

7/01/09

**CITY OF ANAHEIM
HEALTH SAVINGS
AND REIMBURSEMENT
PLAN**

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ARTICLE I. NAME

This Instrument made and published by the City of Anaheim (hereinafter called "Employer") on the 1st day of July, 2002, creates the City of Anaheim Retirement Health Savings Plan. The amendment and restatement of the Plan is effective July 1, 2009.

1.01 Establishment of Plan

The Employer hereby amends and restates the Retirement Health Savings Plan and Trust effective as of the 1st day of July 2009. However, the terms of this Plan Document may be supplemented by one or more "Adoption Agreements" established by the Employer in conjunction with this Plan.

1.02 Purpose

This Plan has been established to allow certain former employees of the City, and their eligible spouses and dependents, to be reimbursed in limited amounts for the cost of certain medical expenses incurred by them through an Integral Part Trust as provided in Section 4.01.

ARTICLE II. DEFINITIONS

The following words and phrases as used herein shall have the following meanings for the purpose of this Plan, unless a different meaning is plainly required by the context:

2.01 Account Balance: The bookkeeping account maintained on behalf of a Participant pursuant to Section 3.01.

2.02 Benefits: Any amounts paid to reimburse a Covered Person for Eligible Medical Expenses incurred by such person.

2.03 Claims Administrator: The Claims Administrator appointed by the Provider(s) with the consent of the Plan Administrator or a Claims Administrator appointed by the Plan Administrator.

2.04 Code: The Internal Revenue Code of 1986, as amended. Reference to a section of the Code shall include such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

2.05 Covered Dependent: A Dependent of a Covered Participant and a person who is a Covered Dependent of a Participant at the date of the Covered Participant's death.

2.06 Covered Participant: A Participant who is either:

- (a) a former Employee; or

(b) an Employee who has become totally and permanently disabled, as determined by CALPERS, and continues to be totally and permanently disabled, as determined by CALPERS.

2.07 Covered Person: A Covered Participant, a Covered Spouse and a Covered Dependent(s).

2.08 Covered Spouse: The Spouse of a Covered Participant and a person who was the Spouse of a Participant at the time of the Participant's death.

2.09 Deferred Compensation Committee: The Committee, consisting of the Plan Administrator, as Chairperson; the City Manager or his appointee; the Finance Director or his appointee; the City Treasurer or his appointee; two (2) Participating Employees and one (1) Rotating Department Employee Representative.

2.10 Dependent: Any individual who is a dependent of a Participant within the meaning of Code Section 105(b) and Code Sections 152.

2.11 Disability: The substantial permanent inability of a Participant to engage in his usual occupation by reason of a medically determinable physical or mental impairment as determined by the Employer or by the Public Employees' Retirement System, on the basis of advice from a physician or physicians.

2.12 Eligible Employee: Any Employee who meets the eligibility requirements for the Plan that are outlined in the Employer's Personnel Rule 23.7 Retirement Health Saving Plan, as amended and/or Letters of Understanding and/or Memorandums of Understanding with the collective bargaining representative for such Employee.

2.13 Eligible Medical Expenses: Under the terms of this Plan, "Eligible Medical Expenses" that are (i) incurred by a Covered Person, and (ii) described in Section 213(d) of the Code; provided, however, that notwithstanding the foregoing, with respect to a Covered Person who, at the time of retirement or other termination of employment is not included in a unit of employees that is covered by a collective bargaining agreement, the term "Eligible Medical Expenses" shall be limited to the Eligible Premium Payments of a Covered Person.

2.14 Eligible Premium Payments: An amount that is described in Section 213(d) of the Code, and that is a premium paid or payable by a Covered Person for coverage of Covered Persons including, but not limited to, Medical insurance premiums, Medicare Part B insurance premiums, Medicare Part D insurance premiums, Medicare Supplemental insurance premiums, Prescription Drug insurance premiums, COBRA insurance premiums, Dental insurance premiums, Vision insurance premiums, and Qualified Long-Term Care insurance premiums, permitted under Section 213(d) of the Code, as amended.

2.15 Employee: Each natural person, whether appointed or elected, who is employed by the Employer as a common law employee, excluding any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

2.16 Employer: The City of Anaheim.

2.17 Forfeitures: Any unused amounts that remain in the Account of Participant, as provided for in Section 3.01(b), Section 9.04 or that otherwise arise under Section 4.02 or other the provisions of this Plan.

2.18 Participant: As described in Article III.

2.19 Participating Employee: An appointed member to the Deferred Compensation Committee. The Participating Employee must submit an Application for Appointment to the Committee. The Committee will select the Participating Employee. The Participating Employee must be a full-time employee with the City of Anaheim. This member shall serve a two (2) year term.

2.20 Participating Employee (Rotating Department Employee Representative): The Rotating Department Representative will be selected from Departments in the order of staff size. Any Department may choose to pass or not participate. The respective Department Head shall select the Department Representative. The Department Representative must be a full-time employee with the City of Anaheim. This member shall serve a two (2) year term.

2.21 Plan Administrator: The Human Resources Director shall serve as Plan Administrator unless another person or entity is designated by the City Council.

2.22 Plan Year: The calendar year.

2.23 Provider: An institution providing investments or deposit vehicles.

2.24 Spouse: A person who satisfies both of the following requirements: (i) the person is the Participant's lawful spouse as determined under the laws of the state in which the Participant has his or her primary place of residence, and (ii) the person is considered to be the Participant's spouse for purposes of Code Section 105(b).

2.25 Sub-Committee: A subdivision of the Committee and shall be less than a quorum of the Committee.

2.26 Valuation Date: Each business day.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

ARTICLE III. PARTICIPATION

3.01 Participation

- (a) Each Eligible Employee shall become a Participant in this Plan at the time that a credit is made to the Account of such person under this Plan. A Participant's participation in the Plan shall cease at the earliest of (i) the date that the

Participant's Account balance is either exhausted or forfeited, or (ii) the date of the Participant's death.

- (b) Upon the death of the Participant, the Account may be used by any persons who are, at the date of the Participant's death, either the Covered Spouse or a Covered Dependent who is a Dependent of the Participant. The Account may be used by any of such persons until such time as the amounts credited to the Account are exhausted. If there are no persons described in this paragraph (b), or all persons described in this paragraph (b) die before the amount credited to the deceased Participant's Account is exhausted, the balance in the Account shall be a Forfeiture. All Forfeitures shall either be expended for the payment of Plan expenses or allocated to the Accounts other Participants in accordance with Section 6.09 of the Plan.

ARTICLE IV. PLAN FUNDING

4.01 Integral Part Trust

This Plan shall be funded solely through the "Integral Part Trust" that was established in conjunction with the adoption of this Plan. The Employer shall make contributions to the Trust as is required under any applicable City policies established for non-bargaining unit employees, including, without limitation, Personnel Rules 23.7 Retirement Health Saving Plan and 33 Post Retirement Medical Benefits, and the terms of any applicable collective bargaining agreements, as amended.

4.02 Retirement Health Savings Plan Accounts

A separate Retirement Health Savings Plan Account shall be established for each Plan Participant. As is provided in the Trust, any applicable City policies and the terms of any applicable collective bargaining agreements:

- (a) The Account of a Participant shall be credited for certain amounts of Employer contributions and other contributions that are made to the Trust on behalf of a Participant,
- (b) such Account may be subdivided into sub-accounts that are designed to track one or more types of contributions that are being made to the Plan on behalf of a Participant, and
- (c) all or some of the sub-accounts of the Participant may be subject to forfeiture upon a Participant's termination of employment or other circumstances.

Accounts shall be maintained only for purposes of bookkeeping under this Plan and its related Integral Part Trust; and the Employer shall not be required by the terms of this Plan and such

trust to maintain on its books for any Participant or other Covered Person an account or accounts with respect to this Plan.

The account of a Participant shall be debited whenever the Plan reimburses the Participant or a Covered Person associated with such Participant for the Eligible Medical Expenses of such persons. When a Participant terminates employment, any portion of the Account that is not nonforfeitable shall be forfeited. Accordingly, the forfeited amount shall be deducted from the Participant's Account; and any assets of the Trust attributable to such forfeited amounts shall either be expended for the payment of Plan expenses or allocated to the Accounts other Participants in accordance with Section 6.09 of the Plan.

ARTICLE V. PAYMENT OF BENEFITS

5.01 Eligibility for Benefits

Each Covered Person shall be entitled to reimbursement for his documented Eligible Medical Expenses in an amount not to exceed the nonforfeitable Account balance of the Participant (or deceased Participant).

5.02 Claims for Benefits

No benefit shall be paid hereunder unless a Participant has first submitted a claim for benefits to the Claims Administrator in the manner specified by the Claims Administrator or Provider, and pursuant to the procedures set out in Article VI, below. Upon receipt of a properly documented claim, the Claims Administrator shall pay the Participant the benefits provided under this Plan as soon as is administratively feasible.

ARTICLE VI. PLAN ADMINISTRATION

6.01 Allocation of Authority

The Plan Administrator shall control and manage the operation and Administration of the Plan. The Employer shall have the exclusive right to interpret the Plan and to decide all matters arising thereunder, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Employer with respect to any matter hereunder shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Employer shall have the following powers and duties:

- (a) To decide on questions concerning the Plan and the eligibility of any Employee to participate in the Plan, in accordance with the provisions of the Plan;
- (b) To determine the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; to inform the Claims Administrator, as appropriate, of the amount of such Benefits; and to provide a full and fair

review to any Participant whose claim for benefits has been denied in whole or in part; and

- (c) To designate other persons to carry out any duty or power which would otherwise be a responsibility of the Plan Administrator, under the terms of the Plan.
- (d) To require any person to furnish such reasonable information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
- (e) To make and enforce such rules and regulations and prescribe the use of such forms as he shall deem necessary for the efficient administration of the Plan.

6.02 Provision for Third-Party Plan Service Providers

The Provider, subject to approval of the Plan Administrator, may employ the services of such persons as it may deem necessary or desirable in connection with operation of the Plan. The Plan Administrator, the Employer (and any person to whom it may delegate any duty or power in connection with the administration of the Plan), its Employees or Agents, the Trustees and all persons connected therewith may rely upon all tables, valuations, certificates, reports and opinions furnished by any duly appointed actuary, accountant, (including Employees who are actuaries or accountants), consultant, third party administration service provider, legal counsel, or other specialist, and they shall be fully protected in respect to any action taken or permitted in good faith in reliance thereon. All actions so taken or permitted shall be conclusive and binding as to all persons.

6.03 Several Fiduciary Liability

To the extent permitted by law, neither the Plan Administrator, the Trustees, Employees or Agents of the Employer shall incur any liability for any acts or for failure to act except for his own willful misconduct or willful breach of this Plan.

6.04 Compensation of Plan Administrator

Unless otherwise agreed to by the Employer, the Plan Administrator shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred in the performance of his duties shall be paid by the Employer.

6.05 Bonding

Unless otherwise determined by the Employer, or unless required by any Federal or State law, the Plan Administrator shall not be required to give any bond or other security in any jurisdiction in connection with the administration of this Plan.

6.06 Payment of Administrative Expenses

All reasonable expenses incurred in administering the Plan shall be paid by the Employer, provided, however that the Account of each Participant shall be debited for the cost (if any) charged by the Provider or Claims Administrator for maintenance of his Benefit Account unless otherwise paid by the Employer.

6.07 Timeliness of Payments

Subject to Section 7.01, payments shall be made as soon as administratively feasible but no longer than 30 calendar days after the required forms and documentation have been received by the Claims Administrator.

6.08 Statements

The Provider and/or Claims Administrator shall furnish each Participant with a quarterly statement of his Account Balance within fifteen (15) days after the close of each quarter.

6.09 Forfeitures

All Forfeitures shall either be expended for the payment of Plan expenses or allocated to the Accounts other Participants in accordance with the provisions of this Section.

- (a) If a Forfeiture is attributable to the Account of a Participant who, at the time of retirement or other termination of employment, was not included in a unit of employees that was covered by a collective bargaining agreement, the Forfeiture shall be used for the payment of Plan expenses unless, at the time of the Forfeiture, any applicable City policies established for non-bargaining unit employees, including without limitation, Personnel Rules 23.7 - Retirement Health Saving Plan and 33 - Post Retirement Medical Benefits, provide for an allocation of the Forfeiture to the Accounts of some or all of the other Plan Participants.
- (b) If a Forfeiture is attributable to the Account of a Participant who, at the time of retirement or other termination of employment, was included in a unit of employees that was covered by a collective bargaining agreement, the Forfeiture shall be used for the payment of Plan expenses unless, at the time of the Forfeiture, the provisions of a collective bargaining agreement that covers the employees who are employed within the unit of employees that previously employed the Participant provide for an allocation of the Forfeiture to the Accounts of some or all of the other Plan Participants.

ARTICLE VII. CLAIMS PROCEDURE

7.01 Procedure if Benefits are Denied Under the Plan

Any Covered Person or his duly authorized representative may file a claim for a plan benefit to which the claimant believes that he is entitled. Such a claim must be filed in the manner specified by the Claims Administrator and delivered to the Claims Administrator, in person, electronically, or by mail, postage paid. Within thirty (30) days after receipt of such claim, the Claims Administrator shall send to the claimant, by mail, postage prepaid, notice of the granting or denying, in whole or in part, of such claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial period. If such extension is necessary, the claimant will be given a written notice to this effect prior to the expiration of the initial 30-day period. The Claims Administrator shall have full discretion to deny or grant a claim in whole or in part, subject to review by the Plan Administrator as set forth below. If notice of the denial of a claim is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to review pursuant to Sections 7.03 and 7.04.

7.02 Requirement for Written Notice of Claim Denial

The Claims Administrator shall provide, to every claimant who is denied a claim for benefits, written notice setting forth in a manner calculated to be understood by the claimant:

- (a) The specific reason or reasons for the denial;
- (b) Specific reference to pertinent Plan provisions on which the denial is based;
- (c) A description of any additional material **or** information necessary for the claimant to perfect the claim and an explanation of why such material is necessary; and
- (d) An explanation of the Plan's claim review procedure.

7.03 Right to Request Hearing on Benefit Denial

Within sixty (60) days after the receipt by the claimant of written notification of the denial (in whole or in part) of his claim, the claimant or his duly authorized representative, upon written application to the Plan Administrator, in person or by certified mail, postage prepaid, may request a review of such denial, may review pertinent documents, and may submit issues and comments in writing.

7.04 Disposition of Disputed Claims

Upon its receipt of notice of a request for review, the Plan Administrator shall make a prompt decision on the review. The decision on review shall be written in a manner calculated to be

understood by the claimant and shall include specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based. The decision on review shall be made not later than sixty (60) days after the Plan Administrator's receipt of a request for a review, unless special circumstances require an extension of time for processing, in which case a decision shall be rendered not later than one hundred-twenty (120) days after receipt of a request for review. If an extension is necessary, the claimant shall be given written notice of the extension prior to the expiration of the initial sixty (60) day period. If notice of the decision on the review is not furnished in accordance with this Section, the claim shall be deemed denied and the claimant shall be permitted to exercise his right to legal remedy pursuant to Section 7.05.

7.05 Preservation of Other Remedies

After exhaustion of the claims procedures provided under this Plan, nothing shall prevent any person from pursuing any other legal or equitable remedy otherwise available.

ARTICLE VIII. AMENDMENT OR TERMINATION OF PLAN

8.01 Permanency

While the Employer fully expects that this Plan will continue indefinitely, permanency of the Plan will be subject to the Employer's right to amend or terminate the Plan, as provided in Sections 8.02.

8.02 Employer's Right to Amend or Terminate the Plan

The Employer reserves the right to amend the Plan at any time and from time-to-time. Any such amendments may be made retroactively if it is deemed necessary or appropriate to meet the requirements of the Code, or any similar provisions of subsequent revenue or other laws, or the rules and regulations in effect under any of such laws or to conform with governmental regulations or other policies, to modify or amend in whole or in part any or all of the provisions of the Plan.

The Employer reserves the right to discontinue or terminate the Plan at any time.

ARTICLE IX. GENERAL PROVISIONS

9.01 No Employment Rights Conferred

Neither this Plan nor any action taken with respect to it shall confer upon any person the right to be continued in the employment of the Employer.

9.02 Nonalienation of Benefits and Accounts

No benefit or Account balance under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so shall be void.

No benefit or Account balance under the Plan shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person. No Participant or Covered Person shall be permitted or required to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit or Account balance under the Plan; and any attempts to do so shall be void.

9.03 Mental or Physical Incompetency

If the Plan Administrator determines that any person entitled to payments under the Plan is incompetent by reason of physical or mental disability, he may cause all payments thereafter becoming due to such person to be made to any other person for his benefit, without responsibility to follow the application of amounts so paid. Payments made pursuant to this Section shall completely discharge the Plan Administrator and the Employer.

9.04 Inability to Locate Payee-Forfeitures

The Plan Administrator shall make a reasonable effort to locate all persons entitled to benefits under the Plan; however, notwithstanding any provision in the Plan to the contrary, if, after a period of four (4) years from the date such benefit shall be due, any such persons entitled to benefits have not been located, their rights under the Plan shall be construed as if such persons had died immediately before such Plan benefits became payable. Before this provision becomes operative, the Plan Administrator shall send a certified letter to all such persons at their last known address advising them that their interest or benefits under the Plan shall be so construed. Five (5) years from the time the benefits first became payable, if no Covered Person can be found, the Account Balance of the Participant shall be considered a Forfeiture. All Forfeitures shall either be expended for the payment of Plan expenses or allocated to the Accounts of other Participants in accordance with Section 6.09 of the Plan.

9.05 Requirement of Proper Forms

All communications in connection with the Plan made by a Participant shall become effective only when duly executed on forms provided by and filed with the Plan Administrator.

9.06 Source of Payments

The Integral Part Trust shall be the sole source of benefits under the Plan. No Covered Persons or other person shall have any right to, or interest in, any assets of the Employer upon termination of employment or otherwise.

9.07 Tax Effects

Neither the Employer nor the Plan Administrator makes any warranty or other representation as to whether any payments received by a Participant hereunder will be treated as includible in gross income for federal or state income tax purposes; and the Employer may withhold taxes from reimbursements and report reimbursements as taxable income to the extent that that the Employer deems is required by law.

9.08 Multiple Functions

Any person or group of persons may serve in more than one capacity with respect to the Plan.

9.09 Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

9.10 Headings

The Article and Section headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

9.11 Applicable Laws

The provisions of the Plan shall be construed, administered and enforced according to the laws of the State of California.

9.12 Severability

Should any part of this Plan subsequently be invalidated by a court of competent jurisdiction, the remainder thereof shall be given effect to the maximum extent possible.

9.13 Miscellaneous

The Deferred Compensation Committee is empowered to review, evaluate, and make recommendations for product providers to the City Council. Additionally, the Deferred Compensation Committee will serve as an advisor to the Plan Administrator in decisions, specific duties and responsibilities for overall plan administration are noted below:

A. CITY COUNCIL

1. Authorize, by resolution, the Health Saving and Reimbursement Plan in compliance with Section 105(c) and Section 106 of the Code.
2. Approves additions or removal of Plan Providers, as well as approves major amendments to approved plans.

3. Authorize the administration of the Plan.

B. PLAN ADMINISTRATOR

1. Day to day administration, including approval of Plan enrollment forms.
2. Authority to sign all legal agreements with approved Plan Providers, including minor Plan amendments.
3. Communicating the Retirement Health Savings Program to employees.
5. Maintain Retirement Health Savings Programs Procedures Manual and related Plan documents.
6. Coordinate Plan Provider/City employee meeting schedule.
7. The Plan Administrator shall have the right to delegate any of the above duties to staff.

C. DEFERRED COMPENSATION COMMITTEE

1. Conduct reviews of the Retirement Health Savings Program and make recommendations as necessary.
2. Review Plan Providers performance and assist in the Plan Administrator in developing recommendations on adding, deleting or amending Plan Providers to the City Council.
3. Review and make determinations on adding, deleting or amending Investment Options.
4. The Committee shall have the power to appoint subcommittees.

D. SUB-COMMITTEE

1. Performs task within the scope of the Committee's responsibility.
2. The Sub-committee makes reports and recommendations for consideration to the Committee.

* * *

IN WITNESS WHEREOF, we have executed this Plan the date and year first written above.

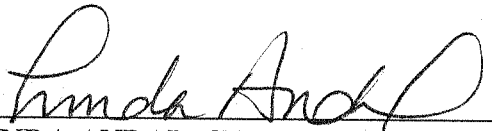
CITY OF ANAHEIM



BY: CURT PRINGLE, MAYOR

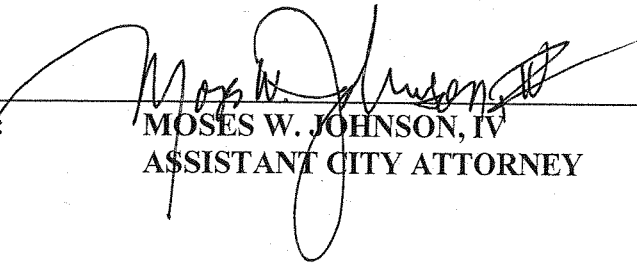


BY: KRISTINE RIDGE
PLAN ADMINISTRATOR



ATTEST LINDA ANDAL, CITY CLERK

**APPROVED AS TO FORM:
CRISTINA L. TALLEY, CITY ATTORNEY**



BY: MOSES W. JOHNSON, IV
ASSISTANT CITY ATTORNEY