



# AGENDA

EL SEGUNDO CITY COUNCIL  
SPECIAL MEETING  
TUESDAY, MAY 2, 2023

*(WILL RUN CONCURRENTLY  
WITH REGULAR OPEN SESSION)*

6:00 PM OPEN SESSION

CITY COUNCIL CHAMBER  
350 MAIN STREET, EL SEGUNDO, CA 90245

**Drew Boyles, Mayor**  
**Chris Pimentel, Mayor Pro Tem**  
**Carol Pirsztuk, Council Member**  
**Lance Giroux, Council Member**  
**Ryan W. Baldino, Council Member**

Tracy Weaver, City Clerk  
Matthew Robinson, City Treasurer

## Executive Team

Darrell George, City Manager  
Barbara Voss, Deputy City Manager  
Jaime Bermudez, Police Chief  
Michael Allen, Community Development Dir.  
Jose Calderon, IT Director  
Aly Mancini, Recreation, Parks & Library Dir.

Mark Hensley, City Attorney  
Joe Lillio, Chief Financial Officer  
Deena Lee, Fire Chief  
Rebecca Redyk, HR Director  
Elias Sassoon, Public Works Dir.

### MISSION STATEMENT:

“Provide a great place to live, work, and visit.”

### VISION STATEMENT:

“Be a global innovation leader where big ideas take off while maintaining our unique small-town character.”

The City Council, with certain statutory exceptions, can only act upon properly posted and listed agenda items. Any writings or documents given to a majority of City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk's Office during normal business hours. Such documents may also be posted on the City's website at [www.elsegundo.org](http://www.elsegundo.org) and additional copies will be available at the City Council meeting.

Unless otherwise noted in the agenda, the public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the agenda during the Public Communications portions of the Meeting. Additionally, members of the public can comment on any Public Hearing item on the agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Those wishing to address the City Council are requested to complete and submit to the City Clerk a "Speaker Card" located at the Council Chamber entrance. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you, properly record your name in meeting minutes and to provide contact information for later staff follow-up, if appropriate.

When a Council Member duly requires AB 2449 teleconferencing to attend the City Council meeting the public will also be able to access the meeting and provide public comment via Zoom. To access Zoom from a PC, Mac, iPad, iPhone, or Android device, use URL <https://zoom.us/j/81951332052> and enter PIN: 903629 or visit [www.zoom.us](http://www.zoom.us) on device of choice, click on "Join a Meeting" and enter meeting ID: 81951332052 and PIN: 903629. If joining by phone, dial 1-669-900-9128 and enter meeting ID and PIN. *To reiterate, attending a City Council meeting by Zoom will only be used when AB 2449 is used.*

NOTE: Your phone number is captured by the Zoom software and is subject to the Public Records Act, dial \*67 BEFORE dialing in to remain anonymous. Members of the public will be placed in a "listen only" mode and your video feed will not be shared with City Council or members of the public.

***REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act and Government Code Section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can also be found on the City's website at <https://www.elsegundo.org/government/departments/city-clerk>. Please contact the City Clerk's Office at (310) 524-2308 to make an accommodation request or to obtain a copy of the policy.***

**6:00 PM – CONVENE OPEN SESSION – CALL TO ORDER / ROLL CALL**

**INVOCATION** – Bishop W. A. Garret – The Way Church

**PLEDGE OF ALLEGIANCE** – Mayor Pro Tem Pimentel

**PUBLIC COMMUNICATIONS – (RELATED TO CITY BUSINESS ONLY – 5 MINUTE LIMIT PER PERSON, 30 MINUTE LIMIT TOTAL)** *Individuals who have received value of \$50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of \$250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.*

**A. PROCEDURAL MOTIONS**

**Read All Ordinances and Resolutions on the Agenda by Title Only**

Recommendation -

Approval

**B. STAFF PRESENTATIONS**

**1. Temporary Appointment of a CalPERS Retiree Robert Espinosa as Fire Chief pursuant to Government Code Sections 7522.56 and 21221(h)**

Recommendation -

1. Adopt a resolution authorizing the temporary appointment of CalPERS retired annuitant Robert Espinosa as Fire Chief in compliance with Government Code sections 7522.56 and 21221(h).
2. Approve the attached Employment Agreement with Robert Espinosa for the interim appointment to the position of Fire Chief.
3. Alternatively, discuss and take other actions related to this item.

**CLOSED SESSION**

*The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City's Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City's Labor Negotiators.*

**REPORT OF ACTION TAKEN IN CLOSED SESSION** (if required)

**ADJOURNMENT**

POSTED:  
DATE: May 1, 2023  
TIME: 9:00 AM  
BY: Tracy Weaver, City Clerk



## City Council Agenda Statement

Meeting Date: May 2, 2023

Agenda Heading: Staff Presentations

Item Number: B.1

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### **TITLE:**

Temporary Appointment of a CalPERS Retiree Robert Espinosa as Fire Chief pursuant to Government Code Sections 7522.56 and 21221(h)

### **RECOMMENDATION:**

1. Adopt a resolution authorizing the temporary appointment of CalPERS retired annuitant Robert Espinosa as Fire Chief in compliance with Government Code sections 7522.56 and 21221(h).
2. Approve the attached Employment Agreement with Robert Espinosa for the interim appointment to the position of Fire Chief.
3. Alternatively, discuss and take other actions related to this item.

### **FISCAL IMPACT:**

The Fire Chief position is currently funded in the FY 2023-2024 budget. There is no additional ongoing fiscal impact associated with the temporary appointment of a retired annuitant to the Interim Fire Chief position. In accordance with California Public Employees' Retirement System (CalPERS) requirements, Mr. Espinosa will not be eligible for any compensation or benefits in addition to the hourly pay rate while working for the City of El Segundo as a retired annuitant.

### **BACKGROUND:**

On April 26, 2023, Fire Chief Deena Lee vacated her position as Fire Chief. Robert Espinosa was identified as the best match for the interim Fire Chief position pending an executive recruitment for a permanent Fire Chief.

### **DISCUSSION:**

The California Public Employees' Retirement System (CalPERS) recognizes that retirees can play an important role in maintaining city operations, particularly in short-

## Temporary Appointment of a Retired Annuitant

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term or emergency situations; however, they also specify limitations on a retiree's service when returning to work for a CalPERS agency. Government Code §§ 7522.56 & 21221(h) provide specific guidance on employing a CalPERS retiree without interruption to retirement benefits or reinstatement from retirement. Key terms of hiring a retired annuitant under the Government Code are:

- **The retiree must wait 180 days after their retirement date before they can return to work for a CalPERS employer, unless there is a qualifying exception.** Mr. Espinosa met the 180-day waiting period in October of 2018.
- **There must be an open recruitment to permanently fill the vacant position in process. The appointment of a retired annuitant to a vacant position must be for a limited duration, and their work history must show previous experience and the skill set needed to perform the work required.** The City is actively recruiting for the Fire Chief position. Mr. Espinosa has over 35 years of experience in the fire service, including 10 years combined serving as a Fire Chief for two different cities. He possesses special skills and knowledge directly related to the City's Fire Chief position. For these reasons, staff recommends that Mr. Espinosa be temporarily appointed until the recruitment is completed and a permanent Fire Chief assumes office or November 15, 2023. Both the City and Mr. Espinosa are aware that a retired annuitant can only be appointed once to this vacant position as required by Gov. Code section 21221(h).
- **The retired annuitant's salary cannot be less than the minimum or exceed the maximum for the vacant position as listed on the employer's publicly available pay schedule for the position.** Mr. Espinosa will be temporarily appointed as the Fire Chief. His hourly pay rate upon temporary hire will be \$116.03.
- **The retired annuitant cannot be paid any other compensation or benefits in addition to the hourly pay rate.** Sections 5 and 6 of Mr. Espinosa's employment agreement (Attachment 1) specify that he is ineligible to receive any compensation or benefits other than his hourly pay rate during the temporary appointment.
- **A maximum of 960 hours can be worked within a fiscal year (July 1 to June 30) and CalPERS does not provide any exception to this limit. Nonpaid or volunteer hours can't be used in order to exceed 960 hours in a fiscal year.** Mr. Espinosa is expected to work for a period of no more than 6 months while the City completes the recruitment for a permanent appointment to the Fire Chief position. The City will be required to enroll Mr. Espinosa as a retired annuitant in the myCalPERS system and report hours worked.
- **The retiree will not accrue service credit or any additional retirement rights**

## Temporary Appointment of a Retired Annuitant

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**or benefits.** While the City is required to report hours worked by Mr. Espinosa, those hours will not be counted as additional retirement service credit and reported only for the purposes of tracking the fiscal year hours limit.

- The employment agreement identifies the detailed terms of Mr. Espinosa's temporary appointment. Staff recommends that City Council adopt a Resolution authorizing the temporary appointment effective May 3, 2023.

### **CITY STRATEGIC PLAN COMPLIANCE:**

Goal 3: Promote a Quality Workforce Through Teamwork and Organizational Efficiencies

Objective: El Segundo is an employer of choice and consistently hires for the future, with a workforce that is inspired, world-class, engaged and innovative.

#### **PREPARED BY:**

Rebecca Redyk, Human Resources Director

#### **REVIEWED BY:**

Rebecca Redyk, Human Resources Director

#### **APPROVED BY:**

Barbara Voss, Deputy City Manager

### **ATTACHED SUPPORTING DOCUMENTS:**

1. Resolution Appointing Interim Fire Chief
2. Employment Agreement Robert Espinosa

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
EL SEGUNDO APPOINTING ROBERT ESPINOSA AS  
INTERIM FIRE CHIEF IN CONFORMANCE WITH  
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM AND STATE LAW REQUIREMENTS.**

The City Council of the City of El Segundo does resolve as follows:

**SECTION 1.** *Findings.* The City Council finds:

- A. Employment for the City's current Fire Chief ended on April 26, 2023.
- B. Until a permanent Fire Chief position is filled, the City requires the services of a qualified professional to carry out the Fire Chief's day-to-day duties, which require specialized skills and experience.
- C. State law (Gov. Code, § 21221(h)), provides that, under specified circumstances, a retired annuitant in the California Public Employees' Retirement System ("CalPERS") may accept temporary employment with a public employer in the CalPERS system without affecting his or her retirement benefits.
- D. State law permits the governing body of such public employer to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year.
- E. Pursuant to the City's review of candidates, the City Council finds that Robert Espinosa, a CalPERS retiree, has decades of Fire Department experience with varied public entities and is qualified to temporarily serve as the City's Fire Chief until the position is permanently filled, subject to the limitations stated above.
- F. The City desires to appoint Robert Espinosa as an interim appointment retired annuitant for services as interim Fire Chief, effective May 3, 2023, pursuant to a temporary employment agreement.
- G. Robert Espinosa has not and will not receive a Golden Handshake or any other retirement-related incentive pursuant to the proposed engagement.
- H. Pursuant to Government Code §§ 75522.56(d) and 21224(a), the compensation paid to Robert Espinosa will not be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate, and he will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to his hourly pay rate.



**SECTION 2.** *Approval.* The City Council approves the temporary employment agreement for Robert Espinosa, in the form attached to the staff report to which this Resolution attached and presented to the City Council. The Mayor or City Manager are authorized to execute such agreement.

**SECTION 3.** *Severability.* If any part of this Resolution or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Resolution are severable.

**SECTION 4.** *Signature Authority.* The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of El Segundo, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**SECTION 5.** *Effective Date.* This Resolution will take effect immediately upon adoption and will remain effective unless repealed or superseded.

**SECTION 6.** *City Clerk Direction.* The City Clerk will certify to the passage and adoption of this Resolution, enter it in the City’s book of original Resolutions, and make a record of this action in the meeting’s minutes.

PASSED AND ADOPTED this 2<sup>nd</sup> day of May, 2023.

\_\_\_\_\_  
Drew Boyles,  
Mayor

ATTEST:

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )       SS  
CITY OF EL SEGUNDO            )

I, Tracy Weaver, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution No. \_\_\_\_ was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 2<sup>nd</sup> day of May, 2023, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley, City Attorney

**CITY OF EL SEGUNDO**

**EMPLOYMENT AGREEMENT FOR INTERIM FIRE CHIEF SERVICES**

THIS EMPLOYMENT AGREEMENT FOR INTERIM FIRE CHIEF SERVICES (“Agreement”) is made and entered into as of this 2<sup>nd</sup> day of May, 2023 by and between the City of El Segundo (“City”) and Robert Espinosa (“Employee”).

**RECITALS**

- A. Pursuant to Government Code sections 7522.56(c) and 21221(h), City desires to employ Employee, a California Public Employees’ Retirement System (CalPERS) retiree, on an interim basis in the position of Interim Fire Chief for the City of El Segundo while the City actively recruits a permanent Fire Chief.
- B. Pursuant to Government Code sections 7522.56(c) and 21221(h), the City Council finds that the position of Interim Fire Chief requires specialized skills and experience to plan, direct, manage, and oversee the functions, programs, and operations of the Fire Department and that Employee possesses the skills needed to perform the functions and duties of Interim Fire Chief.
- C. Employee desires to accept appointment to the position of Interim Fire Chief under the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants contained herein, the parties agree as follows:

1. Duties. City hereby employs Employee as Interim Fire Chief for the City of El Segundo to perform the functions and duties of the Fire Chief, as specified by the City’s Municipal Code and the Government Code, and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign or as may be necessary and desirable in the opinion of Employee for the efficient management of the Fire Department. As part of his duties, Employee shall assist with the recruitment of a permanent Fire Chief.

2. Work Schedule. During his employment, Employee shall devote such time, interest and effort to the performance of this Agreement as is necessary to carry out his duties as Fire Chief. Employee shall be available during normal City business hours and shall be available for attendance at City Council and other meetings during non-business hours as may be necessary. Employee acknowledges that his duties will often require performance of services outside of normal business hours. In no event shall Employee be compensated for more than 960 hours during the term of this Agreement, including any extension hereof.

3. Work Restrictions/CalPERS. At the time this Agreement is entered into, Government Code Section 21224 allows a CalPERS retiree to perform contractual employee

services under certain circumstances for up to a total of 960 hours in any fiscal year for all CalPERS contracting employers without being reinstated from retirement, and without loss or interruption of CalPERS retirement benefits. It is the Employee's responsibility to ensure that services performed under this Agreement are in compliance with the Employee's CalPERS obligations. If a controversy arises between Employee and CalPERS regarding the impact of this Agreement and the services provided for herein upon the nature of CalPERS retirement benefits, the City shall have no obligation to intervene in or defend or prosecute such dispute. Accordingly, it is recommended by the City that, prior to entering into this Agreement, Employee first bring it to the attention of CalPERS and that Employee thereby personally determine what, if any, impact this Agreement and the performance of the services set forth herein will or may have upon the employee's CalPERS retirement benefits. Additionally, it is recommended that Employee consult with his own legal counsel regarding the terms and conditions of this Agreement. Employee hereby releases and holds harmless the City and its officials, officers, employees and agents from and against any and all actions (including imposition of costs, fines and penalties) that CalPERS may impose against Employee arising from or relating to this Agreement. This provision shall survive the expiration or earlier termination of this Agreement.

4. Term. Subject to earlier termination as provided for in this Agreement, Employee shall be employed for a term beginning May 3, 2023, and ending on November 15, 2023, or when a permanent Fire Chief assumes office.

5. Compensation. For services rendered pursuant to this Agreement, City agrees to pay Employee compensation of \$116.03 per hour, which amount is in conformance with the requirements of Government Code section 7522.56(d). This hourly rate does not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the Fire Chief position, divided by 173.333. Employee shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate set forth herein. Employee will be compensated in bi-weekly payments (at the same time that City employees are regularly paid) and Employee's hourly wages paid pursuant to this Agreement are subject to all applicable withholdings and deductions in accordance with applicable law. Employee shall record all of his hours on a daily basis and transmit such records to the Finance Department on a weekly basis. Employee's attendance at conferences and seminars that are normal and customary for Fire Chiefs shall be deemed working hours for purposes of this Agreement.

6. Benefits. Employee hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. Notwithstanding the foregoing, Employee shall be entitled to observe all City holidays in the same manner as employees of the City. Employee recognizes that Government Code section 21221(h) provides that a retired person appointed to a vacant position pursuant to that subdivision may not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

7. Termination. The City may terminate this Agreement at any time with or without cause. Employee may terminate this Agreement at any time with or without cause provided, however, he shall provide the City Council with at least two weeks' advance written notice prior to the effective date of termination, if practicable, unless a shorter period is acceptable to the City Council. Employee agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

8. At-will Employment/FLSA Exempt. Employee shall serve at the will and pleasure of the City Council and understands he is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any so-called "Skelly" hearing. Employee will not acquire any property interest in the position of Interim Fire Chief and is employed solely on a temporary basis to perform specialized services in accordance with Government Code sections 7522.56(c) and 21221(h). Employee further understands and agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act.

9. Certification Regarding Prior Unemployment Benefits. In accordance with Government Code section 7522.56(e)(1), Employee certifies and warrants to City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the twelve months prior to his appointment date under this Agreement.

10. Reimbursable Expenses. During the term of this Agreement, City shall reimburse for reasonable business expenses, including travel (but not to and from the worksite), parking and professional dues associated with maintaining membership in professional organizations pursuant to the applicable provisions of the El Segundo Municipal Code and City administrative policies. Reimbursement requests must be supported by written documentation in accordance with established policies and customary practices of the City.

11. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain any financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to the Political Reform Act (Gov't Code § 87100, et seq.), Government Code sections 1090 and 1126, and all other similar statutory or administrative rules. Employee represents and warrants that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement.

12. Indemnification. For the purposes of indemnification and defense of legal actions, Employee shall be considered an employee of the City and shall be entitled to the same rights, and subject to the same obligations and limitations, as other employees of the City as set forth in the Government Code. Accordingly, City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an act or omission occurring within the course and scope of Employee's services under this Agreement. Notwithstanding the foregoing, this indemnification obligation shall not apply to any intentional tort or crime committed by Employee to any action outside the course and scope of services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or sent by U.S. Mail, first class postage prepaid, to the following address:

To City: City of El Segundo  
350 Main Street  
El Segundo, CA 90245  
Attn: City Attorney

To Robert Espinosa: 2781 Gertrude Drive  
Los Alamitos, CA 90720

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the United States Mail.

14. Entire Agreement. This Agreement supersedes any and all prior understandings or agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties regarding the subject matter herein. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

15. Severability. In the event any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

16. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

17. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The exclusive venue for all disputes arising from or related to this Agreement shall be the Superior Court for the County of Los Angeles.

18. Interpretation. Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

19. Independent Legal Advice. City and Employee represent and warrant to each other that each has read and fully understands the terms and provisions hereof, has had an

opportunity to review this Agreement with legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel.

20. Electronic Signatures. This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

**CITY OF EL SEGUNDO**

**ROBERT ESPINOSA**

\_\_\_\_\_  
Drew Boyles, Mayor

\_\_\_\_\_  
Robert Espinosa

ATTEST:

\_\_\_\_\_  
Tracy Weaver, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Hensley, City Attorney