

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
**CITY OF FARMERSVILLE**  
AND  
**THE FARMERSVILLE POLICE OFFICERS ASSOCIATION**

(JULY 1, 2024 - JUNE 30, 2025)

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## **ARTICLE I. GENERAL PROVISIONS**

### **Section 1. Application:**

This Memorandum of Understanding (MOU) serves as the labor agreement between City of Farmersville and the employees of the Farmersville Police Officers Association. The agreement shall be effective as of July 1, 2024, and shall terminate on June 30, 2025.

### **Section 2. Amendments and Revisions:**

Recommendation for the amendment and revision of policies and procedures may be made by the Personnel Officer after compliance with Government Code Chapter 3500 et seq. Unless otherwise noted, amendments and revisions shall become effective upon adoption of a resolution by City Council.

## **ARTICLE II. SALARY PLAN**

### **Section 1. Salary on Appointment:**

New employees will normally be hired at Step A salary amount of the appropriate position range as identified in the Salary Schedule (Exhibit A and B). If unusual recruitment difficulties are encountered with a candidate that is exceptionally well qualified, appointment at a higher step may be authorized by the City Manager.

### **Section 2. Salary Adjustments:**

- A. Salary Step Increases, as shown in the Salary Schedule, shall be considered on the employee's employment date anniversary, and shall be based on a satisfactory evaluation and recommendation by the employee's department head.
  - a. Tier 1 employees are those hired prior to January 01, 2018, and shall be eligible for step increases as shown in the Tier 1 salary schedule as adopted.
- B. Tier 2 employees are those hired on/after January 01, 2018, and shall be eligible for step increases as shown in the Tier 2 salary schedule as adopted.
- C. Authorized salary adjustments shall become effective at the beginning of the pay period nearest the employee's anniversary date.
- D. If, in the supervisor's judgment, the employee's performance does not justify an adjustment on the anniversary date, the employee shall be re-evaluated before the expiration of the six (6) months. If the employee receives a satisfactory evaluation at the end of the six (6) month period and a recommendation from the department head for a salary adjustment, the employee will receive said

adjustment. In such an event, the employee shall maintain the same anniversary date.

- E. The granting of an official leave of absence of more than thirty (30) continuous calendar days, other than for military leave, shall cause the employee's salary adjustment date to be extended the number of calendar days of leave.
- F. Should an employee's approved adjustment be overlooked, upon discovery of the error the employee shall receive a supplemental payment compensating said employee for the adjustment they would have received had the adjustment been granted at the appropriate time.

### **Section 3. Salary on Promotion:**

An employee who is promoted to a position in a class with a higher salary range shall be paid at the appropriate range and step amount effective as of the date of the promotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of the City manager.

### **Section 4. Salary on Demotion:**

An employee who is demoted to a position in a class with a lower salary range shall be paid at the appropriate range and step amount effective as of the date of the demotion. The appropriate range and step amount shall be determined by the employee's department head with the approval of the City manager.

### **Section 5. Salary on Transfer:**

An employee who is transferred from one position to another in the same class or to another position in a similar class having the same salary range shall receive the same salary range and step class shall be treated as non-disciplinary demotions for salary, seniority, and benefit purposes.

### **Section 6. Salary on Position Reclassification:**

When an employee's position is reclassified and the employee is appointed to the position, his/her salary shall be determined by the Salary Schedule classification for the new position.

### **Section 7. Salary on Re-employment:**

An employee recalled after a layoff to his/her previous position shall receive the same range and step salary amount provided they are rehired within twelve (12) months. Employees shall receive credit for prior service with City for seniority and benefit purposed provided they are rehired within twelve (12) months of the layoff.

### **Section 8. Acting Pay:**

- A. Acting pay shall be in the salary range of the acting position's class. To receive acting pay, the employee must:
  - 1. Be formally assigned duties appropriate to the higher class. Such assignment shall be confirmed by the processing of a personnel action form by the employee's supervisor.
  - 2. Work in the higher class for at least thirty (30) consecutive days.
- B. Subject to the conditions noted above, qualifying employees shall be paid acting pay for all days worked in an acting position after the first 30 days.

**Section 9. Court Appearance Pay:**

- A. During off-duty hours, sworn Police employees shall receive compensation at the time and one-half rate when subpoenaed and actually appear in court or OMV or Parole Hearings on behalf of the Farmersville Police Department and City during their off-duty hours. Employees shall receive a minimum of 2 hours' pay for an actual appearance.
- B. Sworn Officers who are "Off-Duty" and placed "On-Call" for court appearance through the Witness Coordinators Office shall receive a minimum of two hours of pay at time and one-half. If called in for an actual court appearance these two hours of compensation shall count towards the first two hours of actual time in court.
- C. An officer that is "On-Call" for an Investigations assignment shall receive \$50 Stand-By pay for each full week that they are assigned to Stand-By. Officers on Stand-By must make themselves available for call-out during this period and must advise their supervisor if they become unavailable during the Stand-By period. Failure to respond to a call-out request shall void eligibility for Stand-By pay.
- D. A "Call Out" shall be any instance in which an employee is called to work outside of any Pre-Scheduled Assignment.

For the purposes of this section, work time shall include time spent traveling to and from the work site. This section shall not apply to management or exempt personnel.

**Section 10. Uniform and Clothing Pay/Allowances:**

- A. Sworn Police employees who are required to wear uniforms shall be paid \$1,000.00 per year to be used for the purchase/maintenance and cleaning of their uniforms. A prorated amount shall be paid for any portion of a year worked. The uniform allowance shall be paid in two installments separate from the regular paychecks, one in December and one in June.
- B. At the time of hire Police employees who are required to wear uniforms shall

receive a credit of \$600.00 upon hire to be used for the initial purchases of uniforms. Police reserve Officers shall receive a credit of \$100.00 upon hire to be used for the purchase of uniforms. Failure to satisfactorily complete the required probationary period shall cause a forfeiture of the uniform credit and the City shall be reimbursed, on a prorated basis, for the credit amount.

- C. Non-uniform sworn employees shall receive an annual clothing allowance of \$800.00 per year to be used for clothing purchase, maintenance, and cleaning. A prorated amount shall be paid for any portion of a year worked.

**Section 11. Salary Schedule/Salary and Classification Plan:**

- A. The Tier 1 Salary Schedule (attached as Exhibit A) shall remain in full force as of July 1, 2021, and shall provide ranges with six (6) steps of 5% each. The Tier 2 Salary Schedule attached as Exhibit B shall provide ranges with eight (8) steps of 3.125% each.

**Section 12. Computation of Salary for Payroll Purposes:**

The monthly salary shall be those amounts as shown in Exhibit A for Tier 1 employees and Exhibit B for Tier 2 employees of this article and will be paid bi-weekly at the amount equal to the result of multiplying the monthly amount by 12 and dividing by 26.

**Section 13. Cost of living:**

- A. A 2.50% adjustment shall be made to the Salary Schedule effective July 1, 2024.
- B. A 1.00% adjustment shall be made to the base pay effective July 1, 2024.

The pay changes will be effective at the beginning of the first full pay period after the start of the fiscal year on July 1, 2024.

## **ARTICLE III. WORK PERIOD/OVERTIME**

**Section 1. Work Period:**

- A. The normal work period for sworn Police personnel shall be a period of 80 hours within 14 consecutive days starting at 12:00 A.M. on Wednesday and ending on Tuesday at 11:59 P.M.
- B. This section is not to be interpreted as prohibiting the adoption of different work periods or schedules in the respective departments with pre-approval of the City manager.

**Section 2. Overtime:**

- A. In the event that overtime pay is authorized by the supervisor, overtime shall be credited in six minutes increments with no credit given for time worked less than one tenth of an hour and after obtaining the prior written approval of the department head or Officer in charge for sworn Police and fire personnel.
- B. Occasional overtime worked that is less than six minutes duration in a work period is non-compensable.
- C. For purposes of overtime computation, vacations, sick leave, compensatory and holiday time taken in a work period shall be counted as hours worked.
- D. Voluntary shift changes shall not be counted as time worked.
- E. Overtime shall be paid on the basis of time and one-half for all time worked over 80 hours in a work period by Police.

## **ARTICLE IV. LEAVE OF ABSENCE WITH PAY**

### **Section 1. Sick Leave:**

- A. Following completion of six (6) months or continuous full-time service, an employee shall be credited with six (6) days of sick leave. Thereafter for each calendar month or service in which the employee is paid for more than two-third (2/3) of the working days in such a month, they shall be credited with one (1) day of sick leave. Unused sick leave may be accumulated without limit.
- B. Upon the approval of the department head and the personnel Officer, an employee having less than six (6) months of continuous service may be permitted to use sick leave. Such sick leave shall be an advance on credited sick leave and, should the employee terminate before the completion of six (6) months of service, the amount of sick leave pay received will be deducted from their final check.
- C. Credited sick leave may be used for the absence on account of:
  - 1) An employee's bona fide illness, injury, or pregnancy.
  - 2) The treatment or examination of the employee including, but not limited to, medical, dental, optometric, psychological, or psychiatric.
  - 3) For serious illness or injury of a member of the employee's immediate family (i.e. spouse, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild, or grandparent). Use of sick leave under this section is restricted to a maximum of six (6) days each fiscal year. For purposes of this section, "serious illness or injury" is defined as an illness

or injury of such severity that death is imminent, or someone be immediately available to assist the afflicted and/or monitor their condition.

- D. Sick leave usage is subject to the approval of the employee's department head or immediate supervisor, in the absence of the department head. The department head may require evidence in the form of a physician's certificate, or otherwise verifying the reason for an employee's absence during the time for which sick leave is requested. A failure to submit the required verification shall result in denial of sick leave usage and constitute grounds for disciplinary action.
- E. No employee shall be entitled to sick leave with pay while absent from duty on account of the following:
  - 1) Disability arising from sickness or injury supposedly self-inflicted or caused by any of their own willful misconduct.
  - 2) Sickness or disability sustained while on leave of absence without pay.
- F. Sick leave shall not be used in lieu of or in addition to vacation.
- G. An employee who has completed a minimum of five (5) years' continuous service and who leaves in good standing shall be paid at their salary rate then in effect for 30% or their unused sick leave.
- H. Observed Holidays occurring during sick leave shall not be counted as a day of sick leave.
- I. Sick leave is not accrued by or credited to non-regular, emergency, seasonal, relief, or temporary employees paid solely on an hourly or daily basis.
- J. Part-time employees who regularly work at least twenty-nine (29) hours per week, but less than forty (40) hours per week, with at least six (6) months of continuous service shall be entitled to sick leave pay accrued at one-half (1/2) the rate of full-time employees.
- K. Any employee who does not use any sick time in a full fiscal year will be granted an added day of vacation, regular part-time positions shall receive 1/2 day, on July 1st of the next fiscal year.
- L. In the event that personnel have accumulated a balance of 480 hours or more of sick leave, employees may sell back a maximum of 100 hours per year at a rate of 30 percent of the employee's hourly rate.

## **Section 2. Vacation Accrual and Carryover Policy:**

- A. Employees shall accrue vacation at the following rates:

<b>Years of Completed Service</b>	<b>Vacation Accrual</b>
0 to 2	12 days (3.69 hrs/pay period)
3 to 4	13 days (4.00 hrs./pay period)
5 to 9	15 days (4.62 hrs/pay period)
10 to 14	18 days (5.54 hrs/pay period)
15 to 19	19 days (5.85 hrs/pay period)
20 +	20 days (6.14 hrs/pay period)

- B. Vacation accrual shall be capped at (3) three times the employee's annual accrual.
  - a. Employees who reach their cap will cease to accrue vacation leave time unless a waiver is provided at the request of their department head and approved by the City Manager.
- C. Regular part-time employees with at least six (6) months of continuous service shall accrue vacation time at the rate of 3.3 hours per month of service.
  - a. Vacation accrual for part-time employees shall be capped at (1) one time the annual accrual.

**Section 3. Use of Vacation Time:**

- A. After the completion of six (6) months of continuous service, an employee may apply for vacation leave not to exceed the number of hours earned.
- B. Vacations shall be taken at times approved by the department head with due regard to the wishes of the employee and the particular regard for needs of City.
- C. Unless otherwise provided by department rules, employees shall submit vacation requests to their supervisor at least ten (10) calendar days prior to the intended start of vacation.
- D. An employee who terminates their City employment shall be paid for all unused vacation.
- E. No person shall be permitted to work for compensation for the City during their vacation.

F. In the event of one or more City holidays fall within an annual vacation leave, such holiday shall not be charged as vacation leave, however, extension of the vacation leave for the period of such holiday(s) is subject to approval of the employee's department head.

G. With the exception of terminating employees, pay will not be given in lieu of vacation time that is not taken.

#### **Section 4. Vacation Buy Back:**

Each fiscal year, after using 60 hours of Vacation leave, an employee may sell back up to a maximum 36 hours of Vacation leave per year. In order to sell back hours, an employee must have a minimum of 100 hours in their bank before the employee can cash out the 36 hours.

#### **Section 5. Holidays:**

All City Employees receive 120 hours of holiday time. Police shift personnel will receive Holiday in Lieu pay of 120 hours at their current hourly rate. In lieu pay shall be in two equal installments paid in December and June. They shall receive no extra compensation should they be required to work on a recognized holiday. In the event a police shift employee terminates employment (for any cause) in Lieu pay shall be prorated on a percentage basis.

#### **Section 6. Civic Responsibility Leave:**

- A. Absence from work because of required trial jury duty will be considered an excused absence with pay. To receive his/her full salary the employee shall turn into the administrative department any payment for trial jury duty, excluding pay for travel and meals.
- B. In accordance with the California Elections Code, Sections 14400 and 14401, if a registered voter employee does not have sufficient time outside of regular working hours within which to vote at general, direct primary or presidential primary elections, they may take off working time as will, when added to their voting time outside their working hours, enable them to vote. The scheduling of the time referenced above shall be subject to the prior approval of the respective department head and shall normally be at the beginning or end of a work shift. A maximum of two (2) hours may be taken with pay to vote provided a ballot stub is given to the department head upon returning to work.

#### **Section 7. Temporary Military Leave:**

Payment of employees on temporary military leave as governed by section 395.1 of Military and Veteran Code of the State of California, which states:

"Any public employee which is on temporary military leave or absence and who has

been in the service of the public agency from which the leave is taken for a period of not less than one year immediately prior to the date on which the absence begins shall be entitled to receive their salary or compensation as such public employee for the first thirty (30) days in any one year of public agency service, all service of said public employee in the recognized military service shall be counted as public agency service."

#### **Section 8. Bereavement Leave:**

In the event of the death of a member of the employee's immediate family (i.e., spouse, domestic partner, parent, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild, or grandparent), an employee may use up to 5 days off with the approval of their department head. An employee may use up to 3 days of Sick Leave in addition to bereavement leave, if needed, with the approval of their department head.

### **ARTICLE V. HEALTH & WELFARE**

#### **Section 1. Workers Compensation:**

- A. An employee of City who is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, shall be compensated as follows: on the first, second and third day of the injury, employee shall use accrued sick leave, vacation, floating holiday and/or compensatory time off for full salary continuance.

#### **Section 2. Medical Verification:**

Employees may be required to provide medical verification of their ability to perform required tasks. Such verification may be requested when the City has cause to believe that the employee's condition presents a hazard to the employee, other employees, or the public.

#### **Section 3. Health, Dental and Vision Insurance:**

- A. For the period of July 1, 2023, through June 30, 2024, City of Farmersville shall pay the premiums for Tier 1 employees and their dependents for a Healthcare Program, Dental Plan, and Vision Plan in accordance with the rules and regulations governing those programs as described in Exhibit Cat no cost to the employee.
- B. For the period of July 1, 2023, through June 30, 2024, Tier 2 employee's the City of Farmersville shall provide a fixed contribution of up to \$1,150 towards the purchase of a Healthcare Program, Dental Plan, and Vision Plan for the employee and their dependents in accordance with the rules and regulations governing those programs as described in Exhibit C.
- C. Tier 1 Employees may, at their discretion, "Opt Out" of Healthcare coverage

for their dependents, spouse, and themselves and be eligible for the following incentive, per pay period, for a maximum allowable incentive of \$150.00.

- |    |  |      |
|----|--|------|
| 1. | Opt Out of Dependent coverage (all dependents) | \$50 |
| 2. | Opt Out of Spousal coverage                    | \$50 |
| 3  | Opt Out of Employee Coverage                   | \$50 |

#### **Section 4. Retirement:**

City shall provide the Public Employees Retirement System (PERS) retirement to all employees. City shall pay the required Employer contribution to PERS to maintain the two percent (2%) @ 55 program for "classic" employees and the two percent (2%) @ 57 program for "new" employees. Effective July 1, 2014, safety employees shall pay the employee contribution to PERS. At no time shall this cost exceed twelve percent (12%) of base pay in accordance with the Public Pension Reform Act (PEPRA). Any additional costs shall be paid by the City.

Additionally, the City shall pay the full cost of the employee's share of Social Security tax, up to six- p o i n t two percent (6.2%) of the employee's compensation. The contribution to social security by the City for the employees shall not count in any computation towards the PERS retirement program provided for in this section.

#### **Section 5. Life Insurance:**

City shall provide a life insurance policy of \$50,000 for each Police employee.

### **ARTICLE VI. POLICE BENEFITS**

#### **Section 1. Mileage Reimbursement:**

- A. Employees who, at City request, use private vehicles on City business shall be reimbursed for mileage at the current Federal GSA rate per mile. Prior approval from the department head must be obtained.

#### **Section 2. Tuition Reimbursement Program:**

- A. All full-time personnel are eligible to participate in the City's tuition reimbursement program.
- B. Employees must obtain his/her department head's approval prior to taking a requested course. This approval must be obtained in writing prior to starting the course.
- C. Each course approval is contingent upon there being a relationship between course and/or degree and the employee's present or reasonable anticipated

duties. The department head shall determine whether such a relationship exists.

- D. Once the department head's approval is obtained the request will be forwarded to the City manager for final approval. Upon successful completion of the class, (grade "B-" or better) the employee shall provide the finance department with a copy of the grade report and all receipts and cancelled checks relating to the tuition expenses incurred. Once all necessary information is received by finance, the finance department will make the appropriate payment.
- E. Reimbursement will not exceed the per unit cost for an equivalent class taken at a state college/university subject to a maximum reimbursement in any one fiscal year of \$2,000 per employee.
- F. Employees that terminate employment with City, voluntarily or involuntarily prior to five years after completing a course that they received a tuition reimbursement, shall be responsible to pay back to City a portion of the reimbursement received. For each month worked after the reimbursed course is completed, employee shall be forgiven 2.78% of the reimbursement.

### **Section 3. Bilingual Pay:**

- A. Effective July 1, 2021, any new eligible employees shall receive \$100 a month for fluency in conversational and written Spanish. Such fluency shall be determined through a competency examination developed and administered by City.
- B. Any employees receiving bilingual pay prior to July 1, 2021, shall have their 3.5% incentive pay converted to their equivalent dollar amount as of June 30, 2021. These employees shall receive the converted fixed amount going forward regardless of changes to salary.

### **Section 4. Long Term Disability and Life Insurance:**

All full-time employees are provided with long-term disability and life insurance coverage.

### **Section 5. Union Membership:**

With the written authorization of the employee City will forward to those recognized employee organizations or if a fair share payment, those payments directed by the employee out of their payroll check.

### **Section 6. Vehicle Take-Home Program:**

The following positions shall be allowed to take home City vehicles pursuant to those policies adopted by their respective departments: all Police Officers that live within 25 miles of the Farmersville Police Department Headquarters, Sergeants, K-9 Officer, or those personnel with prior approval on a case-by-case basis.

**Section 7. Incentive Pay:**

- A. City shall provide 5% above the employee's normal hourly or monthly rate for the period in which they are acting as a Field Training Officer of a full-time Farmersville sworn Police Officer.
- B. City shall provide 5% above the employee's normal hourly or monthly rate for the period in which they are acting as a K-9 Unit Police Officer.
- C. City shall provide 5% above the employees normal hourly or monthly rate for the period in which they are acting as a Detective of a full-time Farmersville sworn Police Officer.
- D. City shall provide \$120 per pay period for authorized employees who obtain certification to operate the Unmanned Aerial Vehicle (UAV) drone from the Federal Aviation Administration (FAA).
  - The Certification pay is dependent upon successful recertification as required by FAA regulations (each 24 months) to maintain aeronautical knowledge recency and must be proved by submitting the appropriate documentation for their personnel file.
  - This incentive will not be stacked with any other incentive.

**Section 8. Educational Incentive Pay:**

- A. City shall provide 3% above the employee's normal hourly or monthly rate if employee possesses an Associates of Arts degree from an accredited institution of learning or an Intermediate POST certificate.
- B. City shall provide 6% above the employee's normal hourly or monthly rate if employee possesses a Bachelor of Arts or Bachelor of Science degree from an accredited institution of learning or an Advanced POST certificate.
- C. It shall be the employee's responsibility to submit a request in writing along with verifying documentation in order to receive the above-described incentive pay and must be approved by the employees' Department Head and the City Manager.

**Section 9. Deferred Compensation:**

If an employee elects to participate in a voluntary deferred compensation retirement program, the City shall match each dollar contributed by employee up to four percent 4% of employee's reoccurring pay.

**Section 10. Longevity Pay:**

After an employee has worked for the City for at least ten years, the employee shall be entitled to Longevity Pay. Longevity Pay shall equal 5% of employee's base salary and shall only be awarded pending the following two conditions: Employee is on the top

step of his/her job classification scale and the employee has received a satisfactory rating in his/her most recent annual performance evaluation. An additional 5% shall be paid in the event the employee has worked for at least 20 years and the same conditions above exist.

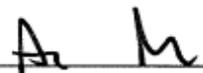
**Section 11. Healthy Living Pay:**

The City shall provide employees with an annual \$180 healthy living incentive to maintain their health and wellness payable in two payments, one in December and one in June.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on this 17<sup>th</sup> day of June 2024.

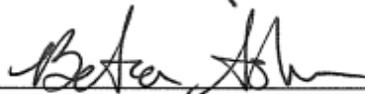
POLICE OFFICERS ASSOCIATION

BY:   
Luis Frausto, Police Sergeant

BY:   
Anessa Mora, Police Officer

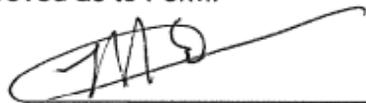
CITY OF FARMERSVILLE

BY:   
City Manager

Attest:   
~~Rochelle Giovani, City Clerk~~

Betina Ashoori, Deputy City Clerk

Approved as to Form:

  
Michael Schulte, City Attorney