ACTION FORM
BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING:	February 11, 2014	**DATE SUBMITTED:**	January 29, 2014
DEPARTMENT OF ORIGIN:	Water Services	**SUBMITTED BY:**	Jayson E. Barfknecht

MEETING TYPE:	**CLASSIFICATION:**	**ORDINANCE:**	**STRATEGIC INITIATIVE:**
☐ **BCD**	☐ **PUBLIC HEARING**	☐ **1ST READING**	☒ **PUBLIC SAFETY**
☐ **SPECIAL**	☐ **CONSENT**	☒ **2ND READING**	☒ **SERVICE**
☒ **REGULAR**	☒ **STATUTORY**		☒ **ECONOMIC DEVELOP.**
☐ **WORKSHOP**	☐ **REGULAR**		☒ **INFRASTRUCTURE**
			☒ **QUALITY OF LIFE**

AGENDA ITEM DESCRIPTION: Consider amending Chapter 78 "Natural Resources" of the City of Bryan Code of Ordinances by adding "Article II, Seismic Testing" establishing procedures for performing seismic testing within the City.

SUMMARY STATEMENT: Water Services respectfully requests City Council to amend Chapter 78 "Natural Resources" of the City of Bryan Code of Ordinances establishing criteria and standard conditions for performance of seismic testing within the City. The intention of Chapter 78 is to address drilling and operation of oil and gas wells. Seismic testing is not clearly distinguished in the ordinance. Amending Chapter 78 to include a new article focusing solely on seismic testing remedies existing shortfalls in staff's ability to uphold ordinance requirements for seismic testing.

The proposed ordinance establishes a permitting procedure for seismic testing of public and private land within the City. Staff will review each application and make recommendation where needed to minimize risk to public utilities, private property, and community impact, if concerns are identified. Minimum requirements for each application include: payment of an application fee, securement of insurance and securities, submission of various plans describing the work area and traffic control, and a seismic survey lease agreement form executed by the applicant. The permit will grant the applicant approval for performing seismic testing and the seismic survey license agreement will allow the applicant access to the public right-of-way for testing.

Execution of the license agreement by the City must be completed prior to permit issuance. Execution of the license agreement will be made by the City Manager or his designee. An example license agreement addressing seismic testing is attached with this Council Action Form (CAF). Fees associated with seismic testing will be governed by resolution of the City Council and is covered with a separate CAF.

STAFF ANALYSIS AND RECOMMENDATION: Staff recommends City Council amend Chapter 78 “Natural Resources” of the City of Bryan Code of Ordinances by adding “Article II, Seismic Testing” establishing a permitting procedure for seismic testing of public and private land within the City. Amending Chapter 78 to include a new article focusing solely on seismic testing remedies existing shortfalls in staff's ability to uphold ordinance requirements for seismic testing. Approval of the proposed changes establishes a process allowing seismic testing to be performed within the City while minimizing risk to public property, private property, and impact to the community.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the ordinance change.
2. Modify the proposed ordinance and then consider adopting it, which may require consideration at a future City Council meeting.
3. Do not approve the ordinance change and provide direction.

ATTACHMENTS: 1. Chapter 78 “Natural Resources” 2. Example seismic survey license agreement
FUNDING SOURCE: N/A
APPROVALS: Jayson E. Barfknecht 01/29/14; Hugh R. Walker, 01/29/2014
APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 02-03-2014
APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton, 02-03-2014

Revised 04/2013

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BRYAN AMENDING CHAPTER 78 "NATURAL RESOURCES" OF THE CITY CODE AND ADDING ARTICLE II "SEISMIC TESTING"; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; PROVIDING FOR PUBLICATION IN THE NEWSPAPER; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE IS PASSED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bryan ("City") is a Texas home rule city in Brazos County, Texas; and

WHEREAS, the City is empowered by state law and the City of Bryan Charter to exercise authority over the public streets, sidewalks, easements, and other rights of way within the City; and

WHEREAS, there has been an increase in activity related to the exploration for, and extraction of, oil, gas, and other minerals within the City, and as a result the City is receiving requests from companies that conduct seismic testing to utilize the City's streets and rights of way to conduct their testing; and

WHEREAS, the City Council finds that it is in the best interests of the City to allow seismic testing to occur so that the exploration for oil, gas, and other minerals can be done in the least intrusive and most efficient manner; and

WHEREAS, the City Council further finds that it is in the best interests of the City to ensure that seismic testing is done in a manner that does not damage City or private property or create hazards to public health and safety; and

WHEREAS, the City Council determines that it is necessary and proper to require all seismic testing within the City limits to be reviewed and approved by the City prior to commencement of the testing;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRYAN, TEXAS:

1.

Chapter 78 "Natural Resources"; Article I "Oil and Gas Wells"; Division 1 "Generally" is amended to add the following definitions:

Sec. 78-2. Definitions.
Exploration means geological or geophysical activities, ~~including~~ excluding seismic surveys, related to the search for oil, gas, or other subsurface hydrocarbons related to a specific operation site or oil well.

Seismic Survey means the geologic or geophysical activities necessary to determine the potential location of subterranean mineral deposits within the city using vibroseis equipment.

2.

Chapter 78 "Natural Resources"; Article I "Oil and Gas Wells"; Division 2 "Oil and Gas Well Permits" Sec. 78-11(d) is amended as follows:

(d) Any person who intends to drill, re-work or re-drill a permitted well using a drilling rig, to fracture stimulate a permitted well after initial completion, or to conduct ~~seismic surveys or other~~ exploration activities must give written notice to the oil and gas inspector no less than 15 business days before the activities begin. The notice must identify where the activities will be conducted and must describe the activities in detail, including ~~whether explosive charges will be used,~~ the duration of the activities and the time the activities will be conducted. The notice must also provide the address and 24-hour phone number of the person conducting the activities. A sign will also be posted on the property giving the public notice of the activities, including the name, address and 24-hour phone number of the person conducting the activities. The sign must be located within ten feet of the property line bordering a public highway, street, or road and must be constructed of durable material, maintained in good condition and have a surface area of not less than two square feet nor more than four square feet. Lettering must not be less than three inches in height and block print, in a solid color that contrasts with the background.

3.

Chapter 78 "Natural Resources"; Article I "Oil and Gas Wells"; Division 6 "Penalty" is amended to add the following "Sec. 78-47 – 78-49 Reserved."

4.

Chapter 78 "Natural Resources" is amended to add Article II "Seismic Testing" which shall read as follows:

Sec. 78-50 Seismic Survey Permit.

A. A permit shall be required for all seismic surveys performed on any property, public or private, within the City.

B. To obtain a permit, the Operator must submit an application to the City, must pay the application fee as established by resolution of the City Council, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee is authorized to enter into a License Agreement on behalf of the City.

C. The term of the permit shall be for a period of one year.

D. It is a violation of this ordinance to conduct a seismic survey in the City without a valid, existing Permit and License Agreement with the City.

Sec. 78-51. Permit Application.

The application for a permit will require the following information to be provided by the Operator:

A. Name and address of the Operator. If the Operator is a corporation, the state of incorporation. If the Operator is a limited partnership, the name and address of the general partner(s).
B. Name, address, telephone number, and email address of two individuals who will be the 24-hour emergency contact for the City.
C. Name, address, telephone number, and email address of a point of contact for members of the public and/or media.
D. Seismic Project Route Plan Sheets on 24x36 tax maps that identify all utilities, streets, properties, the route to be taken by the vibroseis equipment, the location of source points, and the location of receiver points.
E. Traffic Control Plan in compliance with the Texas Manual on Uniform Traffic Control Devices.
F. A video showing the condition of the roads to be used by the vibroseis equipment of sufficient quality to show any existing damage or flaws.

G. A list of the type, weight, and specifications of the vibroseis equipment and/or vehicles to be used in the seismic survey.
H. A certificate of insurance evidencing the insurance required under the License Agreement which names the City as an additional insured.
I. A security instrument that secures the Operator's obligations to repair any damage caused by the seismic survey to city streets, sidewalks, rights of way, easements, water/sewer infrastructure, or other public property or infrastructure.

Sec. 78-52. Violations.

A. It is a violation of this ordinance to conduct surveys:
    1. using pentolite, dynamite, or any other type of explosive;
    2. that exceed the particle velocity or frequency allowed pursuant to the License Agreement;
    3. using public streets, sidewalks, or drainage ditches for receiver points and/or using other public property for receiver points without permission from the City; or
    4. in violation of any of the terms or conditions of the License Agreement.

B. This ordinance may be enforced by appropriate civil court action in accordance with state or federal law, including but not limited to seeking an injunction pursuant to Tex. Loc. Gov't Code Ann. Chapter 54. This is in addition to any other remedies at law or in equity available to the City pursuant to agreements, insurance policies, or security provided as required by this ordinance.

C. Any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, be subject to a fine not exceeding $2,000.00 for each offense. Each day, or part thereof, that the violation continues shall constitute a separate offense.

5.

The Bryan City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

6.

If any section, paragraph, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

7.

It is hereby found and determined that the meetings at which this ordinance was passed were open to the public, as required by Section 551.001, *et seq.*, of the Texas Government Code, and that advance public notice of the time, place and purpose of said meetings was given, pursuant to all applicable law.

8.

It is the intention of the City Council that this ordinance shall become a part of the Bryan City Code and it may be renumbered and codified therein accordingly.

9.

That the City Secretary is directed to publish this ordinance in a newspaper of general circulation in the City of Bryan in compliance with the provisions of the City Charter, which publication shall be sufficient if it contains the title of this ordinance, the penalty provided therein for violation thereof, and the effective date of the ordinance.

10.

This ordinance shall take effect from and after its final passage and publication as required by law. The effective date of this Ordinance will be _____.

PRESENTED AND GIVEN first reading the 11th day of February, 2014, at a regular meeting of the City Council of the City of Bryan, Texas; and given second reading, passed and approved on the 25th day of February, 2014, by a vote of ____ ayes and ____ noes at a regular meeting of the City Council of the City of Bryan, Texas.

ATTEST:

_____
Mary Lynne Stratta, City Secretary

CITY OF BRYAN:

_____
Jason P. Bienski, Mayor

APPROVED AS TO FORM:

_____
Janis K. Hampton, City Attorney

STATE OF TEXAS §

COUNTY OF BRAZOS §

SEISMIC SURVEY LICENSE AGREEMENT

This non-exclusive License Agreement for temporary seismic survey operations is made and entered into this ___ day of _____ 20__ by and between the City of Bryan, Texas ("City") a home rule municipal corporation and _____, ("Licensee") a _____ duly formed and operating pursuant to the laws of the State of Texas.

WHEREAS, Licensee desires to conduct seismic surveys upon public and private property, and easements, for evaluation related to the exploration and mining of oil and natural gas; and

WHEREAS, Licensee will obtain or has obtained a seismic survey permit in accordance with Chapter 78 "Natural Resources" of the City of Bryan Code of Ordinances and will obtain or has obtained consent from all private property owners whose property will be used as receiver points or source points for seismic testing; and

WHEREAS, Licensee desires to obtain a Seismic Survey License from the City in order to conduct seismic survey operations within the City and to use City property, easements, and rights of way in furtherance of same.

NOW THEREFORE in consideration of the mutual covenants contained herein the City and Licensee agree as follows:

1. Non-exclusive License

City grants to Licensee a revocable, non-exclusive seismic survey license. A specific License is required for each survey and the License is not assignable. The Licensee is granted the privilege to construct, deconstruct, repair, operate, and maintain seismic survey equipment on public property, easements, and rights of way

2. Term

This license is valid for one (1) year beginning on the date of approval of this License by the City, and all energy source operations shall be completed within said term. Once operations have commenced, in the event Licensee is rendered unable, wholly or in part, by circumstances beyond the Licensee's control, to complete operations within the remaining term of the License, then the time for completion may be extended, at the sole discretion of the Public Works Director or his designee, for a period of time not to exceed six (6) months, upon written request by the applicant setting forth full particulars of the circumstances causing the delay which were not within the control of the applicant and which the applicant could not have avoided by the exercise of due diligence and care.

3. Special Conditions

Licensee's operations shall be conducted in accordance with the highest industry standards and practices and in a prudent and careful manner. Licensee further agrees to comply with the following minimum conditions:

a. Licensee will notify the Public Works Director or his designee, by calling the Public Works Call Center at (979) 209-5900 at least three (3) days before commencement of testing operations (i.e.

use of vibroseis equipment). Licensee will provide the City with the name, address, email address, and telephone number of at least two (2) individuals who will be a 24-hour emergency contact for the City.

b. Vibroseis equipment will be used to provide the source signal. Pentolite, dynamite, or any other type of explosive is prohibited.
c. In order to protect public utility infrastructure, as well as private property, vibroseis equipment vibration level or peak particle velocity will not exceed 0.35 inches per second and the frequency shall not exceed 90 hertz.
d. At each source point, vibroseis equipment will be set back a minimum of three (3) feet from any water or sanitary sewer improvements.
e. Receivers, e.g. geophones, may not be placed in City owned streets, sidewalks, or drainage culverts. The Public Works Director or his designee, must approve of the specific location for each receiver placed on other City owned property (e.g. parkland, utility easements, other City facilities).
f. The seismic survey must be conducted in substantial compliance with the Seismic Project Route Plan Sheets, submitted with the application for this License Agreement, on 24x36 tax maps that identify all utilities, streets, properties, the route to be taken by the vibroseis equipment, the location of source points, and the location of receiver points. The City will assist with the identification of City owned utilities.
g. All seismic survey operations shall be limited to the areas determined by the Seismic Project Route Plan Sheets.
h. The Licensee shall receive prior approval from the Public Works Director or his designee, before any variance from the Seismic Project Plan Sheet is made. The Licensee shall provide at three (3) days notification allowing consideration and response for each request.
i. Signs, barricades, and flagmen (and/or off duty peace officers) must be maintained as necessary to protect the traveling public in accordance with City and state standards, including the Texas Manual on Uniform Traffic Control Devices. The operations shall not unreasonably interfere with the flow of traffic. All equipment shall be operated on one side of a street or road only, at any given time, and must be as far from the shoulder as practical. Licensee shall comply with the traffic control plan submitted to the City, identifying routes of source points as well as the dates and times that testing will be conducted. The City may require modification of the dates and times of testing to reduce or eliminate interference with schools, interference with public events, or traffic congestion.
j. Licensee shall provide the City with a list of the types, weight, and specifications of vehicles to be used in the seismic survey.
k. The Licensee shall be responsible to obtain permission, as required by law, from property owners before entering upon or crossing private property. The Licensee must obtain written permission from all private property owners whose property is used for receiver or source points.
l. Before conducting the seismic survey, Licensee shall make a video showing the condition of the City streets, roads, and other City owned property along the route of source points. The video must be of a sufficient quality so as to identify any pre-existing conditions. If the City discovers new damage to public rights of way, or other infrastructure, there is a rebuttable presumption that the damage was caused by the seismic survey unless the video or other evidence establishes otherwise. As soon as practical following the conduct of the seismic survey, Licensee shall make another video showing the condition of the City streets, roads, and other City owned property along the same route. Licensee shall make a written report to City concerning whether any property damages have been caused by the seismic survey, and if so, shall include a detailed description of the damage, including the location and the date the damage occurred. The videos will be included with the report.
m. The Licensee shall maintain a daily log of energy source tests showing date, location, energy source used, drive level, operator, and all other related information including seismic and pre- and

post-test survey. A copy of the log and survey covering the entire test area, within City limits, will be provided to the City no later than thirty (30) days after testing is complete.

n. The Licensee shall place newspaper advertisements in the official newspaper of the City of not less than three (3) inches by four (4) inches explaining the work to be performed, the location of the proposed work, and a toll-free telephone number where residents may call for more information. Said advertisements shall be placed continuously during the two-week period immediately before actual operations commence in the testing area. The toll-free telephone number provided by the applicant shall be answered during hours of operation while work is ongoing in the City, and an answering machine shall be installed to receive after-hour calls. The City shall review and approve the advertisement prior to publication by the Licensee. Advertisement cost will be at the expense of the Licensee. Licensee shall also provide the City with a name, address, email address, and telephone number of a point of contact for the public and the media.

o. During or at the close of operations, Licensee shall restore all City streets, roads, sidewalks, public infrastructure, or other property to their original condition, free from any damage include any ruts or injury to vegetation. Licensee shall repair, or compensate the City for the cost of repairing, any City streets, roads, water lines, sanitary sewer infrastructure, or other public infrastructure damaged by Licensee in the course of the seismic survey. All debris and flagging generated in connection with the seismic survey shall be removed by Licensee as quickly as reasonably possible and damage to City infrastructure shall be repaired, if reasonably practicable, prior to any further seismic testing. Any costs incurred by the City, including the cost of the time spent by City employees, relating to damage caused by the seismic survey shall be paid by Licensee within thirty (30) days of invoice or drawn from the security instrument required by this License Agreement.

p. Wet weather, flood, or soil conditions may prohibit access to public property by Licensee. The City's Public Works Director may temporarily halt seismic survey operations when conditions so require. The City's Public Works Director may require the installation of erosion control measures if the Licensee disturbs the existing condition of public property. Licensee may not track mud or debris onto City streets, sidewalks, or rights of way and the City may require the Licensee to clean up after Licensee's violation of this provision.

q. Cutting or clearing on public property is prohibited.

r. Water holding facilities, dams, levees, water control structures, creeks, sloughs, tanks, or springs may not be disturbed or altered.

s. The City may require reasonable alternatives to disturbance in high resource value areas. All precautions, including consultation with the Public Works Director, shall be taken to avoid disturbance of fish, wildlife, or critical plant resources during seismic survey operations. Particular caution shall be taken to avoid and protect sensitive habitats, such as wetlands and bottomland hardwoods. Activities affecting these species and habitats may require coordination with other state and federal agencies.

t. The applicant shall notify the City's Public Works Director or designee, within three (3) business days after the occurrence of any violation of these permit requirements.

4. Indemnification

LICENSEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, CONTRACTS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE CITY AND THE CITY'S DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE COSTS OF DEFENSE, SUCH AS FEES AND CHARGES

OF ATTORNEYS, INCLUDING THE TIME OF CITY ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY THE CITY WHICH MIGHT IN ANY WAY ARISE OUT OF LICENSEE'S, OR ITS SUCCESSORS OR ASSIGNS, OPERATIONS RELATED TO THIS LICENSE AGREEMENT.

5. Insurance and Security

a. Licensee will provide insurance as required by the City's Oil and Gas Ordinance. Control of Well and Environmental Pollution Liability insurance will not be required. Prior to conducting the seismic survey, Licensee will deliver to the City a certificate of insurance evidencing the insurance and naming the City as an additional insured.
b. Licensee shall provide a security instrument that secures Licensee's obligations under this License Agreement including the obligation to repair or compensate the City for the cost of repairing damage to City streets, sidewalks, rights of way, easements, water/sanitary sewer infrastructure, or other public property or infrastructure caused by Licensee in the course of conducting the seismic survey. The security instrument may be in the form of cash, an irrevocable letter of credit, or a bond issued by a bank or surety approved by the City. A certificate of deposit may be substituted for the letter of credit or bond. Any certificate shall be issued by a bank approved by the City, payable to the order of the City to secure the obligations described above, and shall be pledged to the bank with evidence of delivery provided to the City. Interest on the certificate shall be payable to Licensee. The amount of the security instrument shall be one hundred thousand dollars ($100,000.00). If in the reasonable determination of the City's Public Works Director the cost of repairing damage to City infrastructure exceeds the amount of such security, the Director may suspend the license and halt Licensee's seismic survey operations until Licensee increases the amount of security to cover full amount of any current or reasonably anticipated future damages. The security shall not be released until the Director determines that any damage caused by Licensee has been satisfactorily repaired and/or paid for.

6. No Waiver

Nothing in this License Agreement is intended or should be construed as absolving Licensee of any legal claim for damage City may be entitled to assert resulting from negligence or wrongful conduct of Licensee, or its agents, employees, subcontractors. No express or implied waiver of any claim is intended.

7. Miscellaneous

a. Ownership. The City makes no warranty as to ownership of either the mineral estate or the surface estate for the locations used for surveys. Licensee assumes all responsibility for determining and acquiring permission to conduct its operations from the necessary parties.
b. Compliance with Law. Licensee shall comply with all federal, state, and local laws, rules, or regulations with are applicable to its seismic survey operations.
c. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
d. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the

parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

e. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.

f. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.

g. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

h. No Waiver. City's failure to take action to enforce this Agreement in the event of Licensee's default or breach of any covenant, condition, or stipulation herein on one occasion shall not be treated as a waiver and shall not prevent City from taking action to enforce this Agreement on subsequent occasions.

i. Notices. City and Licensee hereby designate the following individuals to receive any notices required to be submitted pursuant to the terms of this Agreement:

CITY	**LICENSEE**
City of Bryan, City Manager	_____
P.O. Box 1000	_____
Bryan, Texas 77805-1000	_____

j. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

k. Incorporation of Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

l. Headings. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs.

m. Gender and Number. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise

CITY OF BRYAN, TEXAS

_____

Kean Register, City Manager

LICENSEE

_____

Signature

_____

Print Name Title

APPROVED AS TO FORM:

_____

Janis K. Hampton, City Attorney