work of all CITY officers, employees and departments appointed by and/or under the supervision of the CITY MANAGER.
  - D. Implement changes that the CITY MANAGER believes will result in greater efficiency, economy, or improved public service in the administration of CITY affairs.
  - E. From time to time, recommend to the City Council adoption of such measures as the CITY MANAGER may deem necessary or expedient for the health, safety, or welfare of the community, or for the improvement of CITY services. The CITY MANAGER shall conduct and direct research in administrative practices in order to bring about greater efficiency and economy in CITY government and develop and recommend to the City Council long-range plans to improve CITY operations and prepare for future CITY growth and development.
  - F. From time to time, and based on the CITY MANAGER's best judgment, propose to the City Council the consolidation, or combination or

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reorganization of offices, positions, departments, or units under the CITY MANAGER's authority and/or supervision. The CITY MANAGER may be the head of one or more CITY departments.

- G. Provide management training and develop leadership qualities among department heads as necessary to build a CITY management team that can plan for and meet future challenges.
- H. Exercise control of CITY government in emergencies as authorized by the Petaluma Municipal Code and other applicable law.

**b. Hours of Work**

- i. CITY MANAGER is an exempt employee. CITY MANAGER is expected to engage in those hours of work that are necessary to fulfill the obligations of the CITY MANAGER's position. The position does not have set hours of work and the CITY MANAGER is expected to be available, as necessary, at all times.
- ii. It is recognized that the CITY MANAGER must devote substantial time to the business of the CITY outside of the CITY's customary business hours, and to that end the CITY MANAGER's schedule of work each day and week shall vary in accordance with the work required to be performed. The CITY MANAGER shall spend sufficient hours on site to perform her duties. However, the CITY MANAGER has discretion over the City Manager's work schedule and work location. As an exempt employee, CITY MANAGER will not receive overtime or extra compensation for work performed outside normal business hours. However, CITY MANAGER will receive administrative leave in accordance with section 11(c).
- iii. The CITY MANAGER shall not spend more than 12 hours per month in teaching, consulting, speaking or other non-CITY connected business for which compensation is paid without the express, prior written consent of the City Council. Except as specified in this paragraph, the CITY MANAGER agrees to remain in the exclusive employ of the CITY, and to devote her full productive time and attention to the CITY's business during the term of this Agreement in accordance with its terms.

**5. CITY Obligations and Understandings**

- a. The CITY shall provide the CITY MANAGER with the compensation, incentives and benefits specified in this Agreement, as from time to time amended by written consent of both PARTIES.

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- b. The CITY shall provide the CITY MANAGER with a private office, administrative support, staff, office equipment, supplies, and automobile allowance as specified in this Agreement, and all other facilities and services reasonably necessary for the performance of her duties.
- c. The CITY shall pay for (or provide the CITY MANAGER reimbursement for) all actual business expenses. The CITY shall provide the CITY MANAGER a credit card to charge appropriate and lawful CITY business expenses.
- d. The CITY agrees to pay the professional dues, subscriptions, travel and subsistence expenses on behalf of the CITY MANAGER which are necessary for the CITY MANAGER's continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the CITY MANAGER's continued professional growth and advancement. Said reimbursement includes governmental groups and committees upon which the CITY MANAGER serves or may serve as a member. Said expenses may also be reimbursed or paid for on behalf of the CITY MANAGER for short courses, institutes and seminars that are necessary for the professional development of the CITY MANAGER.
- e. Given the importance of technological tools to the effective and efficient conduct of the CITY's business, the CITY shall provide computer, laptop computer, printer, high-speed internet access, cellular phone, iPad or subsequent type devices, electronic calendar, fax, copy machine and similar devices to the CITY MANAGER at the CITY's expense, both at the CITY MANAGER's office and at the CITY MANAGER's residence as needed to carry out the duties of the position. All such equipment shall remain the property of the CITY.
- f. The City Council sets policy for the governance and administration of the CITY, and it implements its policies through the CITY MANAGER.
- g. The City Council recognizes that to meet the challenges facing the CITY it must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the CITY MANAGER and staff on setting goals and priorities for the CITY government, and to work on issues that may be inhibiting the maximum achievement of CITY goals.
- h. In accordance with Section 24(B) of Article VI of the Petaluma Charter: neither the City Council nor any of its appointees shall dictate, or interfere with the exercise of the CITY MANAGER's judgment regarding the appointment, discipline or removal of subordinate officers or employees in the administrative service of the CITY; and

except for the purpose of inquiry, the City Council will deal with the administrative service solely through the CITY MANAGER, and the City Council members will not give orders to subordinates of the CITY MANAGER.

- i. The City Council members will coordinate with the CITY MANAGER such that criticism of CITY staff members shall be done privately through the CITY MANAGER.
- j. The City Council members will not interfere with the execution of the powers and duties of the CITY MANAGER. The CITY MANAGER is expected to be appropriately and promptly responsive to all City Council members, collectively and individually, but shall take orders and direction from the City Council when it is sitting as a body in a lawfully-held meeting.

## 6. Mutual Obligations and Understandings

- a. Annual performance evaluations are an important way for the City Council and CITY MANAGER to ensure effective communications about expectations and performance.
- b. The City Council recognizes that for the CITY MANAGER to respond to its needs and to grow in the performance of the CITY MANAGER's role, it is necessary for the City Council to provide the CITY MANAGER performance feedback.
- c. To provide the CITY MANAGER performance feedback, the City Council will conduct an evaluation of the CITY MANAGER's performance at least once a year. Performance evaluations for the purpose of mid-course corrections may occur more often than once a year. The City Council may choose to establish a subcommittee to meet with the CITY MANAGER periodically over the course of each year to measure progress on stated goals and priorities.
- d. The CITY MANAGER's annual performance evaluation shall use criteria developed jointly by the City Council and CITY MANAGER.
- e. The City Council and CITY MANAGER shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the CITY for the attainment of the City Council's policy objectives and shall establish relative priority of the CITY goals and performance objectives.

## 7. Compensation:

- a. Effective on                     , ~~November 1, 2021~~ the first full pay period following City Council adoption approval of this Agreement, the CITY MANAGER's annual base salary shall be increased by two-percent (2.0%) from the prior base salary of -increase to \$240,000 to an adjusted annual base salary of \$244,800.00, payable in installments at the same time that the other management employees of the CITY are paid.
- b. The CITY may increase CITY MANAGER's compensation in such amounts and to such extent as the City Council may determine is desirable on the basis of any annual salary review of CITY MANAGER.

## 8. Benefits:

CITY MANAGER will be entitled to the benefits specified in Attachment 1 which is attached to and made a part of this Agreement.

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**9. Disability:**

If CITY MANAGER is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of ninety (90) successive days beyond any accrued sick leave, subject to satisfaction of the CITY's reasonably accommodation obligations, the CITY will have the option to terminate this Agreement. Upon termination pursuant to this section, the CITY will have no obligation to pay severance pursuant to Section 21.

**10. Use of Vehicle:**

CITY MANAGER will be provided a monthly automobile allowance of \$400.00 in exchange for making her vehicle available for her own use and for CITY-related business and/or functions during, before, and after normal working hours. The monthly automobile allowance is intended to defray costs that the CITY MANAGER incurs in utilizing her personal vehicle for CITY business. The automobile allowance shall appear on the CITY MANAGER's payroll stub as ordinary income and part of her salary but will not be considered part of the CITY MANAGER's base salary for purposes of this Agreement.

**11. Vacation, Sick, Administrative and Holiday Leave:**

- a. Vacation leave shall accrue and be credited to CITY MANAGER's personal account in accordance with Attachment 1.
- b. Sick leave shall accrue and be credited to CITY MANAGER's personal account in accordance with Attachment 1.
- c. Administrative leave shall be credited to CITY MANAGER's personal account at the rate of 96 hours per year. The City Council's recognizes that it may be difficult for the CITY MANAGER to make full use of her accrued administrative leave during the first two years of the Term. Accordingly, commencing on the Effective Date and expiring February 25, 2021, CITY MANAGER may elect to receive a payment equal to CITY MANAGER's unused administrative leave balance in that year of up to fifty (50) hours. Beginning on February 25, 2021 and thereafter, without further action of the PARTIES, unless this Agreement is otherwise amended, CITY MANAGER may elect to receive a payment equal to CITY MANAGER's unused administrative leave balance in that year up twenty (20) hours. CITY MANAGER may carry forward up to forty (40) hours of unused administrative leave into the next fiscal year. CITY MANAGER may not maintain a balance of more than 136 hours of administrative leave. Carry-forward administrative leave may only be taken as paid time off, has no



cash value, and shall not be included in the totals subject to payment under Section 20(a)(3).

- d. Holidays will be credited to CITY MANAGER's account in accordance with Attachment 1.

## **12. Disability, Health, and Life Insurance:**

- a. The CITY agrees to purchase and to pay during the term of this Agreement, premiums on term life insurance policies equal in amount to one and one-half (1-1/2) times the amount of the annual base salary of CITY MANAGER as specified in Section 7.
- b. The CITY agrees to provide and to pay the CITY's share of premiums for medical, dental, and vision insurance for CITY MANAGER and her dependents in accordance with Attachment 1 Exhibit 1. CITY MANAGER will have the right to select medical, dental and vision coverage from the plan options specified in Attachment 1.
- c. The CITY agrees to have in force and make required premium payments for CITY MANAGER's participation in the CITY's current group disability plan.

## **13. Retirement:**

- a. CITY MANAGER has previously been enrolled into the California Public Employment Retirement System ("PERS") and CITY will continue CITY MANAGER's enrollment in PERS during the Term and make all required contributions on the CITY MANAGER's behalf making up the entire employer's share of CITY MANAGER's participation in PERS. CITY MANAGER will pay all required contributions on the CITY MANAGER's behalf making up the entire employee's share of CITY MANAGER's participation in PERS.
- b. CITY MANAGER has been enrolled in PERS through an agency that participates in PERS as a classic employee and has participated and shall continue to participate during the Term in the 2% at 60 formula retirement plan provided to Miscellaneous PERS members, calculated at the single highest one-year rate of compensation.
- c. CITY MANAGER's participation in the PERS 2% at 60 retirement plant for Miscellaneous PERS members pursuant to the CITY's contract with PERS includes the optional benefits in the CITY's PERS contract that are specified in Attachment 1.

**14. Bonding:**

The CITY will bear the full cost of any fidelity or other bonds required of CITY MANAGER under any law or ordinance.

**15. Continuity:**

In the event of a change of the elected representation of the City Council, there will be a ninety (90) day period commencing upon the seating of new City Council members when the City Council may take no action regarding the provisions of this Agreement, unless both PARTIES agree or the action is for cause in accordance with Section 20(e).

**16. Attorney Fees:**

In the event of any suit or action by either PARTY under this Agreement, the prevailing party in the suit or action will be entitled to reasonable attorney fees and costs to be fixed by the court.

**17. Other Terms and Conditions of Employment:**

The City Council, in consultation with CITY MANAGER, may fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of CITY MANAGER's duties, provided such terms and conditions are not inconsistent with or in conflict with the terms of this Agreement, the Petaluma City Charter, the Petaluma Municipal Code or any other applicable state or federal law.

**18. Indemnification:**

- a. The CITY will defend, hold harmless and indemnify CITY MANAGER against any tort, civil rights, personnel, discrimination, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of CITY MANAGER's duties in accordance with the provisions of California Government Code Section 825 and following, as amended from time to time, and provide a defense in accordance with California Government Code Section 995 and following. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to refuse to provide a defense of CITY MANAGER for the reasons set forth in California Government Code Section 995.2 or other applicable provisions of law.
- b. Following termination of this Agreement for any reason, the CITY agrees to pay CITY MANAGER reasonable consulting fees and travel expenses when CITY

MANAGER serves as a witness, advisor and/or consultant to the CITY regarding pending litigation.

**19. Notices:**

Notices pursuant to this Agreement must be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

**a. CITY:**

Mayor and City Council  
11 English Street  
Petaluma CA 94952

**b. CITY MANAGER:**

Peggy Flynn  
11 English Street  
Petaluma CA 94952

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice will be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

**20. Termination of Employment:**

**a. Termination by Either Party**

- i.** The PARTIES may terminate this Agreement with or without cause by giving notice in accordance with Section 2, Section 19, and this Section 20 of this Agreement, as applicable.
- ii.** During the period following notice of termination by either PARTY and until the termination becomes effective, all the rights and obligations of the PARTIES under this Agreement will remain in effect.
- iii.** Upon separation from CITY employment for any reason, CITY MANAGER will be paid for all earned, accrued, and unused vacation, administrative leave, and floating holidays, subject to the limits on payments for unused administrative leave in Section 11(c).

**b. Termination by CITY MANAGER without Cause:**

- i. For purposes of this Agreement, termination by CITY MANAGER without cause will be deemed to occur when CITY MANAGER gives the City Council written notice of termination of this Agreement without cause as defined in this provision.
- ii. CITY MANAGER will give the CITY a minimum of sixty (60) days written notice in advance of termination without cause, unless the PARTIES agree otherwise.
- iii. For purposes of this Agreement, termination by CITY MANAGER without cause means termination in the absence of an uncured material breach by CITY of this Agreement as defined in provision (c) of this section.

**c. Termination by CITY MANAGER with Cause:**

- i. For purposes of this Agreement, termination by CITY MANAGER with cause will be deemed to occur when CITY MANAGER gives the City Council written notice of termination of this Agreement with cause as defined in this provision.
- ii. CITY MANAGER must declare material breach of this Agreement in writing to the CITY specifying the basis for the declaration, and the CITY will have thirty (30) days from receipt of notice to cure the declared material breach.
- iii. For purposes of this Agreement, termination by CITY MANAGER with cause means termination for CITY's material breach of this Agreement declared by CITY MANAGER and not cured by the CITY in accordance with this provision.

**d. Termination by CITY without Cause.**

- i. For the purposes of this Agreement, termination by CITY without cause will be deemed to occur when:
  - A. A majority of the City Council votes to terminate CITY MANAGER at a duly authorized public meeting without cause, as defined in provision (e) (1) of this Section.
  - B. The City Council, the citizens of the CITY, or the California Legislature acts to amend any provisions of the City Charter, CITY codes, or other

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legislation pertaining to the role, powers, duties, authority, or responsibilities of the CITY MANAGER in a way that substantially changes the form of CITY government or the role, powers, duties, authority or responsibilities of the CITY MANAGER. CITY MANAGER will have the right to declare that such amendments in the absence of cause as defined in provision (e)(1) of this Section constitute termination without cause.

- C. The City Council unilaterally reduces the base salary, compensation or any other financial benefit of CITY MANAGER. CITY MANAGER will have the right to declare that such reduction in the absence of cause as defined in provision (e)(1) of this Section constitutes termination without cause.
- D. The CITY will give CITY MANAGER a minimum of sixty (60) days written notice in advance of termination without cause in accordance with this provision unless the PARTIES agree otherwise.

**e. Termination by CITY for Cause:**

- i. For purposes of this Agreement, cause for termination by CITY means:
  - A. Willful and repeated failure to perform the duties of CITY MANAGER or other material breach of this Agreement declared in writing by CITY by notice in accordance with Section 19 and this Section 20 and not cured within thirty days of receipt of notice of the declared material breach;
  - B. Conviction of CITY MANAGER for an employment related criminal act;
  - C. Conviction of CITY MANAGER for a felony; or
  - D. A finding by a court, jury, State or Federal Attorney General, the Fair Political Practices Commission, or any successor agency, that CITY MANAGER engaged in intentional or negligent misconduct in relation to the performance of the CITY MANAGER's duties.
- ii. Prior to terminating this Agreement for cause, the CITY will give CITY MANAGER at least ten (10) days prior written notice of the charges or other alleged cause for termination. Within the ten-day notice period, but not earlier than five days after the notice has been given, the City Council will meet with CITY MANAGER in closed session and give CITY MANAGER an opportunity to address the City Council regarding the alleged cause for termination. CITY MANAGER may also choose to have complaints or charges brought against her heard in open session in accordance with

California Government Code Section 54957, subdivision (b), paragraph 2. After hearing CITY MANAGER's response to the alleged cause for termination, the City Council will decide whether to terminate this Agreement and inform CITY MANAGER in writing of its decision.

- iii. CITY MANAGER will not be entitled to severance pursuant to Section 21 of this Agreement upon termination by CITY for cause in accordance with this section.

**21. Severance Pay:**

- a. If CITY terminates this Agreement during its term without cause as defined in Section 20(e), then CITY MANAGER will be entitled to a severance payment equal to seven (7) months of base salary specified Section 7 at the rate in effect at the time of termination, plus CITY's share of the cost of continuing health, dental, and vision insurance for CITY MANAGER and all dependents as provided in Section 12(b) and Attachment 1 for seven (7) months. At CITY MANAGER's election, and pursuant to CITY MANAGER's written instructions at the time of termination, severance pay shall be paid either in a lump sum cash payment within thirty (30) days of the date of termination, or in equal monthly payments. Should CITY MANAGER elect to receive severance pay in equal payments, the number of such monthly payments will not exceed seven (7).
- b. All payments required under this Section are subject to and shall be interpreted to comply with the limitations set forth in California Government Code Sections 53260 and 53261. The CITY's share of the cost of Health, Dental and Vision benefits shall continue for the same duration of time as covered in the settlement or until CITY MANAGER finds other employment, whichever occurs first.
- c. If CITY terminates CITY MANAGER for cause in accordance with Section 20(e), she will not be entitled to a severance payment.

**22. Reimbursement Required for Conviction for Crime Involving Abuse of Office:**

- a. In accordance with California Government Code Sections 53243, 53243.1, and 53243.2, if CITY MANAGER is convicted of a crime involving an abuse of her office or position, all the following will apply:
  - i. If CITY MANAGER is provided with paid leave salary pending an investigation, CITY MANAGER must fully reimburse the CITY any salary provided for that purpose.

- ii. If the CITY pays for the legal criminal defense of CITY MANAGER, CITY MANAGER must fully reimburse CITY any funds provided for that purpose.
  - iii. If this Agreement is terminated, any cash settlement related to the termination that CITY MANAGER may receive from the CITY must be fully reimbursed to CITY, or, if a cash settlement related to termination of this Agreement has not yet been paid, the CITY is excused from paying the cash settlement.
- b. For the purposes of this section, abuse of office or position means either:
  - i. an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or
  - ii. a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the California Penal Code.

**23. Miscellaneous:**

- a. This Agreement reflects the entire agreement between the PARTIES. This Agreement may not be modified, except by written agreement executed by both PARTIES.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, will be deemed severable, will not be affected and will remain in effect.
- c. This Agreement will be governed by the laws of the State of California.
- d. The PARTIES agree that any ambiguity in this Agreement will not be construed or interpreted against, or in favor of, either PARTY.
- e. This Agreement will bind and inure to the benefit of the successors, heirs and assigns of the PARTIES.

[Signatures on next page]

**CITY MANAGER**

**CITY**

By \_\_\_\_\_  
Peggy Flynn, City Manager

By \_\_\_\_\_  
Teresa Barrett, Mayor

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kendall ~~Rose~~Sawyer  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Eric W. Danly  
City Attorney

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