

BIRMINGHAM CITY COMMISSION AGENDA
SPECIAL MEETING
APRIL 28, 2018
MUNICIPAL BUILDING
151 MARTIN, BIRMINGHAM MI 48009 PH: 248-530-1880
2:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Andrew M. Harris, Mayor

II. ROLL CALL

J. Cherilynn Mynsberge, City Clerk

III. BUSINESS

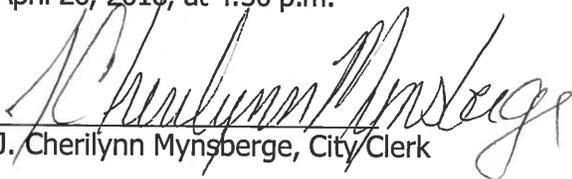
Resolution authorizing the contract with Angelo Iafrate to provide site preparation services for the temporary parking lot located at the southeast corner of Woodward and Maple for fiscal year 2017-2018 in the amount of \$80,335 from account # 585-538.012-981.0100. Further directing the Mayor and City Clerk to sign the agreement on behalf of the City.

IV. ADJOURN

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

I, J. Cherilynn Mynsberge, City Clerk of the City of Birmingham, Michigan, do hereby certify that this notice was posted in accordance with MCL15.265(4), Open Meetings Act PA267 of 1976, on April 26, 2018, at 4:50 p.m.


J. Cherilynn Mynsberge, City Clerk



MEMORANDUM

Office of the City Manager

DATE: April 28, 2018
TO: Joseph A. Valentine, City Manager
FROM: Tiffany J. Gunter, Assistant City Manager
SUBJECT: Parking Lot: Site Preparation Contract

The recommendation to approve the lease agreement with the owners of the property at the southeast corner of Woodward and Maple was approved on April 9. This location would allow the City to issue an additional 170 permits to our daily parkers in the Central Business District. Staff developed a request for proposals (RFP) to identify contractors that would be able to prepare the site for parking before the end of May.

The RFP was released on April 16 with a deadline of April 24 for bid submission. The City received two bids to complete the site preparation work that met the requirements of the bid:

Company	Bid Amount
Angelo Iafrate	\$80,335.00
STE Construction Services, Inc.	\$151,936.00

The contractors were required as a component of the RFP to visit the site and evaluate the existing conditions prior to making a cost proposal. Both of the contractors indicated that the site visit had been conducted.

STE Construction's costs were significantly higher in the areas of earth excavation, subgrade undercutting, and the installation of parking stalls.

Angelo Iafrate has committed to complete the requested work by or before the deadline of May 25, 2018 if the notice to proceed is issued no later than May 1, 2018.

SUGGESTED RESOLUTION:

To authorize the contract with Angelo Iafrate to provide site preparation services for the temporary parking lot located at the southeast corner of Woodward and Maple for fiscal year 2017-2018 in the amount of \$80,335 from account # 585-538.012-981.0100. Further direct the Mayor and City Clerk to sign the agreement on behalf of the City.

ATTACHMENT B - BIDDER'S AGREEMENT
For Landscaping Services

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Hal Howlett

4/24/18

BID PREPARED BY
(Print Name)

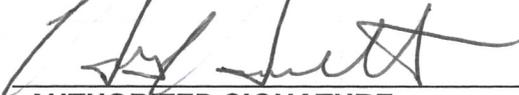
DATE

Vice President

4/24/18

TITLE

DATE



ESTIMATING@IAFRATE.COM

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

ANGLO IAFRATE CONSTRUCTION COMPANY

COMPANY

26300 SHERWOOD

586-756-1070

ADDRESS

PHONE

SAME

NAME OF PARENT COMPANY

PHONE

ADDRESS

ATTACHMENT C - COST PROPOSAL

For Landscaping Services

In order for the bid to be considered valid, this form must be completed in its entirety.

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP.

NO.	ITEM DESCRIPTION	PAY UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
Pay Items					
1	Earth Excavation	CY	370	36 ⁻	\$ 13,320 ⁻
2	Subgrade Undercutting	CY	210	40 ⁻	\$ 8,400 ⁻
3	Aggregate Base, MDOT 21AA, 6"	SY	54	25 ⁻	\$ 1,350 ⁻
4	Concrete Pavement, Non-reinforced, 6", incl. integral 6" Curb	SY	54	75 ⁻	\$ 4,050 ⁻
5	Concrete Island Infill, 4"	SF	60	14 ⁻	\$ 840 ⁻
6	New Drive Aisles, MDOT 21AA, 4"	SY	1,830	6 ⁻	\$ 10,980 ⁻
7	New Parking Stalls, MDOT 21AA, 2"	SY	2,640	4 ⁻	\$ 10,560 ⁻
8	Parking Space Marker Reflectors	EA	83	51 ⁻	\$ 4,233 ⁻
9	Split Rail Fencing, Complete	LF	945	22 ⁶⁰	\$ 21,357 ⁻
10	Topsoil, 3"	SY	463	6 ⁻	\$ 2,778 ⁻
11	Seed & Mulch	SY	463	4 ⁻	\$ 1,852 ⁻
12	Inlet Filter	EA	3	115 ⁻	\$ 345 ⁻
13	Inlet Sediment Pit	EA	3	90	\$ 270 ⁻
14	Inspector Crew Days	DAYS	10	N/A	\$ 0 ⁻
SUBTOTAL GENERAL PAY ITEMS					\$ 80,335 ⁻
				TOTAL ESTIMATE:	\$ 80,335 ⁻

ADDENDA
01

DATED
04/19/18

**ATTACHMENT D – SITE VISIT
For Landscaping Services**

In order for the bid to be considered valid, a site visit to all irrigation locations in the City of Birmingham as specified must have been made.

SITE VISIT

Our company visited the job sites

Our company did not visit the job sites

Reason: _____

ATTACHMENT F - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For Landscape Maintenance Services

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

HAL HOWLETT
PREPARED BY (Print Name) DATE 4/24/18
VICE PRESIDENT
TITLE DATE 4/24/18

AUTHORIZED SIGNATURE ESTIMATING@LAFRATE.COM
E-MAIL ADDRESS

ANGELO LAFRATE CONSTRUCTION COMPANY
COMPANY

26300 STEWOOD WARREN, MI 48091 586-756-1070
ADDRESS PHONE

SAME
NAME OF PARENT COMPANY PHONE

ADDRESS
38-1894432
TAXPAYER I.D.#

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Angelo lafrate Construction Company
26300 Sherwood, Warren, MI 48091

as Principal, hereinafter called Principal, and

The Continental Insurance Company
333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of **Pennsylvania**
as Surety, hereinafter called Surety, are held and firmly bound unto

City of Birmingham
151 Martin Street, Birmingham, MI 48009

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Dollars **(5% of Bid)**

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project)

Parking Lot Site Prep

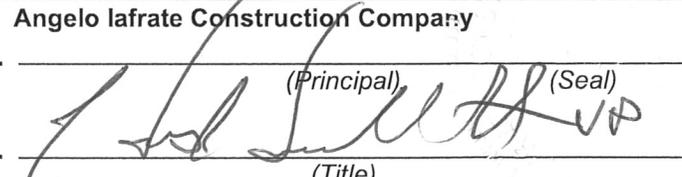
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of April, 2018.

Angelo lafrate Construction Company



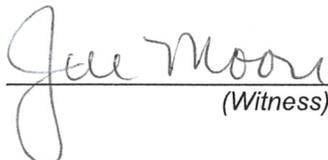
(Witness)



(Principal) (Seal)

(Title)

The Continental Insurance Company



(Witness)



(Surety) (Seal)

(Title)
Holly A. Nichols, Attorney in Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert D Heuer, Paul M Hurley, Anne M Barick, Holly A Nichols, Nicholas Ashburn, Mark T Madden, Individually

of Troy, MI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2017.

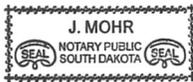


The Continental Insurance Company

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 24th day of April, 2018.



The Continental Insurance Company

D. Bult Assistant Secretary



AGREEMENT
Landscaping Services – Parking Lot Site Preparation

This AGREEMENT, made this _____ day of _____, 2018, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Angelo lafrate Construction Company, having its principal office at 26300 Sherwood, Warren, MI (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to perform landscape maintenance services, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform landscape maintenance services.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide landscape services and the Contractor's cost proposal dated April 24, 2018 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The Contractor agrees to provide the labor, material, supplies, and equipment necessary to perform the lawn and landscape services in accordance with the specifications and conditions contained in the RFP documents for a period of one (1) month, commencing on May 2, 2018 and ending on or before May 25, 2018.
3. The City shall have the right to terminate this Agreement prior to the end of the initial term or any of the renewal terms without cause. If the City terminates this Agreement prior to the end of any term, the City shall provide Contractor with 10 days written notice of the early termination. Any claims or fees that Contractor is working on collecting on behalf of the City, and Contractor shall continue to collect such fees and process same pursuant to the terms and conditions of this Agreement through the date of notice of early termination.

4. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$80,335 as set forth in the Contractor's April 24, 2018 cost proposal.
5. The Contractor agrees that it will apply for and secure all permits and approvals as may be required from the City in accordance with the provisions of applicable laws and ordinances of the City, State of Michigan and/or Federal agencies.
6. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
7. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
8. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
9. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

10. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
11. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
12. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
13. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
14. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.
15. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **Additional Insureds**: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- H. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

16. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the City of Birmingham, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City of Birmingham.

17. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

18. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

19. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham:

Attn: Tiffany J. Gunter,
Assistant City Manager
151 Martin Street
Birmingham, MI 48012

Contractor:

Attn: Chaz McCullah
Angelo Infrate Construction Co
26300 Sherwood Ave
Warren, MI 48091

20. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

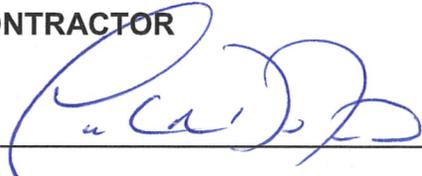
21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:



CONTRACTOR

By: 

Its: Michael A. DeFinis
Vice President

CITY OF BIRMINGHAM

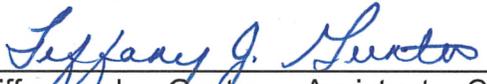
By: _____

Andrew M. Harris
Its: Mayor

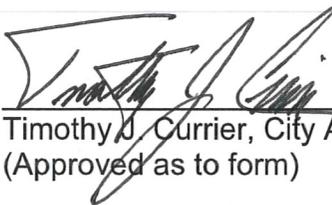
By: _____

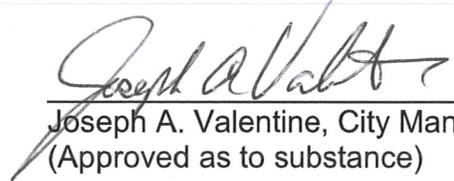
J. Cherilynn Brown
Its: City Clerk

Approved:


Tiffany J. Gunter, Assistant City
Manager
(Approved as to substance)


Mark Gerber, Director of Finance
(Approved as to financial obligation)


Timothy J. Currier, City Attorney
(Approved as to form)


Joseph A. Valentine, City Manager
(Approved as to substance)