



CITY COUNCIL AGENDA ITEM

October 11, 2010

To: John Szerlag, City Manager

From: Mark F. Miller, Acting Assistant City Manager/Economic Development Service
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

Subject: Standard Purchasing Resolution 3 – Exercise Renewal Option - Snow Removal Rental Equipment Including Operators

Background

On November 9, 2009, Troy City Council approved contracts to provide seasonal requirements of snow removal rental equipment including operators with an option to renew for one additional season to Florence Cement Company, DiPonio Contracting, Sterling Topsoil and Grading and ABC Paving Company (Resolution #2009-11-338-F-13).

All four (4) vendors have agreed to renew their contracts under the same pricing, terms and conditions as last season.

In accordance with the City's snow plowing policy, subdivisions and local roads are plowed only when snow accumulation is four-inches or more in a single snow fall. These contractors will be utilized to assist in the City's snow plowing efforts on an as needed basis. Additionally, due to the variability of weather and fluctuating equipment availability, many companies do not bid on snow removal services. Therefore, the City hires additional contractors based upon the emergency power of the City Manager.

The Purchasing department reviewed the September 2010 bid results for similar services from the City of Warren. Compared to Warren's bid prices, Troy's prices averaged, in total, about 10% less for all equipment. Based on these results, the Purchasing department anticipates no additional value would be obtained if these services were rebid at this time.

Recommendation

City management recommends renewing contracts for one (1) additional season to provide snow removal rental equipment including operators to the following vendors: Florence Cement Company and DiPonio Contracting of Shelby Township; Sterling Topsoil and Grading of Fraser; and ABC Paving Company of Trenton, at original contract prices as listed in Appendix A.

Fund Availability

Funds are available in the operating budgets of the Streets Division for snow and ice control for local, major and county roads.

REVIEWED AS TO FORM AND LEGALITY:

Lori Grigg Bluhm, City Attorney

APPENDIX A

Equipment	Hourly Rate/Unit	Number of Units Company Can Provide			
		ABC Paving Company	Diponio Contracting	Sterling Topsoil and Grading	Florence Cement Company
Road Grader - 20,000 GVW	\$ 150.00			1	2
Front end Loader - 3 yd Capacity	\$ 130.00		2	1	
Front end Loader - 4 yd Capacity	\$ 135.00			1	
Front end Loader - 5 yd Capacity	\$ 140.00		2		8
Truck w/minimum 10ft Snow Plow	\$ 120.00	4			
Pick up w/minimum 8ft Blade	\$ 85.00		2		2

No Bid: Redburn's Snow Plowing & Lawn Maintenance Inc.

Withdrew: Metro Detroit Landscaping & Snow Removal

Defaulted: Metropolitan Contracting

All four company's listed were awarded a contract for snow removal rental equipment (including operators). Each company has agreed to the same pricing schedule for each piece of equipment listed. Each vendor will supply the equipment listed below their company name at the quantities stated.

AGREEMENT RENEWAL
SNOW REMOVAL SERVICES

THIS AGREEMENT RENEWAL is entered into between the CITY OF TROY, 500 W. Big Beaver Road, Troy, Michigan 48084, hereinafter referred to as the CITY, and _____, hereinafter referred to as CONTRACTOR.

The CITY and CONTRACTOR agree to renew the Agreement – Snow Removal Services to provide snow removal services on an emergency basis as needed for a period of one (1) season as follows:

WITNESSETH:

The Agreement – for Snow Removal Services – executed November 9, 2009 entered into between the City of Troy, 500 W Big Beaver Road Troy, Michigan and _____ describe the terms and conditions of the Agreement and are incorporated as though fully set out herein.

In addition, both parties hereby mutually agree to renew the entire contract for an additional one (1) season to provide Snow Removal Services as described through April 15, 2011, unless canceled in whole or in part, by either party upon provision of sixty (60) days written notice. In the event of cancellation, City agrees to pay the Contractor monies due under this contract prior to the date of cancellation.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on this ___ day of October 2010.

WITNESSES:

CONTRACTOR

CITY OF TROY

BY: _____
Mayor Louise E. Schilling

John Szerlag, City Manager

RESOLUTION NUMBER: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____

Lori Grigg Bluhm, City Attorney

ATTEST: _____
Tonni Bartholomew, City Clerk

From:City of Troy Purchasing

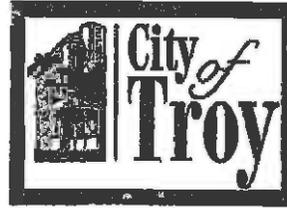
248 619 7608

09/22/2010 12:13

#028 P.001/001

500 W. Big Beaver
Troy, MI 48064
(248) 524-3300

The City of Tomorrow...



...Today

September 22, 2010

ATTN: Mr. Angelo S. Lanni
Florence Cement Company
12798 Twenty-Three Mile Road
Shelby Township, MI 48315
FAX: (586) 897-3966

Dear Mr. Lanni,

The City of Troy entered into contract #2010-90000011 with Florence Cement Company to provide one-season requirements of emergency snow removal with an option to renew for one additional season, which expired April 15, 2010. The City is interested to know whether Florence Cement Company will renew its contract at established prices for one additional season.

Please fax this letter back to the Purchasing Department indicating if Florence Cement Company wishes to renew this contract until April 15, 2011. The fax number is (248) 619-6708. It should be understood that this request to renew the contract agreement is subject to administrative approval and is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

Please fax this letter back to the City of Troy Purchasing Department by 4:30 p.m. on Tuesday, September 28, 2010. If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Florence Cement Company is interested in renewing the contract under the same prices, terms, and conditions through April 15, 2011:

X [Signature] V.P.
Signed: Authorized Company Representative

Description	Number Available	Hourly Rates
Road Grader - 20,000 GVW	2	\$150.00
Front End Loader - 5 yd Capacity	8	\$140.00
Pick up w/minimum 8ft Blade	2	\$ 65.00

Florence Cement Company is not interested in renewing the contract: ()

X _____
Signed: Authorized Company Representative

Date: _____

Thank you,
Julie Hamilton
Purchasing Department
City of Troy

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From: City of Troy Purchasing

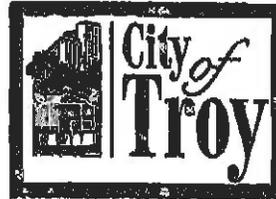
248 619 7608

09/22/2010 12:14

#029 P.001/001

500 W. Big Beaver
Troy, MI 48064
(248) 524-3300

The City of Tomorrow...



...Today

September 22, 2010

ATTN: Mr. Frank T. DiPonio
DiPonio Contracting LLC
51173 Simone Industrial Drive
Shelby Township, MI 48316
FAX: (586) 997-4192

Dear Mr. DiPonio,

The City of Troy entered into contract #2010-90000012 with DiPonio Contracting LLC to provide one-season requirements of emergency snow removal with an option to renew for one additional season, which expired April 15, 2010. The City is interested to know whether DiPonio Contracting LLC will renew its contract at established prices for one additional season.

Please fax this letter back to the Purchasing Department indicating if DiPonio Contracting LLC wishes to renew this contract until April 15, 2011. The fax number is (248) 619-6708. It should be understood that this request to renew the contract agreement is subject to administrative approval and is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

Please fax this letter back to the City of Troy Purchasing Department by 4:30 p.m. on Tuesday, September 28, 2010. If you have any questions please call me at (248) 680-7291.

CHECK ONE:

DiPonio Contracting LLC is interested in renewing the contract under the same prices, terms, and conditions through April 15, 2011:

x Marcia A. Chesney
Signed: Authorized Company Representative

Description	Number Available	Hourly Rates
Front End Loader - 3 yd Capacity	2	\$130.00
Front End Loader - 6 yd Capacity	2	\$140.00
Pick up w/minimum 8ft Blade	2	\$ 85.00

DiPonio Contracting LLC is not interested in renewing the contract: ()

X _____
Signed: Authorized Company Representative

Date: _____

Thank you,
Julie Hamilton
Purchasing Department
City of Troy

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From:City of Troy Purchasing

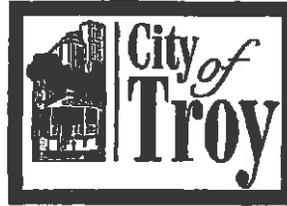
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09/22/2010 12:11

#026 P.001/001

500 W. Big Beaver
Troy, MI 48064
(248) 521-3300

The City of Tomorrow...



...Today

September 22, 2010

ATTN: Mr. Don Gerlach
Sterling Topsoil & Grading Inc.
PO Box 26537
Fraser, MI 48026
FAX: (586) 264-0310

Dear Mr. Gerlach,

The City of Troy entered into contract #2010-90000013 with Sterling Topsoil and Grading Inc. to provide one-season requirements of emergency snow removal with an option to renew for one additional season, which expired April 15, 2010. The City is interested to know whether Sterling Topsoil and Grading Inc. will renew its contract at established prices for one additional season.

Please fax this letter back to the Purchasing Department indicating if Sterling Topsoil and Grading Inc. wishes to renew this contract until April 15, 2011. The fax number is (248) 619-6708. It should be understood that this request to renew the contract agreement is subject to administrative approval and is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

Please fax this letter back to the City of Troy Purchasing Department by 4:30 p.m. on Tuesday, September 28, 2010. If you have any questions please call me at (248) 680-7291.

CHECK ONE:

Sterling Topsoil and Grading Inc is interested in renewing the contract under the same prices, terms, and conditions through April 15, 2011: ()

x *Donald W. Dulock*

Signed: Authorized Company Representative

Description	Number Available	Hourly Rates
Road Grader - 20,000 GVW	1	\$150.00
Front End Loader - 3 yd Capacity	1	\$130.00
Front End Loader - 4 yd Capacity	1	\$135.00

Sterling Topsoil and Grading Inc. is not interested in renewing the contract: ()

X _____
Signed: Authorized Company Representative

Date: 9-22-10

Thank you,
Jule Hamilton
Purchasing Department
City of Troy

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500 W. Big Beaver
Troy, MI 48084
(248) 524-3300

The City of Tomorrow...



...Today

September 22, 2010

ATTN: Mr. Joshua R. Christman
ABC Paving Company
2650 Van Horn Road
Trenton, MI 48183
FAX: (734) 671-7847

Dear Mr. Christman,

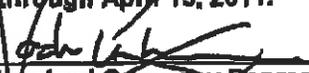
The City of Troy entered into contract #2010-90000014 with ABC Paving Company to provide one-season requirements of emergency snow removal with an option to renew for one additional season, which expired April 15, 2010. The City is interested to know whether ABC Paving Company will renew its contract at established prices for one additional season.

Please fax this letter back to the Purchasing Department indicating if ABC Paving Company wishes to renew this contract until April 15, 2011. The fax number is (248) 619-6708. It should be understood that this request to renew the contract agreement is subject to administrative approval and is subject to a favorable market survey. A request by City staff to determine the successful bidder's interest in renewing the contract in no way obligates the City. The option cannot be exercised without Troy City Council approval and a blanket purchase order issued.

Please fax this letter back to the City of Troy Purchasing Department by 4:30 p.m. on Tuesday, September 28, 2010. If you have any questions please call me at (248) 680-7291.

CHECK ONE:

ABC Paving Company is interested in renewing the contract under the same prices, terms, and conditions through April 15, 2011: ()

X 
Signed: Authorized Company Representative

Description	Number Available	Hourly Rates
Truck w/minimum 10ft Snow Plow	4	\$120.00

ABC Paving Company is not interested in renewing the contract: ()

X
Signed: Authorized Company Representative

Date: Sept. 27, 2010

Thank you,
Julie Hamilton
Purchasing Department
City of Troy

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County, and hereby **AUTHORIZES** the Mayor and City Clerk to execute the document, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-13 Contract Award: Informal Quote Process – Snow Removal Rental Equipment Including Operators

Resolution #2009-11-338-F-13

RESOLVED, That Troy City Council hereby **AWARDS** contract(s) to provide seasonal requirements of snow removal rental equipment including operators with an option to renew for one (1) additional season utilizing an informal quote process to the following vendors at the hourly rates contained in Appendix A, a copy of which shall be **ATTACHED** to the original Minutes of this meeting:

<u>Company Name</u>	<u>Location</u>
Florence Cement Company	Shelby Township, MI
Diponio Contracting	Shelby Township, MI
Sterling Topsoil and Grading	Fraser, MI
ABC Paving Company	Trenton, MI

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** City staff to extend the hourly contract prices to other contractors, after the successful bidders have been employed, to speed the snow removal process during times of snow emergencies; and

BE IT FINALLY RESOLVED, That the contracts will expire April 15, 2010, and are **CONTINGENT** upon submission of properly executed contract documents, including insurance certificates, agreements, and all other specified requirements, and Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to execute the agreements, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

F-14 Traffic Committee Recommendations – October 21, 2009

a) Installation of STOP Sign on Southbound Ruthland at Kirk Lane

Resolution #2009-11-338-F-14a

RESOLVED, That Troy City Council hereby **AUTHORIZES** Traffic Control Order No. 09-03-SS be issued for the installation of a STOP sign on southbound Ruthland at Kirk Lane.

b) Installation of STOP Sign on Norton at Quill Creek

Resolution #2009-11-338-F-14b

RESOLVED, That Troy City Council hereby **AUTHORIZES** Traffic Control Order No. 09-04-SS be issued for the installation of a STOP sign on Norton at Quill Creek.



CITY COUNCIL ACTION REPORT

October 19, 2009

TO: John Szerlag, City Manager

FROM: Mark F. Miller, Acting Assistant City Manager/Economic Development Services
Susan A. Leirstein, Purchasing Director
Timothy L. Richnak, Public Works Director

SUBJECT: Contract Award: Informal Quote Process – Snow Removal Rental Equipment Including Operators

Background

- On September 28, 2009, quotes were electronically received for seasonal requirements of snow removal rental equipment including operators with an option to renew for one (1) additional season.
- An informal quote process was conducted using the MITN system with 211 vendors notified.
- A total of six (6) responses were received, as well as one no bid. Of the six responses, one vendor requested to withdraw due to prior contract commitments and another vendor could not be considered due to their current default status.
- Contract pricing was set by the company(s) offering the lowest price for each piece of equipment.
- All four (4) vendors agreed to meet all the set contract prices with the exception of ABC Paving Company, who would only agree to the pricing for the truck with a 10' snow plow.

Financial Considerations

- Funds are available in the operating budgets of the Streets Division for snow and ice control for local, major and county roads.
- The contract pricing for these services has remained consistent since the 2005 season.

Legal Considerations

- RFQ-COT 10-10000112, Seasonal Requirements of Snow Removal Rental Equipment including Operators with an option to renew for one (1) additional season was opened on September 28, 2009. The informal quote process resulted in six (6) vendors responding.
- Due to the variability of weather and fluctuating equipment availability, many companies do not bid on snow removal services. Therefore, the City hires additional contractors based upon the emergency provision powers of the City Manager.
- The award is contingent upon contractor's submission of properly executed proposal and contract documents, including agreements, insurance certificates and all other specified requirements.

October 19, 2009

To: John Szerlag, City Manager
Re: Contract Award – Snow Removal Rental Equipment

Recommendations

- City management recommends awarding contracts for one (1) season of snow removal rental equipment including operators with an option to renew for one (1) additional season to the following responsive vendors: Florence Cement Company, Diponio Contracting, Sterling Topsoil and Grading, and ABC Paving Company at unit prices listed in Appendix A.

Reviewed as to form and legality:

Lori Grigg Bluhm, City Attorney

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APPENDIX A

Equipment	Hourly Rate/Unit	Number of Units Company Can Provide			
		ABC Paving Company	Diponio Contracting	Sterling Topsoil and Grading	Florence Cement Company
Road Grader - 20,000 GVW	\$ 150.00			1	2
Front end Loader - 3 yd Capacity	\$ 130.00		2	1	
Front end Loader - 4 yd Capacity	\$ 135.00			1	
Front end Loader - 5 yd Capacity	\$ 140.00		2		8
Truck w/minimum 10ft Snow Plow	\$ 120.00	4			
Pick up w/minimum 8ft Blade	\$ 85.00		2		2

No Bid: Redburn's Snow Plowing & Lawn Maintenance Inc.

Withdrew: Metro Detroit Landscaping & Snow Removal

Defaulted: Metropolitan Contracting

All four company's listed were awarded a contract for snow removal rental equipment (including operators). Each company has agreed to the same pricing schedule for each piece of equipment listed. Each vendor will supply the equipment listed below their company name at the quantities stated.

AGREEMENT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT entered into on _____, 2009, between the CITY OF TROY, 500 W. Big Beaver, Troy, Michigan, hereinafter referred to as the City, and _____ hereinafter referred to as the CONTRACTOR,

WITNESSETH:

In consideration of CITY granting to the CONTRACTOR the privilege and right of providing snow removal services on an emergency basis, the CONTRACTOR agrees as follows:

1. **SCOPE**. This Contract incorporates by reference the Request for Quotation and CONTRACTOR'S Response to Request for Quotation as though fully set out herein. These documents constitute the entire Contract and any changes thereto shall be in writing signed by both parties unless otherwise set out in the Contract.

2. **RATES**: CONTRACTOR shall be paid by CITY for snow removal services, which includes the equipment, the operator and all related expenses at the agreed upon hourly rates(s) as contained in the attached Appendix A. Hourly rates apply to actual hours of snow removal operation. CITY will pay a straight rate only. Any premium for overtime, Sundays or Holidays are the responsibility of the CONTRACTOR. Rates shall be firm for the term of the Contract. CITY agrees to call CONTRACTOR for snow removal service only where CITY estimates that there is at least eight hours of snow removal work. However, the City will not be responsible to CONTRACTOR for any hours that CONTRACTOR is not able to engage in snow removal due to equipment failure, inadequate employee coverage or employee down time

3. **EMERGENCY CONDITIONS**: CONTRACTOR may, under emergency conditions, be required to operate equipment continuously for 24 hours a day until the

end of the emergency. CONTRACTOR should insure that there is sufficient staffing to accommodate emergency conditions in compliance with the law.

4. DAMAGE RESPONSIBILITY: CONTRACTOR assumes responsibility for property damage caused by CONTRACTOR's operators. Such property damage includes, but is not limited to: damage to sidewalks, curbs, signs, mailboxes, turf, vehicles, trees, shrubs, or sprinklers.

5. NON-ASSIGNMENT/INDEPENDENT CONTRACTOR. CONTRACTOR shall have no authority or power to assign, sublet, or transfer any rights, privileges, or interests without obtaining prior written permission from the City. CONTRACTOR acknowledges that it is an independent contractor with no authority to bind CITY to any contracts or agreements, written or oral.

6. LAWS AND REGULATIONS. CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations. CONTRACTOR indemnifies and holds the CITY and all its officers, representatives, agents and employees harmless against any claim of liability arising from or based on the violation of any such law, ordinance, or regulation, whether by the CONTRACTOR, employees or any pre-approved subcontractors.

7. SAFETY. CONTRACTOR will provide snow removal services in a manner that will not create a hazard, nor hinder, restrict or impede traffic. CONTRACTOR must take all necessary steps to assure proper safety during the performance of CONTRACT. Public safety must be of prime concern for the CONTRACTOR.

8. DRIVING RECORDS OF EMPLOYEES. CONTRACTOR shall perform a complete driving history search on all employees or pre-approved sub-contractors that will be operating vehicles or equipment. Employees or sub-contractors with any convictions for Operating While Intoxicated (OWI- Intoxicated), Unlawful Blood Alcohol Level (UBAL), Operating While Impaired (OWI), Operating While Under the Influence of

a Narcotic or Controlled Substance or the Sale, Use and/or Possession of Marijuana or a Control Substance shall not be allowed to work in Troy at any time. If an employee or pre-approved sub-contractor is arrested or charged with such an offense, CONTRACTOR shall immediately stop that employee or sub-contractor from working in Troy. CONTRACTOR shall develop a plan/policy for screening criminal and driving records to make sure that all employees and pre-approved sub-contractors are compliant with the terms of this Agreement. The City shall be provided with a copy of that policy within ten (10) days after the execution of the Agreement. CONTRACTOR shall perform annual Motor Vehicle Record (MVR) checks on all drivers for compliance with the above point convictions and take appropriate action. All of these records are subject to examination by the CITY.

9. EMPLOYEE CONDUCT. CONTRACTOR will promptly investigate and act upon any allegation that any employee or pre-approved subcontractor has acted in an unprofessional or criminal manner and take the necessary corrective action to remedy the situation.

10. INSURANCE REQUIREMENTS. OPERATOR shall carry general liability insurance, automobile liability insurance, and workers compensation for any actions, claims, liability or damages caused to others arising out of the performance of this Contract in the amounts approved by CITY and set forth in the attached Sample Certificate of Insurance. Documentation demonstrating the required insurance coverage shall be provided to CITY's Risk Management Department immediately upon execution of this Contract. Cancellation of the insurance shall be considered a material breach of this Contract, and the Contract shall become null and void unless the CONTRACTOR immediately provides proof of renewal of continuous coverage to CITY's Risk Management Department. All of CONTRACTOR's insurance carriers shall

be licensed and admitted to do business in the State of Michigan and acceptable to CITY.

11. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss (including all costs connected therewith), and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy. This provision includes, but is not limited to claims of personal injury (including bodily injury or death) and/or property damage which arises out of or is in any way connected or associated with the execution of activities by CONTRACTOR under the terms of this Contract.

12. TERM OF AGREEMENT. This contract shall terminate April 15, 2010. However, the parties may mutually consent to renew the contract for an additional year, as long as there is written consent from each of the parties at least 90 days prior to the expiration of this Contract. The parties can also unilaterally cancel the contract, as long as the party desiring to terminate the Contract provides at least 90 days advance written notice to the other party. The Troy City Council is the authorizing entity for CITY.

13. TERMINATION: If CITY observes or learns that CONTRACTOR or any of CONTRACTOR's employees or pre-approved sub-contractors are engaging in unsafe or dangerous practices in the performance of this Contract, then CITY shall have the right to immediately terminate the Contract. In any such case, CITY shall have the right to assign the Contract to any other qualified entity, and Contractor shall be responsible for any difference in the hourly rate, as set forth in this Contract, and the hourly rate of

any subsequent Contractor, whose presence is necessitated by the unsafe or dangerous conduct of CONTRACTOR.

14. NOTICE: All written notices to be given under this Contract shall be mailed by first class mail to the other party at its last known address.

15. GOVERNING LAW AND JURISDICTION: This Agreement is made in and shall be governed by the laws of the State of Michigan. Any lawsuits under this Agreement shall be filed in the Oakland County Circuit Court, Michigan.

16. HEADINGS. Pronouns and relative words herein used shall be read interchangeably in the masculine, feminine or neuter, singular or plural as the respective case may be.

17. ENTIRE AGREEMENT. The foregoing constitutes the entire Contract between the parties and may be modified only by a written instrument signed by both parties.

18. AUTHORITY TO EXECUTE: By execution of this Contract, the respective parties acknowledge that each has executed this Contract with full and complete authority to do so.

WITNESSES:

1. _____
2. _____

CONTRACTOR:

CITY OF TROY:

By _____
Louise Schilling, Mayor

Tonni Bartholomew, City Clerk

City Manager or Designee

Resolution Number: _____

APPROVED AS TO FORM AND LEGALITY:

By _____

Lori Grigg Bluhm, City Attorney