

1
2 **BY AUTHORITY**

3 ORDINANCE NO.
4 SERIES OF 2024

COUNCIL BILL NO. 24-0907
COMMITTEE OF REFERENCE:
Finance and Governance

5
6
7 **A BILL**

8
9 **For an ordinance submitting to a vote of the qualified and registered electors of**
10 **the City and County of Denver at a special municipal election to be held in**
11 **conjunction with the coordinated election of November 5, 2024, a proposed**
12 **amendment to the Charter of the City and County of Denver to provide for**
13 **binding arbitration in the event of an impasse between parties in firefighter**
14 **collective bargaining negotiations and removing references to advisory fact-**
15 **finding.**

16
17 **BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

18
19 **Section 1.** There is hereby submitted to the properly qualified and registered electors of
20 the city and county of Denver for their approval or rejection at a special municipal election to be
21 conducted at the same time and in conjunction with the coordinated election to be held on
22 November 5, 2024, a proposed amendment to the charter of the city and county of Denver, as
23 follows:

24
25 **Effective upon publication and filing with the Secretary of State in accordance with**
26 **the Constitution and laws of the State of Colorado, the following sections of the**
27 **Charter of the city and county of Denver are amended to read as follows:**

28 **§ 9.7.1 - ~~Declaration~~ Statement of policy.**

29 It is the public policy of the people of the City and County of Denver to promote harmonious,
30 peaceful, and cooperative relationships between the elected officials of the City and County of
31 Denver and certain members of the Classified Service of the Fire Department and to protect the
32 public by assuring, at all times, responsible, orderly, and uninterrupted operation of government
33 services, by providing for such employees the right to bargain collectively with the employer
34 through an exclusive agent, and providing a method of resolving impasses, as hereinafter
35 provided. It is hereby further declared to be the public policy of the City and County of Denver to
36 accord to such members of the Classified Service of the Fire Department, all the rights of labor

1 other than the right to strike or organize in any work stoppage, slowdown or mass absenteeism.
2 In lieu of allowing Fire Fighters to strike to resolve impasses in negotiations, the City hereby
3 adopts a system of binding arbitration to resolve such impasses. ~~To provide for the exercise of~~
4 ~~these rights, a method of resolving impasses by means of advisory fact-finding and referring to~~
5 ~~special municipal elections issues not resolved in negotiations for a collective bargaining~~
6 ~~agreement is hereby established. The establishment of this method of resolving such impasses~~
7 ~~shall be deemed to be a recognition of the necessity to provide an alternative mode of settling~~
8 ~~disputes where employees, such as Fire Fighters, as a matter of public policy must be denied the~~
9 ~~right to strike.~~

10 **§ 9.7.2 - Definitions.**

11 As used in this Section and its subparts, the following terms shall, unless the context requires a
12 different interpretation, have the following meanings:

13 (A) The term "Firefighters" shall mean the members of the Classified Service of the Fire
14 Department of the City and County of Denver except the Chief of the Fire Department or Deputy
15 Chief or the Division Chiefs.

16 (B) The terms "Corporate Authorities" or "employer" shall mean the proper officials
17 within the City and County of Denver whose duty it is to establish the wages, salaries, rates of
18 pay, hours, working conditions, and other terms and conditions of employment of firefighters,
19 excluding pensions.

20 ~~(C) The term "advisory fact-finding" means investigation of unresolved disputes arising~~
21 ~~out of the negotiation of a collective bargaining agreement, submitting a report defining the~~
22 ~~unresolved issues, analyzing and reporting the facts relating thereto, and making nonbinding~~
23 ~~recommendations for the purpose of resolving the issues in dispute.~~

24 ~~(DC)~~ The term "impasse" means a situation when the employer and the sole and
25 exclusive agent of the Firefighters have reached a point in negotiation over the provisions to be
26 included in a collective bargaining agreement at which time their differences are so substantial
27 that further meetings would be futile, and the time provided for collective bargaining has elapsed.

28 ~~(ED)~~ The term "final offer" means the written offer made latest in time by a party
29 authorized to make such offer in negotiation of a collective bargaining agreement, provided that
30 said offer is made not less than seven (7) days prior to the start of a binding
31 arbitration~~an advisory fact-finding hearing.~~

32

33 **§ 9.7.6 - Unresolved issues submitted to ~~advisory fact-finding~~ binding arbitration.**

1 If an impasse occurs after thirty (30) days have elapsed, from and including the date of the
2 first meeting between representatives of the sole and exclusive agent of the Firefighters and of the
3 Corporate Authorities for collective bargaining, any and all unresolved issues shall be submitted to
4 advisory fact-finding. Submission of unresolved issues to advisory fact-finding shall not prohibit the
5 parties from continuing to bargain in good faith. Any or all such unresolved issues may be agreed
6 to by the parties at any time before the City Council orders publication, pursuant to Subsection
7 3.3.5(F) of this Charter, of a bill for an ordinance submitting issues remaining unresolved at an
8 election, pursuant to Section 9.7.8 of this Charter. If the parties agree upon any or all issues before
9 receiving the recommendations of the advisory fact-finder, the recommendations on such issue or
10 issues shall have no effect. If the parties agree upon any or all issues before the fact-finder makes
11 recommendations, the fact-finder shall make no recommendation on such issue or issues. If, after
12 receiving the recommendations of the fact-finder, the parties agree upon any or all issues, before
13 the City Council orders publication of a bill for an ordinance submitting unresolved issues at an
14 election, the issue or issues agreed upon shall not be submitted at said election. In the event that
15 the sole and exclusive agent and the Corporate Authorities are unable, within thirty (30) days from
16 and including the date of their first meeting, to reach an agreement on a contract, any and all
17 unresolved issues shall be submitted to binding arbitration. The obligation of the parties to bargain
18 in good faith shall continue after submission of unresolved issues to binding arbitration. Any or all
19 issues which are unresolved between the sole and exclusive agent and the Corporate Authorities
20 may be resolved by the parties until the sixteenth day following receipt of the decision of the
21 arbitrator. Any agreements reached within fifteen (15) days following receipt of the decision of the
22 arbitrator shall supersede the decision of the arbitrator. In the event the sole and exclusive agent
23 and the Corporate Authorities are able to reach agreement upon any or all issues prior to the
24 receipt of the decision of the arbitrator, then the arbitrator shall make no decision on such issue or
25 issues.

26
27 **§ 9.7.7 - Selection of advisory fact-finder binding arbitrator.**

28 (A) Within three (3) days after the expiration of the thirty-day time period referred to in
29 Subsection 9.7.6 hereof, the sole and exclusive agent of the Fire Fighters or the Corporate
30 Authorities shall inform the American Arbitration Association, or its successor organization, or a
31 similar organization agreed upon by both parties, that an advisory fact-finder is required. Within ten
32 (10) days thereafter, said association or organization shall submit simultaneously to each party an
33 identical list of five (5) persons. Within seven (7) days from the mailing date of the list, each party

1 shall cross off two (2) names from the list, and shall number the remaining names indicating the
2 order of its preference and return the list to said association or organization. If a party does not
3 return the list within the time specified, all persons named therein shall be deemed acceptable.
4 Within ten (10) days after the time the list must be returned by the parties, said association or
5 organization shall do the following:

6 (i) ~~From among the persons who have been approved on both lists, it shall appoint one~~
7 ~~(1) advisory fact finder to serve.~~

8 (ii) ~~It shall notify the parties of such appointment.~~

9 (B) ~~The advisory fact finder shall sit for this fact finding only, unless the parties mutually~~
10 ~~agree to a continuance for another fact finding or fact findings.~~

11 (C) ~~Two-thirds of the cost of advisory fact finding shall be borne by the employer, and~~
12 ~~one-third of such cost shall be borne by the sole and exclusive agent of the Fire Fighters.~~

13 (A) Within thirty (30) days after the adoption of this Section, the City shall, in some
14 reasonable manner, solicit applications from persons who desire to be on a permanent panel of
15 arbitrators to resolve impasses as described in Section 9.7.6 herein.

16 (B) In order to be eligible to be on the permanent panel of arbitrators, a person must be
17 impartial and disinterested and must be qualified by experience and training as a neutral hearing
18 officer or arbitrator in labor/management disputes. The dispute experience shall be in impasse
19 negotiations between labor and management, disputes over the meaning or application of
20 contracts between labor and management, or discipline. Any person whose only experience is as a
21 Hearings Officer for any Civil or Career Service System shall not be qualified. Persons who are
22 members of the National Academy of Arbitrators or on the American Arbitration Association panel
23 of labor arbitrators are presumptively qualified.

24 (C) The City Council shall create a permanent panel of at least three (3) arbitrators from
25 those qualified persons who apply. Placement on the permanent panel shall be approved by a
26 resolution or ordinance by the City Council. Any qualified person can be added to the permanent
27 panel at any time. Persons on the panel shall remain on the panel for a term of six (6) years, and
28 may be reappointed, provided that the members of the initial panel shall be appointed to terms of
29 varying lengths not to exceed six (6) years. Any person on the permanent panel may be removed
30 by passage of a resolution or ordinance by the City Council unless that person has been selected
31 to conduct a hearing concerning a particular dispute pursuant to paragraph (E) of this Section, and
32 then that person can only be removed after issuing a decision in that dispute.

33 (D) Each person put on the permanent panel shall sign an oath to uphold the terms of

1 this Section.

2 (E) After expiration of the 30-day time period referred to in Section 9.7.6, the sole and
3 exclusive agent or the Corporate Authorities may request the list of names from the City Clerk, and
4 the City Clerk shall submit a list with the names of all members of the permanent panel to the sole
5 and exclusive agent and the Corporate Authorities within 5 (five) days. Within ten (10) days of
6 receipt of this list, the sole and exclusive agent and the Corporate Authorities shall meet and
7 alternatively strike one name from the list until one name remains (if the panel has an odd number
8 of names) or two names remain (if the panel has an even number of names). If one name remains,
9 that person shall be the arbitrator for that dispute. If two names remain, the Mayor shall select one
10 of those two names to be the arbitrator for that dispute. The Mayor's selection must take place
11 within five (5) days of the completion of the striking process by the sole and exclusive agent and
12 the Corporate Authorities. The determination of whether the sole and exclusive agent or the
13 Corporate Authorities strikes first shall be done by flip of a coin.

14 (F) Nothing herein shall be construed to prevent the sole and exclusive agent and the
15 Corporate Authorities from agreeing to an arbitrator from the permanent panel.

17 **§ 9.7.8 – Hearings**

18 ~~(A) The advisory fact finder shall call a hearing to be held within twenty-one (21) days~~
19 ~~after the date of his or her appointment and shall give not less than ten (10) days' notice in writing~~
20 ~~to the sole and exclusive agent of the Firefighters and the Corporate Authorities of the time and~~
21 ~~place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial~~
22 ~~proceedings shall not be binding. Any and all documentary evidence and other data deemed~~
23 ~~relevant by the advisory fact finder shall be received in evidence. The advisory fact finder shall~~
24 ~~have the power to administer oaths and to require by subpoena the attendance and testimony of~~
25 ~~witnesses and the production of books, records and other evidence relating to or pertinent to the~~
26 ~~issues presented to him or her for determination.~~

27 ~~(B) The hearings conducted by the advisory fact finder shall be concluded within~~
28 ~~fourteen (14) days from the time of commencement. Within five (5) days following the conclusion of~~
29 ~~the hearings, the parties may, if they deem necessary, and have so notified the advisory fact finder~~
30 ~~at the conclusion of the hearings, submit written briefs to the advisory fact finder. Within ten (10)~~
31 ~~days after receipt of such briefs, or within ten (10) days after the conclusion of the hearings if no~~
32 ~~post-hearing briefs are filed, the advisory fact finder shall make written findings and a written~~
33 ~~opinion and decision on the issues presented, a copy of which shall be mailed or otherwise~~

1 delivered to the sole and exclusive agent of the Firefighters and its designated representative and
2 the Corporate Authorities. Said written findings, opinions and decision, and recommendations shall
3 be reached and discussed in accordance with the provisions of subparagraph (C) of this Section
4 9.7.8.

5 (C) — The advisory fact finder shall conduct the hearings and render a decision upon the
6 basis of a prompt, peaceful and just settlement of all unresolved issues between the sole and
7 exclusive agent of the Firefighters and the Corporate Authorities. The factors to be given weight by
8 the advisory fact finder in arriving at a decision shall include:

9 (i) — Comparison of wage rates, hours, terms and conditions of employment of the Fire
10 Fighters, and wage rates, hours, terms and conditions of employment of fire departments in
11 comparable cities and towns in the United States.

12 (ii) — Interest and welfare of the public, and the financial ability of the City to finance the
13 cost items proposed by each party.

14 (A) The arbitrator shall call a hearing to begin within twenty-five (25) days of selection
15 and shall give at least ten (10) days' notice in writing to the sole and exclusive agent and the
16 Corporate Authorities of the time and place of such hearing. The hearing shall be informal, and the
17 rules of evidence prevailing in judicial proceedings shall not be binding. Any and all oral or
18 documentary evidence and other data deemed competent and relevant by the arbitrator shall be
19 received in evidence. The arbitrator shall have the power to administer oaths and to require by
20 subpoena the attendance and testimony of witnesses and the production of books, records and
21 other evidence relating to or pertinent to the issues presented for determination.

22 (B) The hearing conducted by the arbitrator shall be concluded within seven (7) days of
23 the time of commencement. Within five (5) days following the conclusion of the hearing, the parties
24 may, if they deem necessary, submit written briefs to the arbitrator. Within ten (10) days of receipt
25 of such briefs, or within ten (10) days after the conclusion of the hearing if no post-hearing briefs
26 are filed, the arbitrator shall make written findings and conclusions setting forth the basis of the
27 arbitrator's decision on the issues presented, a copy of which shall be delivered to the sole and
28 exclusive agent and the Corporate Authorities in the same manner on the same date. The written
29 findings and conclusions shall be reached in accordance with the provisions of Section 9.7.10

30
31 **§ 9.7.9 –Unresolved issues submitted at special election. Factors to be considered by the**
32 **arbitrator.**

33 Upon the request of the employer or the sole and exclusive agent of the Fire Fighters, after

1 publication of the advisory fact-finder's report, and after the employer and the sole and exclusive
2 agent of the Fire Fighters have had five (5) days to further negotiate the disputed issues, the final
3 offers of the employer and of the sole and exclusive agent of the Fire Fighters on the issues
4 remaining unresolved shall each be submitted as alternative single measures to a vote of the
5 qualified electors of the City and County of Denver at a special election. The special election shall
6 be held no later than August 31. The qualified electors shall select either the final offer of the
7 employer or the final offer of the sole and exclusive agent of the Fire Fighters, as presented to the
8 advisory fact-finder. Issues agreed to during the five-day period shall not be included in the final
9 offer of the employer or of the sole and exclusive agent of the Fire Fighters. The cost of such
10 special election shall be borne by either the employer or the sole and exclusive agent of the Fire
11 Fighters, whichever refuses to accept the recommendations of the advisory fact-finder. If both
12 refuse, the costs shall be borne equally by the employer and the sole and exclusive agent of the
13 Fire Fighters.

14 The arbitrator shall conduct the hearing and render his or her decision with due
15 consideration of the need for a prompt, peaceful and just settlement of all unresolved issues
16 between the sole and exclusive agent and the Corporate Authorities. The arbitrator may apply the
17 standards commonly used in interest disputes but shall rely predominantly on the following in
18 arriving at a decision:

19 (A) The interests and welfare of the public and the financial ability of the City to bear the
20 costs involved;

21 (B) The lawful authority of the City;

22 (C) Stipulations of the parties;

23 (D) Comparison of the compensation, fringe benefits, hours, and other terms and
24 conditions of employment of firefighters with other public employees performing comparable
25 services in comparable communities nationally and locally. However, while the arbitrator may
26 consider such comparisons in making a decision, in no event shall the arbitrator make an award
27 that is indexed or otherwise expressed as a relationship to compensation, a fringe benefit, or the
28 number of hours in the work week of any other employee or employees who are not members of
29 the Denver Fire Department; and

30 (E) The cost of living.

31

32 **§ 9.7.10 – Final offer Procedure.**

33 The Corporate Authorities and the sole and exclusive agent shall submit to the arbitrator final

1 offers on each issue on which there was not agreement. The award of the arbitrator on each issue
2 shall be the final offer of the Corporate Authorities or the final offer of the sole and exclusive agent.
3 The arbitrator shall state the reasons for the award in writing in accordance with Section 9.7.8(B).
4

5 **§9.7.11 – Finality of the arbitrator’s decision.**

6 (A) Except as provided in this subdivision, the decision of the arbitrator shall be final
7 and binding on the sole and exclusive agent and the Corporate Authorities; provided that the
8 arbitrator's decision shall be binding only for the term of the contract. Nothing herein shall prohibit
9 the parties from agreeing to terms different from the decision of the arbitrator as long as such
10 agreements are made within fifteen (15) days after receipt of the arbitrator's decision.

11 (B) The arbitrator's decision shall be subject to court review only pursuant to the terms
12 of this subdivision. Any party desiring court review must file suit in District Court no later than thirty
13 (30) days after the date of the arbitrator's decision. Failure to file suit within this time frame shall
14 waive the right to appeal the decision. A party may appeal to the District Court only on the following
15 grounds:

16 (i) The award was procured by corruption, fraud or other similar wrongdoing; or

17 (ii) The decision on any issue is arbitrary and capricious, to wit, there is no
18 competent evidence in the record to support the decision; or

19 (iii) The decision on any issue was reached without considering the factors listed
20 in Section 9.7.9 hereof; or

21 (iv) The award of the arbitrator on an issue was not the final offer of the Corporate
22 Authorities or the final offer of the agent. The court shall not conduct de novo review except to
23 determine whether the award was procured by corruption, fraud or other similar wrongdoing. If
24 the court determines that the award was procured by corruption, fraud or other similar wrongdoing,
25 the entire award shall be vacated and the matter shall be remanded back to a different arbitrator
26 selected pursuant to the terms of 9.7.7(E) hereof. The arbitrator who issued the award determined
27 to be procured by corruption, fraud or other similar wrongdoing shall no longer be deemed
28 qualified to be on the permanent panel of arbitrators, shall cease to be a member of the panel and
29 shall not be eligible for reappointment to the permanent panel. If the court determines that the
30 arbitrator's decision on any issue is arbitrary and capricious, the court shall remand that issue to
31 the arbitrator with instructions to conduct a new hearing on that issue if either the sole and
32 exclusive agent or the Corporate Authorities so desires and, with or without a new hearing, to
33 issue a new decision on that issue which is based on some competent evidence in the record. If

1 the court determines that the arbitrator's decision on any issue was reached without considering
2 the factors listed in Section 9.7.9 hereof, the court shall remand that issue to the arbitrator with
3 instructions to conduct a new hearing on that issue if either the sole and exclusive agent or the
4 Corporate Authorities so desires and, with or without a new hearing, to issue a decision which
5 considers the factors listed in Section 9.7.9 hereof as the arbitrator deems proper. If the court
6 determines that the arbitrator's decision did not accept the final offer of either the Corporate
7 Authorities or the sole and exclusive agent on an issue, the court shall remand the issue to the
8 arbitrator with instructions to accept the final offer of either the Corporate Authorities or the sole
9 and exclusive agent.

10

11 **§9.7.12 Fees and expenses of arbitration.**

12 One-half of the necessary fees and necessary expenses of arbitration (excluding all fees
13 and expenses incurred by either party in the preparation or presentation of its case) shall be borne
14 by the City and one-half shall be borne by the sole and exclusive agent.

15

16 **§ 9.7.1013 - Strikes.**

17

18 **§ 9.7.1114 - Collective bargaining agreement; what constitutes.**

19 ~~Any agreement actually negotiated between the sole and exclusive agent of the Fire~~
20 ~~Fighters and the Corporate Authorities shall constitute the collective bargaining contract governing~~
21 ~~the Fire Fighters and the City and County of Denver for the period stated herein. Any collective~~
22 ~~bargaining agreement negotiated under the terms and provisions of this Part 7 shall specifically~~
23 ~~provide that the Fire Fighters who are subject to its terms shall have no right to engage in any~~
24 ~~work stoppage, slowdown, mass absenteeism, or strike, the consideration for such provision~~
25 ~~being the right to a resolution of disputed questions as provided herein.~~

26 (A) The collective bargaining agreement between the City and the sole and exclusive
27 agent shall consist of any and all terms actually agreed to by the parties or awarded by the
28 arbitrator. At the request of either the sole and exclusive agent or the Corporate Authorities, the
29 agreement shall contain a grievance procedure which culminates in final and binding arbitration
30 by a neutral arbitrator. The grievance procedure may be established by voluntary agreement or
31 by the arbitrator. Any collective bargaining agreement negotiated under the terms and provisions
32 of this Part 7 shall specifically provide that the Fire Fighters who are subject to its terms shall have
33 no right to engage in any work stoppage, slowdown, mass absenteeism, or strike, the

1 consideration for such provision being the right to a resolution of disputed questions as provided
2 herein.

3 (B) Whenever there is a conflict between the terms of the agreement and a rule,
4 executive order, procedure, policy, or any ordinance of the City, which is applicable only to
5 employees of the City, the provisions of the agreement shall prevail.

6
7 **§ 9.7.1215 - Duty to Meet and Bargain Collectively.**

8 (A) Whenever an employee organization has been certified pursuant to the provisions
9 of this Part 7 as the sole and exclusive agent of the Fire Fighters, such employee organization
10 and the employer shall meet at reasonable times and bargain collectively in good faith. Written
11 notice of the intent of the sole and exclusive agent of the Fire Fighters to bargain must be received
12 by the employer no later than March 1 of the year preceding the year in which a contract is to
13 become effective. Any collective bargaining agreement reached shall be reduced to writing and
14 shall become effective only after ratification of the agreement by enactment of resolution or
15 ordinance and ratification by the membership of the employee organization. The obligations of
16 this Subsection (A) shall not compel either party to agree to a proposal or to make a concession.

17 (B) Multiyear collective bargaining contracts shall be fully enforceable notwithstanding
18 any other provisions of this Charter. Further, upon a showing that all administrative remedies have
19 been exhausted, the provisions of collective bargaining agreements shall be enforceable in a court
20 of competent jurisdiction in accordance with the Colorado Rules of Civil Procedure as they pertain
21 to review of administrative actions.

22 (C) All time limits for action contained in this Part 7, other than the times for requesting
23 bargaining set forth in this subdivision, may be waived by mutual consent of the parties.

24
25 **§ 9.7.13 -- Reserved.**

26
27 **§ 9.7.1416 - Transition provision.**

28
29 **Section 2.** The ballot shall contain the following title and submission clause:

30
31 **REFERRED QUESTION _____**

32 Shall the Charter of the City and County of Denver be amended to allow for binding
33 arbitration in lieu of an advisory fact-finding process when impasse occurs between

1 the City and the Firefighters during collective bargaining?

2
3 **Section 3.** The proper officials of the City and County of Denver as are charged with duties
4 relating to the election shall, before the election, issue such calls, make such certifications and
5 publications, give such notices, make such appointments, and do all such other acts and things
6 in connection with the submission of this Charter amendment to the registered electors of the City
7 and County of Denver at the election as are required by the Constitution and laws of the State of
8 Colorado and the Charter and ordinances of the City and County of Denver.

9 **Section 4.** The ballots cast at such election shall be canvassed and the results
10 ascertained, determined, and certified in accordance with the requirements of the Constitution
11 and laws of the State of Colorado and the Charter and ordinances of the City and County of
12 Denver.

13 **Section 5.** If any section, paragraph, clause, or other portion of this ordinance is held to
14 be invalid or unenforceable for any reason, the validity of the remaining portions of this ordinance
15 shall not be affected.
16

17 COMMITTEE APPROVAL DATE: _____, 2024.

18 MAYOR-COUNCIL DATE: _____, 2024.

19 PASSED BY THE COUNCIL _____ 2024

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____ 2024

22 ATTEST: _____ - CLERK AND RECORDER,
23 EX-OFFICIO CLERK OF THE
24 CITY AND COUNTY OF DENVER
25

26 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2024; _____ 2024

27
28 PREPARED BY: Jonathan Griffin, Assistant City Attorney; DATE: April 15, 2024
29

30 Pursuant to section 13-9, D.R.M.C., this proposed ordinance has been reviewed by the office of the
31 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
32 ordinance. The proposed ordinance **is not** submitted to the City Council for approval pursuant to §
33 3.2.6 of the Charter.
34

35 Kerry Tipper, City Attorney

36 BY: _____, _____ City Attorney DATE: _____

DRAFT