

RESIDENTIAL RECYCLING AGREEMENT

This Residential Recycling Agreement (“Agreement”) is entered into as of the ____ day of _____, 2013, between the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma (“Authority”) and Allied Waste Systems, Inc., a Delaware corporation (“Contractor”).

WITNESSETH:

WHEREAS, Authority desires to grant to the Contractor the exclusive right to operate and maintain the service of residential and multi-family customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Norman, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of residential and multi-family customer recycling over, upon, along and across the present and future streets, alleys, bridges and public properties of the City of Norman, subject to the terms of this Agreement.

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

I. Contract Documents. The following documents shall be referred to as the “Contract Documents”, all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Request for Proposal (the “RFP”) for Comprehensive Recycling Program (RFP-1213-57) dated November 30, 2012.
- C. Addendum No. 1, dated December, 31, 2012.
- D. Contractor’s Proposal for the City of Norman, Oklahoma Comprehensive Recycling Program.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document “A” have the first priority and Contract Document “D” having the last priority.

II. Definitions. In addition to the definitions set forth in Section 2 of the RFP, capitalized terms in this Agreement shall have the following meanings:

- A. Authority: shall mean the Norman Municipal Authority.

- B. City: Shall mean the City of Norman, Oklahoma.
- C. Collection: The aggregation and transportation of Recyclable Materials from a place at which it is generated and including all activities up to the time when it is delivered to a Materials Recovery Facility.
- D. Collection Hours: Shall mean the time period during which collection of Recyclable Material is authorized in the City.
- E. Contaminated Material: Shall mean all material collected by the recycling vehicles that is not considered Recyclable Material as defined in this contract. Contaminated Materials including but not limited to: garbage, food waste, food tainted items, pizza boxes, egg cartons, wax-coated cartons, ice-cream cartons, aluminum foil, Styrofoam cups and plates, aerosol cans, propane tanks, and helium tanks.
- F. Contractor: Shall mean Allied Waste Systems, Inc., a Delaware corporation.
- G. Hazardous Waste: Shall mean solid waste as described in 40 C.F.R. §260.10.
- H. Insurance: Shall mean a commercial general liability insurance issued in favor of the Norman Municipal Authority.
- I. Materials Recovery Facility (MRF): A recycling facility in which Recyclable Materials are processed. For purposes of this Agreement, unless otherwise modified, MRF shall mean the material recovery facility located 320 N. McCormick Avenue, Oklahoma City, Oklahoma that is owned by Batliner Recycling.
- J. Missed Collection: Shall mean the failure of Contractor to provide recycling collection at a designated collection stop within the Collection Hours on the Scheduled Collection Day.
- K. Multi-family Household: A building or a portion thereof containing five (5) or more dwelling units.
- L. Non-Targeted Materials: Materials that are not Recyclable Materials as defined herein.
- M. Processing: Volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a MRF for transportation or marketing purposes.

- N. Process Residuals: Materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process Residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities. Process Residuals does not include glass broken after Collection.
- O. Recyclable Materials: All items of refuse designated by Contractor and Authority to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse, including aluminum, steel and tin cans; newspaper and newspaper inserts; magazines and catalogs; all junk mail and envelopes; cardboard; office and school paper (all colors); phone books; cereal and cracker type boxes, brown paper sacks and bags; glass bottles and jars; plastics labeled Nos. 1 through Nos. 7; plastic milk jugs; paper milk cartons; and plastic bags.
- P. Scheduled Collection Day: Shall mean the day or days of the week on which recycling collection service by Contractor is to occur, as specified herein.
- Q. Unacceptable Waste. Shall mean Non-Targeted Materials and Hazardous Waste.

III. Contract Term. Unless terminated in accordance with Section VIII(B) of this Agreement or extended in accordance with this Section, the term of this Agreement shall expire after a period of five (5) consecutive years of collection, which shall begin on August 5, 2013 (the "Contract Term"). Authority may at its sole discretion extend the term of this Contract for one additional five (5) year term. To exercise its option, Authority shall provide written notice to Contractor not later than thirty (30) calendar days preceding the expiration of this Agreement. This provision in no way limits the Authority's right to terminate this Agreement at any time during the initial term or any extension thereof pursuant to the provisions in this Agreement.

IV. Costs for Collection, Transportation and Processing.

- A. Single Family Dwellings. The following monthly rates shall apply during the term of the Agreement for each single family dwelling unit:

Year	Monthly Unit Rate
1 (August 5, 2013 – July 30, 2014)	\$1.80

2 (August 1, 2014 – July 30, 2015)	\$1.88
3 (August 1, 2015 – July 30, 2016)	\$1.96
4 (August 1, 2016 – July 30, 2017)	\$2.04
5 (August 1, 2017 – July 30, 2018)	\$2.12

- B. Multi-family Dwellings. Should the Authority exercise the option to provide Recycling Services to all multi-family dwellings, the following monthly rates shall apply during the term of the Agreement for each multi-family dwelling unit:

Year	Monthly Unit Rate
1 (August 5, 2013 – July 30, 2014)	\$1.52
2 (August 1, 2014 – July 30, 2015)	\$1.58
3 (August 1, 2015 – July 30, 2016)	\$1.64
4 (August 1, 2016 – July 30, 2017)	\$1.71
5 (August 1, 2017 – July 30, 2018)	\$1.77

- C. Municipal and School Facilities Collection Requirements. The Contractor shall provide, at no charge, sufficient recycling containers and collection service at least once per week at the following locations in Norman:

- i. City Hall – 201 W. Gray
- ii. Water Treatment Plant – 3000 E. Robinson
- iii. Water Reclamation Facility – 3500 S. Jenkins
- iv. North Base – 1307 Da Vinci
- v. Streets Department – 663 E. Lindsay
- vi. Fire Station #1 – 411 E. Main
- vii. Fire Station #2 – 2211 W. Boyd
- viii. Fire Station #3 – 500 E. Constitution
- ix. Fire Station #4 – 4145 W. Robinson
- x. Fire Station #7 – 2207 Goddard Avenue
- xi. Fire Station #8 – 3901 36th Avenue NW
- xii. Fire Station #9 – 3000 E. Alameda
- xiii. Adams Elementary – 817 Denison
- xiv. Cleveland Elementary – 500 N. Sherry
- xv. Eisenhower Elementary – 1415 Fairlawn
- xvi. Jackson Elementary – 520 Wylie Rd.

- xvii. Jefferson Elementary – 250 N. Cockrel
- xviii. Kennedy Elementary – 621 Sunrise
- xix. Lincoln Elementary – 915 Classen
- xx. Madison Elementary – 500 E. James
- xxi. Monroe Elementary – 1601 McGee
- xxii. McKinley Elementary – 728 S. Flood
- xxiii. Reagan Elementary – 1601 24th Ave. SE
- xxiv. Roosevelt Elementary – 4250 W. Tecumseh
- xxv. Truman Elementary – 600 Parkside Rd.
- xxvi. Washington Elementary – 600 48th Ave. SE
- xxvii. Wilson Elementary – 800 N. Peters
- xxviii. Dimensions Academy – 1101 E. Main
- xxix. Alcott Middle School – 1919 W. Boyd
- xxx. Irving Middle School – 1900 Alameda
- xxxi. Longfellow Middle School – 300 N. Ponca
- xxxii. Whittier Middle School – 2000 W. Brooks
- xxxiii. Norman High School – 911 W. Main
- xxxiv. Norman North High School – 1809 Stubbeman
- xxxv. Norman Public Schools Administration – 131 S. Food
- xxxvi. Norman Public Schools District Computer Center -1133 W. Main
- xxxvii. Norman Public Schools Warehouse – 4100 N. Flood Ave.
- xxxviii. Norman Public Schools Transportation – 425 12th Ave. NE
- xxxix. Norman Public Schools Food Services – 111 N. Berry Road

D. Event Boxes. Contractor shall make up to 100 event boxes available for community events at no cost upon request by the Authority. Should additional event boxes be requested by the Authority, Contractor will provide them for a rate of \$5.00 per box.

E. Fuel Recovery Fee. During the term of this agreement it may become necessary to impose a Fuel Recovery Fee (the “FRF”) to address any unforeseen increase in the cost of fuel. The Contractor may apply with the Authority for a fuel surcharge in the event an increase in the Contractor’s cost of fuel materially impacts the Contractor’s base overhead expense. The Authority may approve a fuel surcharge if the Contractor demonstrates and provides satisfactory evidence of a material increase in operational overhead resulting solely from an increase in fuel cost. The surcharge shall not exceed 3% (three percent). The approval of the Authority shall not be unreasonably withheld; however, the refusal of the Authority to allow a surcharge shall be final. Fuel surcharges permitted under this Agreement, if approved by the Authority, shall be for terms not to exceed three (3) months.

V. Contractor Operational Obligations.

- A. General Requirements. The general requirements for the collection of Recyclable Materials are set forth in Section 3 of the RFP.
- B. Collection Method. Contractor shall employ single-stream collection of Recyclable Materials, meaning residents will commingle all groups of Recyclable Materials in a lidded, wheeled cart and the Contractor will collect and process the Recyclable Materials in a single stream.
- C. Collection Frequency and Schedule. Contractor will provide recycling collection as dictated by the Authority. Before collection begins, the Authority will provide Contractor with a schedule and route maps that will provide each residential customer with pickup of the Recyclable Materials every other week.
- D. Collection Containers. The Authority will provide and distribute 95 gallon lidded and wheeled polycarts for collection of Recyclable Materials.
- E. Ownership of Recyclable Materials. All Recyclable Materials for collection shall remain the responsibility and in the ownership of the resident until handled for collection by Contractor. At the point of collection, the Recyclable Materials become the property of the Contractor. Contractor shall report to the Authority any instances of suspected scavenging or unauthorized removal of Recyclable Materials from any collection container.
- F. Procedure for Unacceptable Waste, Materials Outside Cart and Unreachable Carts.
 - i. At the collection point: If Contractor determines that a resident has set out Unacceptable Waste or Non-Targeted Materials, left Recyclable Materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, Contractor shall use the following procedures:
 - 1. Contractor shall collect all the Recyclable Materials and leave an “education tag” provided by Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
 - 2. The driver shall record the address of educational tags notifications.
 - ii. At the processing point: If non-targeted materials or process residuals are discovered at the point of processing, the Contractor will remove said materials and dispose of it properly.

- iii. Title to and liability for Unacceptable Waste shall at no time pass to Contractor.

- G. Customer Complaints. The Contractor shall operate an office located in the Oklahoma City metropolitan area which shall be open during collection hours; have responsible person(s) in charge during collection hours, be equipped with sufficient telephones to receive and record complaints, and requests for information in a courteous and polite manner. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. Additionally, the Authority shall provide staffing of a telephone-equipped office to receive complaints between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Authority shall forward all complaints to Contractor who shall keep a log of all complaints, including the nature of the complaints, the names, addresses and contact numbers of the complainants, the date and time received, the Contractor's response, and the date and time of response. All complaint information shall be forwarded to the Authority in a monthly report.
- H. Procedure for Complaints, Questions, and Missed Collections. A complaint regarding service or missed collection may be received by Contractor from either the customer or the Authority. If the report is for a missed stop and is received by Contractor before Noon on a scheduled working day, Contractor is required to return to the complaint address and complete the collection. If the report is registered after Noon on a scheduled working day, Contractor is required to return to the complaint address by Noon the following work day.
- I. Clean Up Responsibilities. Contractor shall adequately clean up any Recyclable Material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage.
- J. Non-Completion of Collection and Extension of Collection Hours: Contractor shall inform the Authority of the areas not completed, the reason for non-completion, and the expected time of completion on a daily basis as applicable.
- K. Holidays. Contractor shall observe holidays in the same manner in which the Authority's sanitation service observes holidays. In the event a holiday on which no collection is provided occurs on a weekday, the collection for each day of that week after the holiday shall be made one (1) working day later.
- L. Publicity, Promotion and Education. The Contractor shall publish and distribute public education flyers to single-family dwellings on at least an

annual basis as described in Section 2.23 and 4.04 of the Request for Proposal. Should recycling service be extended to multi-family dwellings, the Contractor shall publish and distribute public education flyers to all multi-family dwellings as described in Section 5.06 of the Request for Proposal. The Contractor shall prepare and produce all notices, door hangers, and other program informational material as approved by the Authority, and shall be responsible for all costs of preparing and producing program information. Contractor shall distribute such materials as per Authority instructions. Contractor and the Authority agree the initial welcome packet marketing material will be distributed with the delivery of the recycling polycart.

VI. Performance Assurances.

A. Recordkeeping.

i. The Contractor shall keep the following records to be included in a monthly report provided to the Authority by the 5th day of each month:

1. Number of containers set out for collection each day for each route (participation rate),
2. Average weight of Recyclable Materials per container,
3. Total quantities of Recyclable Materials collected, by material type (in tons),
4. Net quantities of Recyclable Materials marketed, by material type (in tons),
5. Quantities of Process Residuals disposed (in tons),
6. Recycling service fee (based upon contracted price per household),
7. Log of all complaints, including the nature of the complaints; the names, addresses and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response, and
8. Log of all resident addresses where education tags were left because of Contaminated Materials set out for recycling.

ii. The Contractor shall keep the following records to be included in an annual report provided to the Authority by January 31st of the following year:

1. Total quantities of Recyclable Materials collected in Norman, by material type (in tons),
2. Net quantities of the Authority's Recyclable Materials marketed, by material type (in tons),
3. Quantities of Process Residuals disposed (in tons),

4. Disposal location of Process Residuals,
5. Materials composition analysis of the Authority's Recyclable Materials, and
6. Average participation rate and set-out rate and an explanation of how those rates were calculated.

In addition to the records above, the Contractor shall include any recommendations for improvements to the recycling program in its annual report.

- B. Auditing. The Authority, at its sole discretion, may audit the records that Contractor is required to maintain pursuant to Section VI(A) of this Agreement (the "Records"). The right to audit the Records shall include the right of the Authority to examine and reproduce Contractor's records at the Authority's sole expenses. Authority may perform audits between 8AM, CST and 5PM, CST, excluding Saturdays and Sundays, during the Contract Term through two (2) years after the date final payment is made from the Authority to the Contractor. If the Authority elects to audit Contractor, Contractor shall provide the Authority access to the Records. Records shall include pertinent books, invoices, weight tickets, and all other documents and papers relating to this Agreement not otherwise excluded by this Section of the Agreement. Records shall not include financial statements, tax returns, payroll records, or any other proprietary information. Contractor shall provide adequate and appropriate work space at Contractor's facilities in Oklahoma City in order to conduct audits in compliance with the provisions of this Section. Authority shall give Contractor at least thirty (30) calendar days advance written notice of its intention to audit. Authority shall pay audit costs incurred by third party retained by the Authority. Authority shall not pay for any costs incurred by Contractor or third parties retained by Contractor. Contractor shall be solely responsible for audit costs incurred by Contractor and third parties retained by Contractor.
- C. Inspection Rights. The Authority, in its sole discretion, may inspect Contractor's equipment and facilities used in connection with this Agreement. The Authority may perform inspection during collection as defined in Section II(D) of the Agreement during the Contract Term. If the Authority elects to inspect Contractor's equipment or facilities, Contractor shall provide the Authority access to any and all equipment and facilities relating to the Agreement. Equipment shall include vehicles and all other equipment relating to the Agreement. Facilities shall include the local customer office and all other facilities relating to the Agreement. Contractor shall provide adequate and appropriate work space at Contractor's facilities in order to conduct inspections in compliance with the provisions of this Section. The Authority shall give Contractor at least ten (10) calendar days advance written notice of intention to inspect

Contractor's equipment and/or facilities. Authority shall pay inspection costs incurred by third party retained by Authority. Authority shall not pay for any costs incurred by Contractor or third parties retained by Contractor. Contractor shall be solely responsible for inspection costs incurred by Contractor and third parties retained by Contractor.

- D. Annual Review Meeting: The Contractor will meet with representatives of the Authority on an annual basis to review its performance under this Agreement and discuss any problems that may need to be addressed as well as any recommendations for improvement to the recycling program.

VII. Liability Assurances.

- A. Insurance Coverage Requirements. Contractor shall maintain insurance issued by insurance companies acceptable to the Authority with the following minimum terms and limits during the entire term of the Agreement:
- i. Workers Compensation – Statutory limits.
 - ii. Employer's Liability - \$500,000
 - iii. Bodily Injury Liability except Automobile - \$500,000 per occurrence, \$1,000,000 aggregate
 - iv. Property Damage except Automobile - \$500,000 per occurrence, \$500,000 aggregate
 - v. Automobile Bodily Injury -\$500,000 each occurrence
 - vi. Automobile Liability - \$500,000 each occurrence
- B. Performance Bond. Contractor shall maintain a performance bond in a minimum amount of \$300,000 to be utilized should Contractor fail to perform the services outlined in this Agreement.
- C. Indemnification. Contractor agrees to defend, indemnify and hold harmless the Authority, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this Agreement or by reason of the Contractor to fully perform, in any respect, any of its obligations under this Agreement.
- D. Force Majeure. Contractor shall not be liable for failure to perform Contractor's duties if such failure is caused by catastrophe, act of war, civil disturbance, act of God or similar contingency beyond the reasonable control of Contractor. Contractor shall take all such measure as may be necessary to resume services as quickly as possible. Contractor shall take

all measures as may be necessary to resume service as quickly as possible should such a failure occur and shall develop contingency plans for such events to ensure any disruption in service is limited.

- E. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties or between the Authority and the MRF. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the Authority; and any and all claims which may arise, including Worker's Compensation claims under the Workers Compensation Act of the State of Oklahoma or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.
- F. Retention of Records. The Contractor shall retain all Records for a period of three (3) years after the resolution of all audit findings (if an audit is performed but otherwise in accordance with applicable law).

VIII. Contract Enforcement and Remedies.

- A. Right to Withhold Payment. In addition to express provisions elsewhere contained in this Contract, the Authority may withhold from any payment otherwise due the Contractor for failure of Contractor to fulfill its obligations as follows:
 - i. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident
 - ii. Failure to collect properly notified missed Collections - \$250 per incident
 - iii. Failure to provide monthly and annual reports - \$100 per incident
 - iv. Failure to complete the Collections within the specified timeframes without proper notice to the Authority - \$100 per incident
 - v. Failure to clean up from spills during Collection operations - \$250 per incident
 - vi. Failure to report on changes in location of Recyclable Materials processing operations - \$250 per incident
 - vii. Failure to provide written description of the means to estimate relative amount of Process Residuals derived from the Authority's recyclables on the monthly reports - \$100 per incident
 - viii. Making changes to the Collection and Processing systems prior to receiving Authority approval to implement any such change - \$500

- ix. Failure to conduct and report results of the annual composition analysis - \$100 per incident.

- B. Right to Terminate for Cause: Either party may terminate the Agreement if the other party fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after sixty (60) days written notice has been provided. The Authority shall pay Contractor all compensation earned prior to the date of the termination minus any damages and costs incurred by the Authority as a result of the breach. If the Agreement is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Agreement shall, at the option of the Authority, become the property of the Authority, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.
- C. Dispute Resolutions. The parties agree that any controversy or claim arising out of or relating to the agreement or the breach thereof, shall be settled, at the option of the Authority by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof.

IX. Assignment and Subcontracting. Contractor shall not assign, subcontract, convey, or otherwise dispose of this Agreement or permits required for this Agreement without the written permission of the Authority, which consent shall not be unreasonably withheld. If Contractor assigns, subcontracts, conveys, or otherwise disposes of this Agreement or permits without the written permission of the Authority, Contractor shall remain liable to the Authority under this Agreement. If Authority provides Contractor written permission to subcontract, Contractor shall remain liable to Authority for full and complete satisfactory and acceptable performance of Recycling Services in accordance with this Agreement.

X. Compliance with Laws, Regulations, and Ordinances. Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.

XI. Miscellaneous Provisions.

- A. Applicable Law. The laws of the State of Oklahoma shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those

courts located within the County of Cleveland, State of Oklahoma, regardless of the place of business, residence, or incorporation of the Contractor.

- B. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide Recycling Services under this Agreement.
- C. Severability. If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- D. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

Authority: Norman Municipal Authority
P.O. Box 370
Norman, OK 73070
Attn: Utilities Director
With Copy to: Utilities Superintendent

Contractor: Allied Waste Systems, Inc.
7540 SW 59th Street
Oklahoma City, OK 73179

- E. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.

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IN WITNESS WHEREOF, this Agreement is entered into the ____ day of _____, 2013.

ALLIED WASTE SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Attest: _____

(Corporate Seal)

NORMAN MUNICIPAL AUTHORITY

By: _____

Name: Cindy S. Rosenthal

Title: Chairperson

Attest: _____

Secretary

(Seal)

Approved as to form and legality this ____ day of _____, 2013.

City Attorney