



**INVITATION TO BID, BID FORMS  
AND SPECIFICATIONS FOR**

**FIVE - BATTERY POWERED HYDRAULIC LIFT STRETCHERS  
BID REFERENCE# IB-80311-S1**

BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON WEDNESDAY, AUGUST 3, 2011  
AT THE CITY OF VICTORIA, PURCHASING OFFICE,  
1201 E. PINE STREET  
VICTORIA, TEXAS 77901

AFTER 1:30P.M. CST ALL BIDS SHALL BE DELIVERED TO  
CITY OF VICTORIA – 700 MAIN CENTER  
702 N. MAIN STREET, SUITE 204  
VICTORIA, TEXAS 77901

**BID OPENING DATE: WEDNESDAY, AUGUST 3, 2011 at 2:00P.M. CST  
CITY OF VICTORIA – 700 MAIN CENTER  
702 N. MAIN STREET, SUITE 204  
VICTORIA, TEXAS 77901**

PROJECT CONTACT PERSON

***Michael Belt***

TELEPHONE: 361-485-3470

E-MAIL: mbelt@victoriatx.org

## INVITATION TO BID

Sealed Bids addressed to the City of Victoria Purchasing Department at 1201 E. Pine Street, Victoria, Texas 77901 will be received at the office of the City of Victoria Purchasing Department **until 1:30 p.m., Wednesday, August 3, 2011.** After 1:30 p.m., Bidders must deliver their Bids to the **700 Main Center Building at 702 N. Main Street, Suite 204, Victoria, Texas 77901.** All Bids will be publicly opened and read aloud at **2:00 p.m. in the 700 Main Center Building at 702 N. Main Street, Suite 204, Victoria, Texas 77901.** The envelope containing the bid shall be clearly marked **"Bid for Battery Powered Hydraulic Lift Stretchers."** One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety. All interested parties are invited to attend.

Bid packages are available at the City of Victoria, Purchasing Office, 1201 E. Pine Street, Victoria, Texas 77901. Bid packages may also be downloaded in .pdf format at [www.victoriatx.org/purchasing/bids.htm](http://www.victoriatx.org/purchasing/bids.htm) Bidders must periodically check with the Purchasing Department and/or this webpage for modifications to bid specifications.

The City of Victoria reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to the City of Victoria.

All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the Parties understand that under the Texas Public Information Act, a Court order or the Texas Attorney General may compel the City to disclose all or part of any public record not considered confidential under Texas law.

City of Victoria  
Purchasing Department

## CITY OF VICTORIA, TEXAS

### GENERAL TERMS AND CONDITIONS

#### 1. PURCHASE CONTRACT

The successful bidder will be asked to enter into a contract with the City of Victoria. Pricing shall remain firm for a period of one year. The contract will include the specifications herein listed and any other pertinent information.

#### 2. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders shall state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

#### 3. ANNUAL SUPPLY CONTRACTS

All quantities specified for these specifications are merely estimates and not actual order amounts. The actual quantities ordered may be more than or less than the quantities specified. Orders will be placed on an "as needed" basis throughout the year.

#### 4. DISCOUNTS

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

#### 5. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn by the bidder in accordance with applicable State Laws.

#### 6. FIRM TIME OF BIDS

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 45 days.

#### 7. LEAD TIME

Lead time must be specified on the Bid Sheet as to the number of calendar days from receipt to release. The City of Victoria requires a **maximum of 30 days**. Bids submitted on the basis of "as required" may be rejected as being non responsive.

#### 8. PAYMENT

Full payment will be made within 30 days of the delivery of each completed order. Invoices shall be submitted by the successful bidder to the City of Victoria – Finance Office, P.O. Box 1758, Victoria, Texas 77902. [financemail@victoriatx.org](mailto:financemail@victoriatx.org)

#### 9. SALES TAX

These items will be exempt from payment of Sales and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

#### 10. TRANSPORTATION COST

All bids must include the cost of transportation, prepaid and allowed, FOB Victoria, Texas.

#### 11. FUNDING SOURCE

The purchases will be funded by the City of Victoria. One complete Bid Document which contains the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

## **12. BID EVALUATION FACTORS**

- A. The City retains the authority to award a bid to the bidder who provides the best value for the City, based on findings in accordance with Texas Local Government Code § 252.043, in conjunction with §271.905. If the City awards a bid based on § 271.905. The City may condition such award on the awarded bidder providing additional requested information and indemnifying the City for all costs of litigation arising from the use of said statute. In determining the best value for the City, the City may consider:
1. The purchase price;
  2. The reputation of the bidder and of the bidder's goods;
  3. the quality of the bidder's goods;
  4. the extent to which the goods meet the municipality's needs;
  5. the bidder's past relationship with the municipality;
  6. total long-term cost to the municipality to acquire the bidder's goods; and
  7. relevant criteria listed in the purchase specifications.
- B. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the bidder specifies otherwise in his bid, the City may award the contract for any item or group of items shown on the bid invitation.
- C. Reservations. City expressly reserves the right to:
1. Waive as an informality minor deviations from specifications that do not impair overall functions;
  2. Waive any defect, irregularity or informality in any bid or bidding procedure;
  3. Reject or cancel any or all bids;
  4. Reissue a bid invitation;
  5. Extend the bid opening time and date;
  6. Procure any item by other means;
  7. Increase or decrease the quantity specified in the bid invitation, unless the bidder specifies otherwise;
  8. Consider and accept an alternate bid as provided herein when most advantageous to the City.
  9. Negotiate with any bidder after proposals have been made regarding price, warranty, or any other factor being considered in reference to this proposal.

## **13. ADDENDA**

Any interpretations, corrections or changes to this bid packet will be made by addenda and distributed by the Purchasing Department to all known prospective bidders on record. It is the sole responsibility of each prospective Bidder to verify that he/she has received all addenda issued before delivering their bid to the City. All bidders shall acknowledge receipt of all addenda with their bid or they will be declared non-responsive.

## **14. LATE AND/OR UNSIGNED BIDS**

Late and/or unsigned bids will not be considered under any circumstances. Person signing the bid must have the authority to bind the firm in a contract.

## **15. TIE BIDS**

Awards will be made in accordance with Texas Local Government Code 271.901.

**16. DELIVERY**

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**17. CONFLICT of INTEREST**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Victoria) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Victoria City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is available at [www.ethics.state.tx.us/forms/CIQ.pdf](http://www.ethics.state.tx.us/forms/CIQ.pdf)

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

**18. OPTION TO EXTEND/RENEW THE TERM OF THE CONTRACT**

The term of the contract shall be for a period of one year, with an option to renew annually for up to two additional years if mutually agreed upon by both parties to the contract. Each additional annual contract can be subject to an escalation clause agreeable to both parties.

**19. GUARANTEE**

The bidder warrants and guarantees each product against any defects in materials, design, and workmanship.

**20. COOPERATIVE PURCHASING**

Successful bidder agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing inter-local cooperation agreements with the City of Victoria.

**21. TRADE SECRETS and/or CONFIDENTIAL INFORMATION**

All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the Parties understand that under the Texas Public Information Act, a Court order or the Texas Attorney General may compel the City to disclose all or part of any public record not considered confidential under Texas law.

**22. DEBARMENT**

By submitting a bid, the bidder certifies that it is not currently debarred from receiving contracts from any political subdivision or agency of the State of Texas and that it is not an agent of a person or entity that is currently debarred from receiving contracts from any political subdivision or agency of the State of Texas.

**23. INDEMNIFICATION**

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connection with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary to the City of Victoria may

be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officer, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts of omissions, including negligence, of the City of Victoria, its officer, agents or employees.

**24. ORDER PLACEMENT**

Orders will be placed by Purchasing Staff. A purchase order number is mandatory before delivery is scheduled by the vendor. The purchase order will specify the required delivery date and location. Orders will be placed in accordance with the lead-time as specified on the Bid Quotation Form, unless an emergency situation should develop. The successful bidder must provide current contact information and the preferred procedure for placing an order. An Acknowledgement of Order shall be provided to the City of Victoria Purchasing Department at 361-485-3171 Fax or E-mail [purchasing@victoriatx.org](mailto:purchasing@victoriatx.org).

**25. INVOICING**

Supplier shall invoice per shipment. Invoice shall be detailed, indicating date of delivery, quantity and price. Invoices are to be prepared in duplicate and submitted to: City of Victoria, Finance Office, P.O. Box 1758, Victoria, Texas 77902.

**CITY OF VICTORIA, TEXAS  
PURCHASE SPECIFICATIONS  
FOR BATTERY POWERED HYDRAULIC LIFT STRETCHER**

**A. SCOPE**

1. The City of Victoria Fire Department will be replacing five manual lift stretchers with battery powered hydraulic lift stretchers. The battery powered hydraulic lift stretcher shall meet or exceed the following required specifications.
2. It is the intent of these specifications to describe a battery powered hydraulic lift stretcher in sufficient detail to solicit bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and shall conform in strength and quality of material and workmanship to prevalent industry specifications and must be a current model under standard production by the manufacturer.

**B. APPLICABLE SPECIFICATIONS**

**Note:** The following is a list of minimum specifications acceptable to the City of Victoria. The listed requirements are to be considered descriptive and not restrictive. Any exception taken must be explained in detail in the space provided to assure an adequate bid evaluation. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with specification.

1. Battery power to stretcher shall automatically shut off when device is properly placed in ambulance mounted hardware.

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2. There shall be no pinch points around the exterior frame of the device that would potentially injure the operator.

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3. The control button to activate the up / down feature of the device must be located on the same side of the lift handle(s). This is to decrease confusion when device is used by multiple operators during load/unloading procedures.

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4. Underwriters Laboratory (UL) certification (EMC, EMI, IPX6, IEC 60601) The Underwriters Laboratory certifies the safety of the product to the operator and environment.

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5. Dual foot end lift bars allow for maximum operator height versatility and better ergonomic lifting.

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6. Velocity fuse prevents the stretcher from dropping in the event of hydraulic fluid loss.

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7. Pressure locking valve prevents the stretcher from dropping in the event of accidental manual release handle actuation while stretcher is loaded.

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8. Non-toxic, non-flammable automatic transmission fluid

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9. Maximum base weight of the device w/o options no more than 125 lbs.

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10. Built-in hour meter indicates how many hours the stretcher has been in operation for preventative maintenance purposes.

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11. Heavy duty powder coating to eliminate aluminum oxidation and to facilitate easier decontamination.

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12. All caster bearings are sealed.

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13. Height position between 13" and 42"; Length between 63" and 82"; Width between 22" and 25".

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14. Shock, flat or knee gatch position available.

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15. 100% power washable.

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16. Convex/concave buttons provide touch recognition.

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17. Retractable head section allows 360° mobility in any height position.

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18. Load wheels can accommodate ambulance decks up to 36" ground to vehicle floor base.

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19. Pre-set and adjustable load height allows operators the ability to customize load wheels to the height of their ambulance.

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20. High speed retract system retracts undercarriage in less than 2.5 seconds.

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21. Large battery indicator light notifies operator of battery charge status.

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22. The battery is placed at the foot end of the stretcher and is easily accessible in any situation.

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- 23. Patient lifting capacity of at least 700 lbs. \_\_\_\_\_
- 24. Adjustable wheel lock \_\_\_\_\_
- 25. Manual Back-up system in case of power loss. \_\_\_\_\_
- 26. Manual hydraulic release for rapid removal from ambulance. \_\_\_\_\_
- 27. Bidder must be authorized to sell extended service agreements in conjunction with the purchase of the equipment. \_\_\_\_\_

C. ADDITIVE - OPTIONAL EQUIPMENT:

- 1. Single adjustable wheel lock. \_\_\_\_\_
- 2. Trendelenburg \_\_\_\_\_
- 3. Bolster Mattress \_\_\_\_\_
- 4. Short Safety Hook \_\_\_\_\_
- 5. Standard Restraint Package \_\_\_\_\_
- 6. 110V AC Smart Battery Charger with Two Batteries \_\_\_\_\_
- 7. 3-Stage IV Pole \_\_\_\_\_
- 8. Floor Mounts \_\_\_\_\_
- 9. Base storage Net \_\_\_\_\_
- 10. Head End Oxygen Bottle Holder \_\_\_\_\_

D. WARRANTY

Warranty shall be one year from date of delivery to the City of Victoria Fire Department for all replacement parts & labor including any travel expenses at no additional expense to the City.

E. EXTENDED SERVICE CONTRACT

One Year Extended Service Contract shall include all parts, labor, travel expenses and one scheduled preventative maintenance. Successful bidder will be required to enter into an annual supply contract with the City. Please see attachment "A".

F. SUBSTITUTIONS

Each bidder, if not bidding on specified equipment, is required to furnish with his bid a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name and any other pertinent information. Samples if required,

shall be furnished free of expense to the City for evaluation. Approval of substitute "or equal" items remains with the City and in all cases is final.

G. BASIS OF AWARD

The following factors will be taken into consideration when awarding the contract, not necessarily in the order of importance:

- ◆ Quality of merchandise offered
- ◆ Prices Offered
- ◆ Ease of Use
- ◆ Safety Features
- ◆ Maintenance Requirements
- ◆ Warranty Policies

H. ADDITIVE OPTION – TRADE-IN

Please indicate on the City of Victoria Bid Form the amount offered for trade-in of the ambulance cots listed below:

1. Four Each – Ferno Model 93ES
2. Three Each – Ferno Model 93P Proflex
3. One Each – Ferno Model 93H Proflex

**CITY OF VICTORIA, TEXAS**  
**INVITATION TO BID AND BID QUOTATION FORM**  
THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

**USE THIS FORM IN SUBMITTING ALL BIDS**

BIDDERS NAME & CONTACT INFORMATION  (INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})		→  SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE	DATE: July 20, 2011      QUOTATION No.: IB-80411-S1  REQUEST FOR: <b>BATTERY POWERED HYDRAULIC LIFT STRETCHERS</b> SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. CST ON THURSDAY, AUGUST 4, 2011 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M.CST ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. <b>BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. CST ON THURSDAY, AUGUST 4, 2011 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901.</b>  LANA SCHULTZ 361-485-3170 PHONE	
ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	5	Battery Powered Hydraulic Lift Stretchers as Per City of Victoria Specifications	\$	\$
<b>ADDITIVE – OPTIONAL EQUIPMENT</b>				
2	5	Single Adjustable Wheel Lock	\$	\$
3	5	Trendelenburg	\$	\$
4	5	Bolster Mattress	\$	\$
5	5	Short Safety Hook	\$	\$
6	5	Standard Restraint Package	\$	\$
7	5	110V AC Smart Battery	\$	\$
8	5	3-Stage IV Pole	\$	\$
9	5	Floor Mounts	\$	\$
10	5	Base Storage Net	\$	\$
11	5	Head End Oxygen Bottle Holder	\$	\$
12	5	Extended Service Contract	\$	\$
<b>ADDITIVE OPTION – TRADE IN</b>				
13	4	Ferno Model 93ES Ambulance Cot (Less Trade-In Offer)	\$	-
14	3	Ferno Model 93P Proflex Ambulance Cot (Less Trade-in Offer)	\$	-
15	1	Ferno Model 93H Proflex Ambulance Cot (Less Trade-in Offer)	\$	-
<b>TOTAL BID</b>				<b>\$</b>
<b>ALL TAXES TO BE EXCLUDED FROM BID</b>			<b>PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS</b>	

**DELIVERY IN \_\_\_\_\_ DAYS FROM RECEIPT OF ORDER.**

**Cooperative Purchasing:** Should other governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes \_\_\_\_\_ No \_\_\_\_\_  
 If you, the Vendor checked yes, the following will apply: Other Governmental Entities will be eligible to purchase material/services under this contract awarded as a result of this solicitation. All purchases will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Victoria will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/service as needed.

**Note:**

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## ATTACHMENT "A"

### AGREEMENT BETWEEN CITY OF VICTORIA AND \_\_\_\_\_ FOR AN ANNUAL CONTRACT TO SUPPLY \_\_\_\_\_ ("PRODUCT")

This agreement was made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Victoria, Texas, herein known as the "City", and \_\_\_\_\_ herein known as the "Contractor", doing business as (circle one) (an Individual, a Partnership, or a Corporation) of the State of \_\_\_\_\_. The City and the Contractor agree as set forth herein:

**1. Contract Documents:** In exchange for the City's use of Contractor to provide the Product, when said item can be delivered timely, the Contractor will provide Product to the City at the agreed-on price for the contract time at the prices provided herein. In providing said product, the Contractor shall comply with all terms of the Contract Documents, which are as fully a part of the Contract as if attached here to or repeated verbatim herein. The Contract Documents include, but are not limited to those items listed below:

- a) the Agreement;
- b) the Invitation to Bid
- c) the General Terms and Conditions;
- d) the Purchase Specifications;
- e) the Bid Quotation Form;
- f) any written modifications or change orders agreed to by the City and Contractor.

**2. Contract Time:** This contract will be for a period of one year, with any extensions according to terms stated in the Bid documents.

**3. Payments:** The City agrees to pay the Contractor for the performance of the Contract as per the terms of the Bid Quotation properly delivered in response to the City's order.

**4. Delivery:** This is an annual supply contract. The City is not obligated to order a specific quantity of Product from the Contract, but shall, in good faith, order a quantity of Product during the year that has a rough relationship to the estimate provided to contractor in the invitation to bid as long as said Product is needed by the City and delivered in a timely manner. **Contractor agrees to provide the quantity of Product ordered by the City within 30 days of each order.** If the City needs Product in a faster time frame than 30 days, the City may request a faster delivery time-frame from the Contractor or order the Product from another vendor.

**5. Indemnity:** The Contractor shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorneys' fees and expenses brought for any injuries to persons or damages to property in connection with the performance or attempted performance of this contract. So much of the money due the Contractor under this Contract as shall be considered necessary by the City may be retained for the use of the City until all suits, actions, and claims shall have been settled and satisfactory evidence to that effect furnished the City. **The Contractor and its sureties expressly agree to defend, indemnify and hold harmless the City, its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts, or omissions, including negligence, of the City or its officers, agents or employees.**

This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. The Contract Documents constitute the entire Contract between the City and the

Contractor, and may only be altered, amended or repealed by a duly executed written instrument. The Contractor may not assign its obligations under this Contract without the prior written consent of the City. The parties have caused this contract to be executed by their duly authorized officials in one original copy on the date first above written.

**CITY: City of Victoria, Texas**

**CONTRACTOR:**

\_\_\_\_\_  
Charmelle Garrett, City Manager

By: \_\_\_\_\_  
Name and Title

(SEAL)

\_\_\_\_\_  
Typed Name & Title  
(SEAL)

ATTEST:

ATTEST:

\_\_\_\_\_  
Scarlet Swoboda, City Secretary

Name: \_\_\_\_\_

FORM APPROVED:

Title: \_\_\_\_\_

\_\_\_\_\_  
Thomas A. Gwosdz, City Attorney