



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
NOVEMBER 26, 2018 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION	W. Poole
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	
ROLL CALL	N. Lloyd, W. Poole, D. Waddington, D. Murray, G. Lockhart, D. Brady & N. Twine
APPROVAL OF MINUTES	November 13, 2018
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	

CONSENT AGENDA ITEMS

A. Submitted by Kim Piotrowski, Municipal Court Clerk

AUTHORIZING APPLICATION TO SUPREME COURT OF OHIO FOR TECHNOLOGY GRANT

Budgetary Information: The total cost of this project is \$45,045.05. Any amount of the \$45,045.05 that would not be awarded through the technology grant would be paid through the Sandusky Municipal Court's computer improvement fund.

RESOLUTION NO. _____: It is requested that a resolution be passed approving and ratifying the submission of a grant application to the Supreme Court of Ohio for financial assistance through the 2019 technology grant fund program for the upgrade and installation of software and hardware for the Sandusky Municipal Court; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Rick Wilcox, Fire Chief

AGREEMENT WITH STATE COLLECTION & RECOVERY SERVICES, LLC FOR EMS AND CODE ENFORCEMENT DEBT COLLECTION SERVICES

Budgetary Information: The contract will not negatively impact the city's budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Enforcement administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges. This legislation, if passed, will generate revenue.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with State Collection & Recovery Services, LLC, of Sandusky, Ohio, for debt collection services for the Sandusky Fire Department and Code Enforcement Division for the period of January 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

C. Submitted by Aaron Klein, Director of Public Works

ANNUAL PAYMENT TO OHIO EPA FOR LICENSING TO OPERATE BIWW

Budgetary Information: The total amount of \$12,180 shall be paid with water funds and has been appropriated in the operating and maintenance budget for 2018.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the Finance Director to make payment to the State of Ohio Environmental Protection Agency for the renewal of the license to operate a public water system for the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Hank Solowiej, Finance Director

APPROPRIATION AMENDMENT #5

Budgetary Information: Appropriation amendments are required to update the budget for current and previous actions of the city. Examples include, but are not limited to:

- Fleet Department supplies
- Recreation Department supplies;
- Demolition agreement with the Erie County Land Reutilization Corporation;
- Salt purchases;
- Transit operations subsidy;
- State Route 6 maintenance agreement with ODOT; and
- Capital expenses for street projects.

ORDINANCE NO. _____: It is requested an ordinance be passed adopting amendment #5 to Ordinance No. 18-066 passed by this City Commission on March 26, 2018, making general appropriations for the fiscal year 2018; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

REGULAR AGENDA ITEMS

ITEM #1 - Submitted by Rick Wilcox, Fire Chief

PURCHASE OF THERMAL IMAGING CAMERAS FROM FINLEY FIRE EQUIPMENT

Budgetary Information: The total amount for this purchase is \$24,800, consisting of a cost for the thermal imaging cameras of \$25,800 and a trade-in value of \$1,000. The cost for the thermal imaging cameras was budgeted for in the 2018 five-year capital improvement plan. This purchase will be paid with funds from the EMS account.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring three ISG K1000 thermal imaging cameras, Serial No's. K1K-1239EV, K1K-1211EV and K1K-1238EV, as unnecessary and unfit for city use pursuant to Section 25 of the city charter; authorizing and directing the City Manager to purchase three Bullard T3X thermal imaging cameras and accessories from Finley Fire Equipment of McConnelsville, Ohio, for the Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 - Submitted by Jason Werling, Recreation Superintendent

PURCHASE OF PLAYGROUND EQUIPMENT FROM PLAY & PARK STRUCTURES FOR HURON PARK

Budgetary Information: The total cost of the playground equipment is \$80,647.32 of which \$50,000 will be paid with Mylander Foundation grant funds donated to the City of Sandusky for parks and recreation purposes and the remaining balance of \$30,647.32 will be paid with capital recreation funds. The Mylander Foundation grant funds are to be used for "structural improvements made to the Sandusky city parks, at Oakland Cemetery or the Sandusky city recreation areas.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase playground equipment from Play & Park Structures of Pittsburgh, Pennsylvania, for Huron Park; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

Item #3 - Submitted by Jason Werling, Recreation Superintendent

AUTHORIZING APPLICATION TO ODNR FOR COASTAL MANAGEMENT ASSISTANCE GRANT

Budgetary Information: The estimated cost of the project is \$531,000 of which \$225,000 will initially be paid with city funds and then, if awarded, reimbursed through the grant. The city is required to provide at least a fifty percent match and it is anticipated the remaining balance of \$306,000 will be paid with Issue 8 funds from the capital project fund.

RESOLUTION NO. _____: It is requested a resolution be passed approving the submission of a grant application to the Ohio Department of Natural Resources, Office of Coastal Management for financial assistance through the FY 2020 Coastal Management Assistance grant program for the paddle Sandusky: Kiwanis Park project for the Recreation Department; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Jeff Keefe, Project Engineer

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH BROWN & CALDWELL FOR 2018 WWTP FERRIC TANKS PROJECT

Budgetary Information: The not to exceed cost for professional design services is \$34,700 and will be paid with sewer funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for professional design services with Brown & Caldwell of Independence, Ohio, for the Waste Water Treatment Plant ferric tanks project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #5 - Submitted by Matt Lasko, Chief Development Officer

PERMISSION TO BID CITY HALL SIGNAGE & WAYFINDING PROJECT

Budgetary Information: The total cost estimate for this project, including advertising, contingency and miscellaneous costs is \$20,000. After receipt and review of bids, staff will present to City Commission in the future with a recommendation to enter into contract with the firm that provided the lowest and best bid for interior signage fabrication and installation, The project will be expensed from the capital projects fund.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed City Hall signage and wayfinding project – interior signage; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the city charter.

CITY MANAGER’S REPORT

OLD BUSINESS

ITEM TABLED: Authorization to bid 2018 Cedar Point Chaussee Water Tower

NEW BUSINESS

AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)

EXECUTIVE SESSION(S)

ADJOURNMENT

Buckeye Broadband broadcasts on Channel 76:

Monday, November 26 at 8:30 p.m.

Tuesday, November 27 at 5 p.m.

Monday, December 3 at 8:30 p.m.

Online:

www.YouTube.com and search for “City of Sandusky Commission”

SANDUSKY MUNICIPAL COURT

222 MEIGS STREET
SANDUSKY, OHIO 44870
PHONE 419-627-5915 • FAX 419-627-5941
www.sandusky municipal court.org

ERICH J. O'BRIEN, JUDGE

KIM PIOTROWSKI, CLERK
Email: Kim.Piotrowski@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Kim Piotrowski, Clerk

Date: 11/15/2018

Subject: Commission Agenda Item – 2019 Technology Grant Fund from the Supreme Court of Ohio

ITEM FOR CONSIDERATION: Requesting legislation ratifying the submission of a grant application to the Ohio Supreme Court for financial assistance through the 2019 Technology Grant Fund and approval to execute a grant agreement if awarded for the proposed project to be completed by Henschen and Associates, our software provider.

BACKGROUND INFORMATION: The total cost of this project is \$45,046.05. The attached proposal from Henschen and Associates indicates how the funds will be used for our proposed project.

The Sandusky Municipal Court would anticipate the start of its project immediately after the award of any grant funds. We have a good working relationship with Henschen and plan to coordinate with them to accomplish the completion of our project.

It is anticipated that this project would be completed before the end of the 2019 calendar year.

Currently, the Sandusky Municipal Court is using a computer case management system that was initially installed by Henschen & Associates in 1991. The proposed project for our courts involves an upgrade to the current version of the court's information system and data conversion, a certified mailer e-return module, upgrading our case management system and purchasing a new application server and software including web server software to support the upgrade to the case management and public access.

The upgrades we have made in the past have been a necessity and provided by careful planning of the court's finances. At this time, the court is in need of a new applications server due to the age of the server, along with the software/web server software and installation. The new system upgrade will enhance the work conditions for the clerks and

support the overall efficiency of the office. A municipal court upgrade to the current version is being requested to keep the court current with all new upgrades offered through the new version of the system and data conversion. A certified mailer e-return module is being requested as an upgrade to the way that we send out certified mailers, which would improve the efficiency of the returns of the certified mail cards in which many problems are being experienced with the way we are doing them at this current time and has continuously worn out the HP printer.

There are multiple upgrades to this proposed project. However, each upgrade is necessary and works conjointly together to bring our courts into this new age of technology, easy public access, and improve the efficiency of the work. Our court would be great candidate for funding under this grant program.

BUDGETARY INFORMATION: The total cost of this project is \$45,045.05. Any amount of the \$45,045.05 that would not be awarded through the Technology Grant would be paid through the Sandusky Municipal Court's Computer Improvement Fund.

ACTION REQUESTED: It is requested that the legislation be prepared ratifying the submission of a grant application to the 2019 Technology Grant Fund from the Supreme Court of Ohio and approval to execute any grant agreements if awarded. It is further required that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to immediately ratify the submission of the grant application which was submitted to the Supreme Court of Ohio via the sc.ohio.gov/grants website on November 15, 2018 to meet the grant application deadline of November 16, 2018.

I concur with this recommendation:

Eric Wobser
City Manager

Cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director;
T. Hayberger, Acting Law Director

HENSCHEN and ASSOCIATES, INC.

Government Software Specialists

432 West Gypsy Lane Road

Bowling Green, Ohio 43402

Telephone: (419) 352-5454

Fax: (419) 352-5557

Bud L. Henschen, President

November 8, 2018

Sandusky Municipal Court

222 Meigs Street

Sandusky, OH 44870

Dear Kim,

The following proposal is for the items you requested.

Municipal Court Upgrade to Current Version

Upgrade to the 2019 Municipal Court Information System and Data Conversion.	\$6,195.00
Case Profile (Court & Probation)	\$1,520.00
Local Modifications (16 hrs. @ \$95.00 ea.)	\$1,520.00
On-Site hardware setup, & travel	\$1,000.00
Installation, Modification and Training (5 days)	\$5,000.00
Upgrade to 2019 Municipal Court Information System Sub-Total	\$15,235.00
MCIS version Discount (2013)	-\$1,000.00
2019 MCIS Upgrade Sub-Total	\$14,235.00

Certified Mailer e-Return Module

Certified Mailer e-Return Module	\$1,990.00
1st 500 e>Returns included (\$0.10 after)	
Installation/Configuration/Training	\$760.00
Signature Image attached to a docket entry	\$760.00
Local Modifications (billed as necessary)	
Certified e-Return Module Total	\$3,510.00

Application Server

HP ML350 G10 Tower
Intel Xeon 4110 Silver, 16 GB RAM, five, 1.2TB SAS SFF HPD, Redundant Power and Fans, Storage Controller, LTO 5 Ultrium 3000 Tape Drives, 8 LTO5 Data Cartridges, 1 Cleaning Tape, 5 years 24x7 warranty w/ Defective Media Retention.

Application Server Sub-Total **\$12,844.00**

Application Server Software

RedHat Linux (3 Year Subscription)	\$995.00
fP 5.8 5/30 upgrade to 6.0 (cross platform) (annual subscriptions applied)	\$1,038.50
fP 6.0 Annual Subscription (required)	\$1,124.50
fP GI Server Upgrade 10 and 15 new 3.0 licenses	\$660.00
BackupEDGE w/ Encryption and 5 Year Support Subscription	\$1,190.00

Application Server Software Sub-Total **\$5,008.00**

Web Server Software

RedHat Linux (3 Year Subscription)	\$995.00
fP 5.7 2/5 upgrade to 6.0	\$986.70
fP 6.0 Annual Subscription	\$194.35

Web Server Software Sub-Total **\$2,176.05**

Installation/Configuration

Application Server Configuration/Installation	\$3,040.00
Application Server Hardware Programming (cross platform)(8 hrs. @ \$95.00)	\$760.00
Application Server Software Programming (cross platform)(8 hrs. @ \$95.00)	\$760.00

Installation/Configuration Sub-Total **\$4,560.00**

Application Server Sub-Total **\$24,588.05**

HP m608n Civil Laser Printer

HP m608n Laser Printer (65 ppm, up to 275,000 pages per month)	\$1,049.00
HP m608n Envelope Tray	\$249.00
HP m608n Additional Paper Tray (3 @ \$249.00 ea.)	\$747.00
HP m608n print cartridge (CF237Y) (1@ \$349.00) (41K)	\$349.00
HP 3 Year Next Business Day Warranty	\$269.00
Shipping	\$50.00

Civil Laser Printer Sub-Total **\$2,713.00**

Proposal Total **\$45,046.05**

APPROVED _____

Quote # 2495079

Henschen & Associates, Inc. will guarantee this price quote for a period of 10 days from the date issued, provided the hardware listed is still available from the manufacturer. We understand the limits placed on government agencies with respect to allocating funds. However, there are times when we are forced to replace quoted equipment due to the manufacturer. We will do our best to provide another product within the same price range when possible.

In addition, we may provide you with a quote and later determine that, due to your current configuration, additional items or time will be necessary. We make every effort to assure that this does not happen, but on occasion it may. You will be notified as soon as we discover the problem to discuss

On proposals where we have include phrasing like "estimate; bill actual, billed from service" or on larger quotes where we are including multiple items that have separate support/training times listed for each item, we will be creating a service balance and, upon completion of the project, apply the remainder to your existing service agreement.

We are the IT department for many of our Court installations and, as such, we handle most if not all of the court IT needs. If your Court receives support and/or assistance from the Local IT in your jurisdiction, please have them contact us regarding any changes they have made to the system that might impact this project.

We have developed various features that involve the internet, email and web based technology in general. We have made sure that these features work properly and efficiently in our environment where we control everything, including the desktop PC, application server, web server, email server, firewall and network infrastructure. If the requested feature does not work correctly in your court and we determine that it is a local issue, we will need your assistance in helping your IT department make the necessary changes so the feature works as designed.

If you have any questions, please feel free to contact me. If you want to proceed, please sign and initial where indicated and fax or email this quote back to our office. Thank you for contacting Henschen & Associates, Inc. We look forward to helping you meet your computerization goals.

Respectfully,

A handwritten signature in cursive script that reads "David L. Hunter".

David L. Hunter
Henschen & Associates, Inc.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE SUPREME COURT OF OHIO FOR FINANCIAL ASSISTANCE THROUGH THE 2019 TECHNOLOGY GRANT FUND PROGRAM FOR THE UPGRADE AND INSTALLATION OF SOFTWARE AND HARDWARE FOR SANDUSKY MUNICIPAL COURT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Sandusky Municipal Court currently uses a computer case management system that was initially installed by Henschen & Associates in 1991 and due to the age of the service and software is in need of a new applications server and software; and

WHEREAS, the proposed project involves an upgrade to the current version of the Court's information system and data conversion, a certified mailer e-return module, upgrading the case management system and purchasing a new application server and software including web server software to support the upgrade to the case management and public access; and

WHEREAS, there are multiple upgrades to this proposed project and each upgrade is necessary and works conjointly together which will bring the Court into the new age of technology, provide easy public access, and will improve the efficiency of the operation of the Court; and

WHEREAS, the submission of the grant application was approved by this City Commission at their regularly scheduled meeting on November 13, 2018; and

WHEREAS, the estimated cost of the proposed project is \$45,045.05 and will be paid with grant funds received from the Ohio Supreme Court and the Sandusky Municipal Court's Computer Improvement Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application to the Supreme Court of Ohio for financial assistance through the 2019 Technology Grant Fund program which was by submitted on November 15, 2018, in order to meet the submission deadline of November 16, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Municipal Court, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves and ratifies the submission of a grant application to the Supreme Court of Ohio for financial assistance through the 2019 Technology Grant Fund program for the upgrade and installation of software and hardware for the Sandusky Municipal Court and authorizes and directs the City Manager to execute any grant agreements, if awarded, and lawfully expend funds consistent with the application and agreement.

Section 2. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018

November 7, 2018

MEMORANDUM

TO: Eric Wobser, City Manger

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter into an agreement between the City of Sandusky and State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847.

BACKGROUND INFORMATION: Emergency Medical Service billing is performed by Beacon Medical Billing of Vermilion, Ohio. Beacon Medical Billing formerly, PCSO Inc. no longer pursues delinquent accounts for collections and subsequent to a request for proposal (RFP) process in 2012,, the City entered into an agreement with State Collection and Recovery Services, LLC, (SCRS) for debt collection services for the Fire Department. In 2016 the City issue an RFP for collection services for the Fire Department EMS billing and included Code Enforcement administrative penalties and rental registration fees. SCRS was the only responsive proposer and an agreement was entered into on January 3, 2017

The services performed in addition to delinquent EMS bills is also used for the collection of current and future past due administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges for Code Enforcement.

The agreement expired December 31, 2017, however the city has continued to use State Collection and Recovery Services and desires to enter into a new agreement with SCRS for the period of January 1, 2019, through December 31, 2019, to formally document the services being provided.

BUDGETARY INFORMATION: The contract will **not** negatively impact the City's Budget as this is an attempt to collect debt owed to the City of Sandusky for ambulance services rendered and Code Enforcement administrative penalties, rental registration fees, inspection fees and uncertified nuisance abatement charges. This legislation if passed will generate revenue.

ACTION REQUESTED: It is requested that the proper legislation be prepared to enter into a contract with State Collection and Recovery Services, LLC, 136 N. Ridge St. Ste. B, Monroeville, OH 44847. In order to continue the recovery of monies owed to the City of Sandusky for EMS services and funds owed to the City of Code Enforcement administrative penalties and rental registration fees we ask that this request be passed in full accordance with Section 14 of the City Charter.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Eric Wobser, City Manager

CC: Eric Wobser, City Manager
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director
Matt Lasko, Chief Development Officer
Amanda McClain, Housing Manager
John Orzech, Acting Safety Services Director
Kelly Kresser, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STATE COLLECTION AND RECOVERY SERVICES, LLC, OF SANDUSKY, OHIO, FOR DEBT COLLECTION SERVICES FOR THE SANDUSKY FIRE DEPARTMENT AND CODE ENFORCEMENT DIVISION FOR THE PERIOD OF JANUARY 1, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Emergency Medical Service (EMS) billing is performed by Beacon Medical Billing (formerly Professional Collection Services of Ohio, Inc. (PCSO)), of Vermilion, Ohio, who discontinued services to pursue delinquent accounts for collection in 2012; and

WHEREAS, subsequent to a Request for Proposals (RFP) process in 2012, the City Commission authorized and directed the City Manager to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio for Debt Recovery Services for the Fire Department by Ordinance No. 12-089, passed on September 10, 2012; and

WHEREAS, in October of 2016, the City again issued a RFP for collection services for the Fire Department EMS billing and also included collection services for Code Enforcement administrative penalties and rental registration fees; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio for Debt Recovery Services for the Fire Department & Code Enforcement for the period of January 1, 2017, through December 31, 2017, by Ordinance No. 16-218, passed on December 12, 2016; and

WHEREAS, the agreement expired on December 31, 2017, however, State Collection and Recovery Services, LLC, has continued to provide these collection services and the City desires to enter into a new Debt Recovery Services Agreement for the period of January 1, 2019, through December 31, 2019, to formally document the services being provided; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue the recovery of funds owed to the City for EMS services and Code Enforcement Division administrative penalties and rental registration fees and to execute the new agreement prior to the commencing date of January 1, 2019; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Fire Department and Code Enforcement Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate

effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an agreement with State Collection and Recovery Services, LLC, of Sandusky, Ohio, for debt collection services for the Sandusky Fire Department and Code Enforcement Division, for the period of January 1, 2019, through December 31, 2019, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018

DEBT RECOVERY SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2018, between: State Collection and Recovery Services, LLC (SCRS) (Contractor) whose registered office is at 136 N. Ridge Street, Ste. B, Monroeville, Ohio, 44847 and the City of Sandusky (Client).

Whereas, the Client, City of Sandusky issued a Request for Proposals (RFP), dated October 18th, 2016 for debt collection services, and

Whereas, the Contractor, State Collections and Recovery Services, LLC submitted a proposal on or about November 11th, 2016, in response to the RFP and they were the only responsive proposer, and

Whereas, the Client, City of Sandusky, and Contractor, SCRS, entered into a Debt Recovery Services Agreement for collection services for the period of January 1, 2017, through December 31, 2017, and

Whereas, although the agreement expired on December 31, 2018, the Contractor, SCRS, has continued to provide these services and the Contractor, SCRS, and the Client, City of Sandusky, desires to formally document the services being provided and enter into another agreement for the period of January 1, 2019, through December 31, 2019;

Now, therefore in consideration of the covenants set forth below, and intending to be legally bound, the City of Sandusky (Client) and SCRS (Contractor) agree as follows:

RECITALS:

- (A) Contractor is an independent contractor, not an employee of Client, and operates the business of providing debt collection and recovery services. Nothing in this agreement shall be construed to create any partnership, joint venture, or joint enterprise between Client and Contractor.

- (B) The Client is owed money ("the Debt") for the supply of services to certain persons or companies ("the Debtor") and shall provide full details of the Debt and the Debtor to Contractor.
- (C) The Client shall instruct Contractor to recover the Debt and Contractor agrees to act on the behalf of the Client to recover the Debt from the Debtor on the terms and conditions of this Agreement.

1.0 OBLIGATIONS OF CONTRACTOR

- 1.1 Contractor hereby accepts the Client's instructions to act on the Client's behalf in the recovery of the Debt from the Debtor.
- 1.2 Contractor shall use all reasonable means to recover the Debt on behalf of the Client and shall, if and when necessary in the discretion of Contractor, instruct a firm of Solicitors to act on behalf of the Client in this respect. Additionally, the Contractor and its agents and employees shall comply with all local, State, and Federal laws, including but not limited to the Federal Fair Debt Collection Practices Act, in any attempts to collect any debts pursuant to this agreement.
- 1.3 Contractor shall keep Client informed on a regular basis of its progress by providing monthly reports pertaining to collection activity as determined necessary by the Client.
- 1.4 Contractor agrees to indemnify and hold harmless Client, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages arising from or allegedly arising from or related to the provision of services by Contractor.
- 1.5 The Contractor agrees to the Scope of Work as stated in pages 5 and 6 of the Request for Proposals issued on October 18, 2016 which is attached and incorporated herein as Exhibit A.

2.0 OBLIGATIONS OF THE CLIENT

- 2.1 The Client shall provide Contractor with full information and copies of all relevant documentation (such as agreements, invoices, statement of account, etc.) regarding the Debtor, the Debt and any services provided by the Client to the Debtor and shall provide all reasonable assistance to Contractor and/or the solicitor instructed under section 1.2 may require to collect the Debt.
- 2.2 The Client authorizes and instructs Contractor to endorse for deposit in the Client's name and on their behalf, such moneys, checks or drafts paid by the Debtor as to settlement of the Debt.
- 2.3 When the Client directs Contractor to forward any account to a Solicitor for collection, Contractor is authorized and directed to tender the account to the Solicitor as a convenience to the Client subject to the Client's control.
- 2.4 The Client shall authorize and direct the Solicitor, for the duration of the agreement, to pay all money recovered from the Debtor to Contractor.
- 2.5 The Client shall pay the following fees to Contractor for acting on its behalf in the recovery of the Debt:
- 2.5.1 A fee equal to **25%** of all money paid or recovered from the Debtor in respect of the Debt during the term of the agreement for any standard collection prior to the issue of any legal proceedings for recovery of Debt;
 - 2.5.2 A fee equal to **40%** of all money paid by or recovered from The Debtor in respect of the Debt during the term of this agreement as a result of skip tracing/mail return;
 - 2.5.3 A fee equal to **50%** of all money paid or recovered from the Debtor in respect of the Debt during the term of this agreement for the funds collected as a result of second placement;

- 2.5.4 A fee equal to **40%** of all money paid or recovered where the client has directed to be sent to a Solicitor or court ordered fees and interest that may be received.
- 2.6 The Client authorizes Contractor to deduct and withhold from money paid by or recovered from the Debtor in respect to Debt an amount equal to the fees set out in section 2.5.
- 2.7 The Client shall advise Contractor of any amount of money paid directly to the Client by the Debtor within two working days of receipt of such sum and the Client acknowledges that the fees set out in section 2.5 shall apply to such sum as they would apply had such sum been paid to Contractor.
- 2.8 The Client authorizes Contractor to report any of the accounts listed for collection with Contractor to the credit bureau.
- 2.9 The Client authorizes Contractor to file proofs of claim in probate estates and bankruptcy estates on the accounts listed with Contractor.
- Upon receipt of a notice of bankruptcy, other than the filing of a proof of claim when appropriate, no further statements or bills are to be sent to the bankrupt patient.

3.0 DURATION AND TERMINATION

- 3.1 This agreement shall commence on 8:00 am January 1, 2019 and remain in effect until midnight, December 31, 2019.
- 3.2 Either party may terminate this agreement without cause and without liability upon sixty (60) days advance written notice to the other party.
- 3.3 The Client may terminate the agreement if Contractor commits a material breach of this agreement and shall fail to remedy such breach within fourteen (14) days of the Client giving Contractor written notice specifying the material breach.

- 3.4 Any termination shall not relieve Contractor of any liability to the Client for damages sustained by virtue of a material breach by Contractor. In the event of termination, the Client shall be under no further monetary obligation to Contractor. Contractor shall be paid compensation for services performed to date of termination.
- 3.5 In the event of termination or expiration of this agreement Contractor shall, in good faith, assist Client in transferring the accounts and information that are the subject of the debt recovery services provided by Contractor pursuant to this agreement.

4.0 NOTICES

Whenever either party desires or is required to give notice to the other, it shall be given by written notice sent by certified United States mail, return receipt requested, address to the other party. The parties designate the following as the respective places for providing notice:

For the Client:

City of Sandusky Fire
Department
c/o Fire Chief
600 W. Market Street
Sandusky, OH 44870

City of Sandusky Housing Manager
c/o Amanda McClain
222 Meigs Street
Sandusky, Ohio 44870

For the Contractor:

State Collection & Recovery
Services, LLC
c/o Office Manager
2115 George Street
Sandusky, OH 44870

5.0 GENERAL PROVISIONS

This agreement sets forth the entire agreement between the parties with respect to the subject matter of this agreement. No waiver or modification of any of the terms or conditions of this agreement shall be effective unless in writing

signed by both parties. Should any of the provisions of this agreement be held to be void or invalid the remaining provisions of this agreement shall not be affected.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

The headings of this agreement are for ease of reference only and are not intended to limit or restrict the terms.

This agreement is binding upon the heirs, legal representatives, successors and assigns of the parties.

This agreement may not be assigned by Contractor in whole or in part without the expressed written consent of Client.

In providing all the services pursuant to this agreement Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of such services including those now in effect and hereafter adopted.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

CLIENT: The City of Sandusky

(signature)

(date)

Eric L. Wobser, City Manager

CONTRACTOR: State Collections and Recovery Services, LLC.

(signature)

(date)

(printed name & title)

REQUEST FOR PROPOSALS
For Collection Agency Services for the Sandusky Fire
Department

January 1, 2017 to December 31, 2017

Issued by:
The City of Sandusky, Ohio

Issued:
October 18, 2016

Contact Person:
Dave Degnan - Fire Chief
Sandusky Fire Department
600 West Market Street
Sandusky, OH 44870
Phone: (419) 627-5822
Fax: (419) 627-5820
email: ddegnan@ci.sandusky.oh.us

Proposals Due:

November 15, 2016 at 2:00 p.m.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

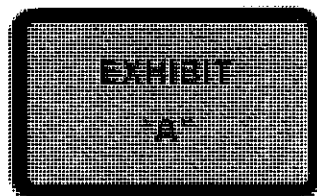


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SECTION I. NOTICE TO PROPOSERS

LEGAL NOTICE **REQUEST FOR PROPOSALS**

The City of Sandusky is requesting Proposals for Collection Agency Services for Sandusky Fire Department Emergency Medical Service Billing and Sandusky Division of Code Enforcement Administrative Penalties and Rental Registration Fees.

The term of the contract for this service shall begin on January 1, 2017 and conclude December 31, 2017. Proposal packages shall be submitted with one original in sealed envelope labeled "City of Sandusky Collection Agency Services – Sandusky Fire Department".

The Request for Proposals (RFP) will be available for pick up in the City of Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870.

Sealed Proposals will be received by the City of Sandusky, in the City of Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870", until November 15, 2016 at 2:00 p.m.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

Approved for publication

CITY OF SANDUSKY, OHIO
By: Dave Degnan – Fire Chief

ADV: October 21, 2016
October 28, 2016

SECTION II. INSTRUCTION TO PROPOSER

This Request for Proposals is being issued by the City of Sandusky. Primary contact for all communications regarding the Request for Proposals shall be directed to Dave Degnan – Fire Chief (419) 627-5822.

Request for Proposals will be published as a legal notice in the Sandusky Register and shall be available for pick up in the Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky Ohio, no later than October 21, 2016.

Sealed Proposals will be received by the City of Sandusky, in the Sandusky Fire Department Administrative Assistants' Office, 600 West Market Street, Sandusky, Ohio 44870, until November 15, 2016 at 2:00 p.m.

Proposer bears total responsibility for ensuring their Proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposers shall comply with each and every requirement of this RFP to be considered responsive.

A selection committee will review and analyze each Proposal.

The City of Sandusky reserves the right to reject any or all Proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky.

SECTION III. SCOPE OF SERVICES AND SPECIFICATIONS.

Contract Term

The effective date of the Contract shall begin at 8:00 a.m. January 1, 2017 and conclude at 12:00 midnight December 31, 2017.

Management and Operations

The successful bidder shall be encouraged to recommend changes and improvements in the scope and manner of operations set forth in the specifications. The implementation of any proposed changes or variations shall not become effective until after the contract has been negotiated and approved by the Sandusky City Commission.

Background Check

The successful proposer shall be required to execute the proper authorization allowing the City to perform a complete criminal background check and credit history.

Scope of Work

Fire Department

The City of Sandusky Fire Department, on an annual basis, generates approximately 5,000 Emergency Medical Service (EMS) billing invoices with an approximate dollar value of \$1,500,000. Of this total billing, 637 ambulance bills and \$123,544.22 is assigned as bad debt annually at an average of 90 day delinquency. The successful bidder shall be involved in the collection of delinquent EMS billing.

Division of Code Enforcement

Pursuant to the Environmental Health Housing Code of the City of Sandusky, all rental units within the City limits must be registered with the Division of Code Enforcement and pay an annual rental registration fee of \$100 for the first rental unit and \$35 per each additional rental unit owned. The Division of Code Enforcement currently has 6,912 registered rental units and has collected a total of \$264,575 in rental registration fees for the 2016 calendar year. There are approximately 535 unregistered rental units with an outstanding balance of \$52,880.00 in uncollected registration fees for the 2016 calendar year. For calendar years 2012-2015 when the registration fees were much lower, there is an outstanding balance of \$20,595 in uncollected rental registration fees.

There are currently 180 properties that are in violation of the Environmental Health Housing Code. The properties in violation are assessed administrative penalties on a 3 tier basis. If the violations are not corrected in the time provided by the Code Enforcement Officer, an administrative penalty is assessed to the owner or occupant up to \$100. At the second inspection, if the violations are not abated, an administrative penalty is assessed up to \$500. At the third inspection, if the violations are not abated, an administrative penalty is assessed up to \$1,000 and the owner or occupant are subject to criminal charges. Since 2006, the Division of Code Enforcement has administered 1, 611 administrative penalties amounting to approximately \$275,231.77. Of that amount, 993 of the penalties issued in the amount of \$139,912.21 have been collected. There are currently 647 invoices outstanding with a balance of \$139,892.36 that the Division has not been able to collect.

Beginning in 2017, a rental unit semi-annual mandatory inspection program will be implemented that shall require the property owner to pay an inspection fee per rental unit as follows:

1. A fee of \$125.00 for a premises with one rental unit;
2. A fee of \$175.00 for a premises with two rental units;
3. A fee of \$225.00 for a premises with three rental units;
4. A fee of \$250.00 for a premises with four rental units; and
5. A fee of \$265.00 for the first rental unit on a premises with five or more rental units, and a fee of \$15.00 per rental unit for each additional rental unit on the premises.
6. A re-inspection fee of \$50.00, per rental unit, subsequent to the first two inspections semi-annually.

Nuisance abatement charges are usually certified to the real estate taxes except in instances when the property is sold and the title has transferred to the new owner in

between billing and certification. Before the 2016 calendar year, these charges were normally written off. There is currently an outstanding balance of \$8,708.00 in uncertified nuisance abatement charges.

The successful bidder will be responsible for the collection of current and future past due administrative penalties, rental registration fees, semi-annual mandatory inspection fees and re-inspection fees, and uncertified nuisance abatement charges for the Division of Code Enforcement.

City of Sandusky Obligations

- The City of Sandusky shall be responsible for providing electronic documents sufficient in detail to the successful proposer to execute the scope of work.
- The City of Sandusky shall provide communication and guidance as necessary to the successful proposer for the purpose of processing and closing delinquent accounts.

Obligations of the Proposer

1. The successful bidder must operate in accordance with the ethical collection practices and obey all laws, including the Federal Fair Debt Collection Practices Act.
2. Insurance Requirements: The successful proposer shall maintain in force, during the full term of the contract, insurance as follows:
 - a. Comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, products and complete operations coverage's
 - b. Blank fidelity bond covering all officers and employees, with a minimum limit of \$1,000,000 including the city as loss payee as its interests may appear.
2. Remittance and Reporting Requirements:
 - a. The successful proposer shall be required to provide to the City of Sandusky regular monthly remittances and statements no later than thirty (30) days following the month of collection.

SECTION IV. PROPOSAL SUBMITTAL AND FORMAT

The Request for Proposals (RFP) will be available for pick up in the City of Sandusky Fire Department Administrative Assistants' Office 600 West Market Street, Sandusky, Ohio 44870.

Sealed Proposals will be received by the City of Sandusky, in the City of Sandusky Fire Department Administrative Assistant's Office located at 600 W. Market Street Sandusky,

Ohio 44870", until November 15, 2016 at 2:00 p.m. when all proposals will be opened and made public. The public opening is for informational purposes only and is not to be construed as an acceptance or rejection of any proposal. Proposals submitted will be evaluated as indicated in Section VI. No proposal shall be considered if it arrives after the time set for opening as determined by the employee of the City designated to open the proposals.

The City of Sandusky reserves the right to reject any or all proposals, to waive informalities, or to accept any Proposal which it deems most favorable to the City of Sandusky

Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.

Proposals received by fax or email will not be considered.

Proposer shall comply with each and every requirement of this RFP to be considered responsive.

All original signatures shall be in BLUE OR BLACK ink. If space provided is insufficient for response, attach additional sheets to the forms, clearly referencing such sheets back to specific points addressed in the forms.

Interpretation

If any Proposer finds any perceived ambiguity, conflict, error, omission or discrepancy between any of the documents contained in this Request for Proposals, the Proposer shall submit a written request no later than seven (7) days prior to November 15, 2016, at 2:00 p.m.

Requests should be directed to:

Dave Degnan – Fire Chief
Sandusky Fire Department
600 West Market Street
Sandusky, OH 44870
Phone: (419) 627-5822
Fax: (419) 627-5820
email: ddegnan@ci.sandusky.oh.us

If the City determines an interpretation or clarification is warranted, the City shall issue an addendum and provide a copy to each proposer of record.

Any interpretation or clarification of the documents contained in this Request for Proposals made by any person other than the City, or in any manner other than a written addendum, shall not be binding and the Proposer shall not rely upon any such interpretation or clarification.

If any addendum is issued within 96 hours prior to the published time for the opening of the Request for Proposals, excluding Saturdays, Sundays and legal Holidays, the opening of the Request for Proposals shall automatically be extended 1 week, with no further advertising required.

The Proposer shall certify that pursuant to Ohio Revised Code Section 9.24, no unresolved finding for recovery issued by the auditor of state is pending against it.

V. PROPOSAL EVALUATION CRITERIA

A Selection Committee intends to review the proposals received by the City. The City reserves the right to make such follow-up requests for additional and supplemental information as the City determines necessary and intends to select one or more Proposers for the purposes of preliminary negotiations. The City intends that such preliminary negotiations will be focused on the ability of the City and any such Proposer to negotiate a mutually satisfactory form of contract for the management of collection services. If a proposed final form of a contract is negotiated it would then be submitted to the Sandusky City Commission for its approval.

Based upon the City's review of the information contained in the proposals and such additional and supplemental information as the City may request, the City intends to select one Proposer for the purpose of entering into preliminary negotiations. Based upon such preliminary negotiations, the City intends to select a Proposer to negotiate a mutually satisfactory form of contract. Such Proposer selections will be based on the City's sole determination which will include consideration of but not be limited to the following criteria:

- (A) Quality of the proposal and its consistency with carrying out the City's objectives.
- (B) Qualifications and experience of the Proposer, its team and its experience with comparable operations.
- (C) Proposer's financial capacity.
- (D) The projected economic viability of the proposal.
- (E) The Proposer's experience in similar operations and management and in working with local government.
- (F) Benefits of the proposal to the City of Sandusky.
- (G) Ability of the City to negotiate a mutually satisfactory contract with the Proposer.
- (H) Such other factors as the City deems relevant.

This Request for Proposals by the City does not constitute an offer by the City and, likewise, proposals made by interested Proposers to the City are not acceptances. After negotiation of a mutually satisfactory final form of contract between the City and a Proposer, approval of such contract by the City Commission of the City of Sandusky and full execution thereof the parties will then be legally bound in accordance with the terms and provisions of the contract. Selection of one or more Proposers for the purpose of entering into preliminary negotiations does not obligate the City to enter into a contract.

Any costs incurred by interested Proposers in preparing responses to the City's Request for Proposals and in carrying out negotiations with the City are the sole responsibility of the Proposer and not the City.

The City reserves the right to request such additional and supplemental information from interested Proposers as the City believes is necessary and appropriate to accomplish the City's objectives.

In addition to the information requested by the City in Section VII, the City also requests completion of the Proposer Questionnaire attached to this Request for Proposals.

The City of Sandusky reserves the right to reject, in whole or in part, any and all proposals where the City in its sole discretion, taking into consideration the results of the evaluation process, has determined that award of a contract would not be in the best interest of the City.

**SECTION VI. KEY ELEMENTS OF A PROPOSER'S PROPOSAL CONCERNING
QUALIFICATIONS AND EXPERIENCE TO BE FURNISHED TO THE CITY**

- (A) An interested Proposer should supply the necessary materials and narrative as is useful to describe the proposed management and operation.
- (B) The City requests that interested Proposers provide information to the City concerning the Proposer, its qualifications and experience, references (including names and telephone numbers), and experience in comparable projects. Information is also requested concerning the Proposer's management team and proposed manager of that team and the principals of the Proposer including background and biographical. The City requests that Proposers responding to this RFP shall also complete the attached Proposer's questionnaire.
- (C) The City requests information from each interested Proposer concerning the Proposer's financial capacity including the most recent financial statements for the Proposer.
- (D) The City will seek to maintain confidentiality among each interested Proposer with respect to the information received from each interested Proposer. As in the case with other Ohio cities, the City is subject to Ohio's Public Records Law. Accordingly each interested Proposer should operate under the assumption that written information provided to the City will be a public record available for inspection upon request by members of the general public.

City of Sandusky

QUESTIONNAIRE

EXECUTIVE SUMMARY

This section should contain an outline of the respondent's general approach along with a brief summary of the prominent features of the proposal submitted.

1. How long has your company been in business?
2. History of agency, key members of management/collection team, including the makeup of the agency and experience with municipal accounts.
3. What geographic territories do you collect in?
4. What is the average total number and total dollar amount of both primary and secondary accounts you receive per month?

CONTRACTORS CAPABILITIES

5. A statement of your firm's background and experience in providing collection services to both governmental organizations and the private sector. Be very specific about relevant Ohio office experience in collection services.
6. Include a listing of governmental agencies in Ohio that your firm has provided services to over the last five years. Indicate each organization's name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.
7. Include a listing of other private sector businesses in Ohio that your firm has provided services to over the last five years. Indicate each organization's, name and address, contact person, reference telephone number, nature of services provided and dates of the engagement.

WORK PLAN AND STAFFING

8. How many collectors do you currently employ? Will additional collectors be needed to process additional work from the Sandusky Fire Department?

9. If additional collectors are needed, provide a description of the training for collectors including initial training program and any ongoing training/monitoring.
 10. Description of collector compensation and incentive programs.
 11. Please specify your office/collection hours. Are Saturdays and nights available?
 12. Description of the normal method used to collect accounts, including specific work standards based on balance ranges. Include number of both written and telephone attempts.
 13. Detail skip tracing procedures for skip accounts, include dollar thresholds for different levels of efforts.
 14. Description of the procedures for legal accounts and any parameters for these accounts, such as minimum balance for suit, etc. If fees differ for legal accounts, detail when the increase takes place (at in-house legal, when sent to attorney, when suit filed, etc.).
 15. Policy or procedure on complaint handling.
 16. Samples of all form/correspondence to be used for collection.
-

AUTOMATION

17. Are the collectors automated? If so, what type of system is utilized?
18. Description of automated abilities to handle accounts from placement procedures to remittance.
19. Does your agency utilize any of the mechanized payment methods such as Western Union, Quick Collect or AutoPay? What requirements and procedures are in place to ensure minimal adverse action after payment is received?

MISCELLANEOUS INFORMATION

20. Copy of latest annual report or financial statements.
21. Do you have a formal policy on equal opportunity?
22. If applicable, details regarding specific small business, minority-owned, or disadvantaged.

PROPOSED FEES

The City of Sandusky intends to award this contract to the Agency that it deems most responsive and will provide the most comprehensive and high quality service to the City inclusive of fee considerations. The City reserves the right to accept other than the lowest price offer and to reject all proposals that are not responsive to this request. Fee information is to include the following:

- The basis of the fee (such as flat fee per account assigned, percentage of revenue collect and so forth).
- The fee for each of the major categories listed in Scope of Work.
- The fee or manner in which a fee would be negotiated for any other accounts or indebtedness not specifically listed in this RFP the City may assign for collection.
- The fee for any accounts referred by the Agency for legal action to their in-house or to an attorney the Agency contracts with for legal services.

CERTIFICATION

The undersigned hereby certifies that the Proposer's Questionnaire and any attached explanatory information is true and correct to the best of my (our) knowledge and belief.

Proposer:

By: _____

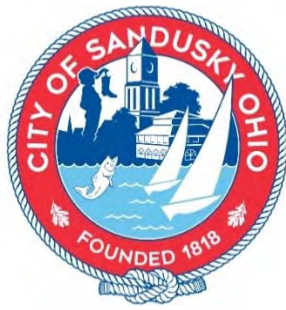
Title: _____

Address: _____

City, State: _____

Telephone No.: _____

Fax No.: _____



DEPARTMENT OF PUBLIC WORKS

Big Island Water Works

2425 First Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 14, 2018

Subject: **Commission Agenda Item – Ohio EPA License to Operate Fee for BIWW CY 2019**

ITEM FOR CONSIDERATION: Legislation authorizing payment to the Ohio EPA for the annual licensing fee to operate Big Island Water Works for the calendar year 2019.

BACKGROUND INFORMATION: In accordance with Ohio Law (Ohio Revised Code 6109.21), public water systems in Ohio must obtain a License to Operate from the Director of the Ohio Environmental Protection Agency (Ohio EPA). Fees are determined by the number of service connections within the City and fee schedule set by Ohio EPA.

For calendar year 2019, the City of Sandusky is required to pay a license renewal fee for Big Island Water Works in the amount of \$12,180.00. The fee has remained unchanged since 2014.

BUDGETARY INFORMATION: The total amount of \$12,180.00 shall be paid with Water funds and has been appropriated in the O & M Budget for 2018.

ACTION REQUESTED: It is recommended that the proposed payment of the license to operate fee with the Ohio EPA be approved and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to expend funds appropriated in the O & M budget for 2018 upon receipt of invoice from the Ohio EPA and to make payment prior to the December 31, 2018 due date.

I concur with this recommendation:

Eric Wobser
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE STATE OF OHIO ENVIRONMENTAL PROTECTION AGENCY FOR THE RENEWAL OF THE LICENSE TO OPERATE A PUBLIC WATER SYSTEM FOR THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky as an operator of a public water system is required to pay a licensing fee on an annual basis to the Ohio Environmental Protection Agency pursuant to Ohio Revised Code §6109.21; and

WHEREAS, the total cost for the annual licensing fee for calendar year 2019 is \$12,180.00 and will be paid with Water Funds which have been appropriated in the Operation & Maintenance (O&M) budget for 2018; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to make payment for the annual licensing fee to operate a public water system prior to the due date of December 31, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby authorizes and directs the Finance Director to make payment to the Treasurer of the State of Ohio as required by the Ohio Environmental Protection Agency in an amount **not to exceed** Twelve Thousand One Hundred Eighty and 00/100 Dollars (\$12,180.00) for the renewal of the license to operate a public water system for the calendar year 2019.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018



DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: Eric L. Wobser, City Manager

FROM: Hank S. Solowiej, CPA, Finance Director

DATE: November 14, 2018

RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation.

I am submitting amendment #5 to the 2018 General Appropriations.

BUDGETARY INFORMATION:

Appropriation amendments are required to update the budget for current and previous actions of the City. Examples include, but are not limited to:

- Fleet department supplies;
- Recreation department supplies;
- Demolition agreement with the Erie County Land Reutilization Corp;
- Salt purchases;
- Transit operations subsidy;
- State Route 6 maintenance agreement with ODOT;
- Capital expenses for street projects

ACTION REQUESTED:

It is requested the City Commission enact the ordinance and have it take immediate effect under Section 14 of the City Charter so that the budget amounts can be entered into the financial system and purchases can be made to continue the flow of city operations.

CC: Trevor Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENT NO. 5 TO ORDINANCE NO. 18-066 PASSED BY THIS CITY COMMISSION ON MARCH 26, 2018, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2018; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the General, Street, State Highway, Parks & Recreation, State Grants, Real Estate Development, Capital Projects, Water, and Sewer Funds; and

WHEREAS, amendments are required to adjust the budget for previous actions of the City; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to prevent delays in the use of the funds for an extended period of time and not restrict the operation of City departments; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. Ordinance No. 18-066 passed by this City Commission on the 26th day of March, 2018, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
FLEET MAINTENANCE	-	6,500	6,500
TRANSFERS:			
TRANSIT FUND	-	250,000	250,000
GENERAL FUND	-	256,500	256,500
SNOW & ICE REMOVAL	-	25,000	25,000
STREET FUND	-	25,000	25,000
ST HIGHWAY FUND	-	10,000	10,000
PAPER DISTRICT MARINA		(3,400)	(3,400)
PAVILION		1,000	1,000
MILLS CREEK GOLF COURSE	-	3,400	3,400
PARKS & RECREATION FUND	-	1,000	1,000
LANDBANK		(10,000)	(10,000)

CHIP GRANT	-	(50,000)	(50,000)
REVOLVING LOAN-ECO DEV	-	160,000	160,000
DRC-PROBATION SERVICES	(40,000)	(10,000)	(50,000)
STATE GRANTS FUND	(40,000)	90,000	50,000
REAL ESTATE DEV FUND	-	125,000	125,000
CAMP ST UNDERPASS		(50,000)	(50,000)
STREET PROJECTS		500,000	500,000
SAFE ROUTES TO SCHOOLS	-	(200,000)	(200,000)
SHORELINE DRIVE PROJECT		(250,000)	(250,000)
CAPITAL PROJECTS FUND	-	-	-
ADMINISTRATIVE SUPPORT			60,000
	60,000		
BIWW BUILDING IMPROVEMENTS	-	(60,000)	(60,000)
WATER FUND		(60,000)	-
	60,000		
ADMINISTRATIVE SUPPORT			60,000
	60,000		
SEWER COLLECTIONS UPGRADE	-	(60,000)	(60,000)
SEWER FUND		(60,000)	-
	60,000		
TOTAL ALL FUNDS		387,500	467,500
	80,000		

Section 2. The Finance Director is authorized to draw warrants upon the City treasury for funds appropriated in this Ordinance upon presentation of properly approved vouchers and when in conformity with the Charter and general laws of the State of Ohio. In addition, the Finance Director is authorized to make transfers between funds, to cover deficiencies in City funds provided said transfers are included in the general appropriations.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in

those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018

November 8, 2018

M E M O R A N D U M

TO: Eric Wobser, City Manager

FROM: Rick Wilcox, Fire Chief

RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase (3) three Bullard T3X Thermal Imaging Cameras and Accessories from Finley Fire Equipment, 5255 North State Route 60 NW, McConnelsville, OH 43756.

BACKGROUND INFORMATION: The need to replace Sandusky Fire Department's (3) three Thermal Imaging Cameras that will be placed on our front line engines (921, 923 and 927) has been determined by the Fire Chief and the thermal imaging review committee which consisted of the entire department lead by Captain D'Amico. The current thermal imaging cameras were purchased in 2006 and have currently outlived their useful life. The new thermal imaging technology, newer versions are much clearer and provide a more useable image in low light, blackout and smoke conditions.

Currently there are six camera manufactures that produce thermal imaging cameras rated for fire service use. All six manufacturers were invited to demo their products, they consisted of Drager, MSA, Argus, Scott, FLIR and Bullard. Each shift had the opportunity to evaluate each camera in a smoke/heat condition to better learn about its pros and cons. A vacant house and a burn barrel were secured. Quotes were requested for the top three cameras as follows:

Bullard T3X Thermal Imaging Camera	\$25,800.00 trade in value for 2 = \$1000.00
Bullard Eclipse LDX Thermal Imaging Camera	\$25,800.00 trade in value for 2 = \$1000.00
Argus "S" Thermal Imaging Camera	\$16,425.00

Based on the evaluations and after careful consideration it was determined the Bullard T3X Thermal Imaging Cameras were the best camera for the Fire Department based on the size, battery life, durability, display screen and ease of use.

Bullard has offered a credit for (2) two of our current ISG thermal imaging cameras for \$500.00 each and the third camera will be taken out of service and placed in the historical room located at the fire department.

BUDGETARY INFORMATION: The total amount for this purchase is **\$24,800.00**, consisting of a cost for the Thermal Imaging Cameras of \$25,800.00 and a trade in value of \$1000.00. The cost for the thermal

imaging cameras were budgeted for in the 2018 Five-Year Capital Improvement Plan. This purchase will be paid with funds from the EMS account.

ACTION REQUESTED: It is requested that the proper legislation be prepared to purchase (3) three Bullard T3X Thermal Imaging Cameras and Accessories from Finley Fire Equipment, 5255 North State Route 60 NW, McConnelsville, OH 43756 in an amount not to exceed **\$24,800.00**. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter to allow the cameras to be immediately ordered so the Fire Department can begin using the advanced life-saving equipment at the earliest opportunity.

Approved:

I concur with this recommendation:

Rick Wilcox, Fire Chief

Erie Wobser, City Manager

Cc: Eric Wobser, City Manager
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director
John Orzech, Acting Safety Services Director
Kelly Kresser, Commission Clerk

ORDINANCE NO. _____

AN ORDINANCE DECLARING THREE (3) ISG K1000 THERMAL IMAGING CAMERAS, SERIAL NOS. K1K-1239EV, K1K-1211EV, AND K1K-1238EV, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE THREE (3) BULLARD T3X THERMAL IMAGING CAMERAS AND ACCESSORIES FROM FINLEY FIRE EQUIPMENT, OF MCCONNELSVILLE, OHIO, FOR THE FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department is requesting approval to purchase three (3) Bullard T3X Thermal Imaging Cameras to replace the three (3) ISG K1000 Elite Thermal Imaging Cameras which were purchased in 2006 and have reached the end of their useful life expectancy as determined by the Fire Chief; and

WHEREAS, there are currently six (6) manufacturers that produce thermal imaging cameras rated for fire services use (Drager, MSA, Argus, Scott, FLIR, and Bullard) and these six (6) manufacturers were invited to conduct demonstrations on their products; and

WHEREAS, a review committee comprised of the entire Fire Department evaluated the cameras with each shift given the opportunity to evaluate each camera in a smoke/heat condition; and

WHEREAS, based on the evaluations, quotes were requested for the top three (3) cameras and upon further review by the committee, it was determined the Bullard T3X thermal imaging camera is the best camera for the Fire Department based on the size, battery life, durability, display screen, and ease of use; and

WHEREAS, two (2) of the existing cameras will be traded-in for a credit of \$500.00 each and the third camera will be placed in the historical room located at the Central Fire Station; and

WHEREAS, the total cost of the three (3) new Bullard T3X Thermal Imaging Cameras and Accessories, which includes a trade-in credit of \$1,000.00 for the two (2) ISG K1000 Elite Thermal Imaging Cameras, is \$24,800.00, and will be paid with EMS Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the cameras to be immediately ordered so the Fire Department can begin using the advanced life-saving equipment at the earliest opportunity; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Fire Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds and determines that the three (3) ISG K1000 Elite Thermal Imaging Cameras, Serial Nos. K1K-1239EV, K1K-1211EV, AND K1K-1238EV, are unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of two (2) cameras through a purchase and trade process and place the other camera in the historical room at the Central Fire Station.

Section 2. The City Manager be and hereby is authorized and directed to purchase three (3) Bullard T3X Thermal Imaging Cameras and Accessories from Finley Fire Equipment, McConnelsville, Ohio, at an amount **not to exceed** Twenty Four Thousand Eight Hundred and 00/100 Dollars (\$24,800.00).

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION



DEPARTMENT OF RECREATION

222 Meigs Street
Sandusky, Ohio 44870
419.627.5833
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jason Werling, Recreation Superintendent

Date: November 14, 2018

Re: Commission Agenda Item

Item for Consideration: Legislation to approve the purchase of playground equipment for Huron Park from Play & Park Structures of Pittsburgh, Pennsylvania through the Keystone Purchasing Network, Contract #KPN-201409-02B, for a total of \$80,647.32.

Background Information: The Keystone Purchasing Network is a cooperative purchasing program that reduces the cost of acquisition for education and local government by providing competitively bid purchasing contracts that meet strict bidding standards.

This playground equipment will feature a Spartan Climbing Course, a wheelchair accessible play structure, one Whirl with Me merry-go-round, (2) two spinning seats (4) four bay swing set that consists of (2) two belt swings, a Reflections Selfie Swing, and a "Made-for-Me Seat. The Spartan Course will have a capacity of 50-60 children, ages 5-12, and the play structure will have a child capacity of 60-70 children, ages 2-12. Engineered wood fiber will be used for surfacing and purchased in 2019.

The playground equipment and surfacing will be installed by City personal for use by the general public.

A site plan and colored rendering provides a visual depiction of what the playground will look like once installed and is attached for your review.

Budgetary Information: The total cost of the playground equipment is \$80,647.32 of which \$50,000.00 will be paid with Mylander Foundation Grant funds donated to the City of Sandusky for Parks and Recreation purposes and the remaining balance of \$30,647.32 will be paid with Capital Recreation Funds. The Mylander Foundation Grant funds are to be used for "structural improvements made to the Sandusky City Parks, Oakland Cemetery, or the Sandusky City Recreation Areas.

Action Requested: It is requested that legislation be prepared to purchase this playground equipment from Play & Park Structures of Pittsburgh, Pennsylvania, in the amount of \$80,647.32. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the playground equipment to be ordered immediately to insure adequate time for delivery and installation for opening in summer 2019.

I concur with the recommendation:

Eric Wobser, City Manager

cc: Kelly Kresser, Clerk; Hank Solowiej, Finance Director; Trevor Hayberger, Law Director



Play & Park Structures of N. OH
& W.PA
10 Old Clairton Rd Suite 12A
PMB-120
Pittsburgh, PA, 15236
Phone: 412-485-1660
Fax:
Email:
kevin.hindes@playandpark.com
Contact: Kevin Hindes

Sandusky Quote

City of Sandusky
Attn: Jason Werling
222 Meigs Street
Sandusky, OH 44870
jwerling@ci.sandusky.oh.us

Quote Number: 811-121667

Quote Date: 11/14/2018

Stock ID	Description	Quantity	Weight	Unit Price	Amount
RDU	Spartan Course 10-118803	1	2892.64	\$41,430.00	\$41,430.00
RDU	SuperMax Unit 20-96496	1	7832.85	\$81,515.00	\$81,515.00
68048	Whirl With Me	1	461	\$3,899.00	\$3,899.00
68131	CURVED "S" CHIME	1	454	\$5,308.00	\$5,308.00
68156	SPINNING SEAT	2	150	\$1,043.00	\$2,086.00
68036	5"OD STANDARD ARCH SWING	1	482	\$1,899.00	\$1,899.00
67598	BELT SEAT PKG 5"OD	2	48	\$235.00	\$470.00
67565	5"OD AADA ARCH SWIN A-A-B	1	296	\$1,100.00	\$1,100.00
65173	REFLECTIONS SELFIE SWING 5"	1	62	\$1,333.00	\$1,333.00
67859	5"MADE-FOR-ME SEAT GV 2-5	1	51	\$463.00	\$463.00

Total Weight: 12729.49

SubTotal: \$139,503.00

Discount: \$69,803.76

Material Surcharge: \$4,626.77

Freight: \$6,321.31

Total Amount: \$80,647.32

All 2018 pricing is valid on orders placed by December 5, 2018 that will ship by December 31, 2018. All orders shipping after December 31, 2018 will receive a 3.5% price increase on material. Our Manufacturing facility will also be closed for inventory and not shipping from 1-1-2019 through 1-18-2019.

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures of N. OH & W.PA.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Installation: A certified Play & Park Structures Installer is recommended for play equipment installation. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotation:

Accepted By (printed): _____

Signature: _____

Title: _____

Purchase Amount: _____ \$80,647.32

Order Information

Bill to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Billing Contact: _____

Billing Phone: _____

Billing Fax: _____

Enter desired color palette name: _____

OR

Enter desired color: Uprights (_____)

Decks (_____)

Accents (_____)

Roofs/Tubes (_____)

Slides/Panels (_____)

Play & Park Structures of N. OH & W.PA

By: _____

Salesperson's signature

Salesman's Signature

P.O. No:

Date:

Phone:

Facsimile

Ship to:

Company: _____

Attn: _____

Address: _____

City/State/Zip: _____

Jobsite Contact: _____

Jobsite Phone: _____

Jobsite Fax: _____

Customer's Signature

PLAY



SITE FURNISHINGS



Shade, Shelter, Dog Agility
Equipment, Outdoor
Fitness Equipment

SPECTATOR SEATING



SURFACING





IT SPRING GREEN ACCENT SPRING GREEN DECK BLUE ROTO BLUE HDPE BLUE HDPE NONE SHADE NONE ROOF NONE CABLE BLACK MAX-APEX BLUE

of Sandusky
 isky OH

play&park
structures
A PLAYCORE Company

544 Chestnut
 Chattanooga, TN 37404
800.727
 playandpark



IT SPRING GREEN ACCENT SPRING GREEN DECK BLUE ROTO BLUE HDPE BLUE HDPE NONE SHADE NONE ROOF NONE CABLE BLACK MAX-APEX BLUE

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 isky OH

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544 Chestnut
 Chattanooga, TN 37402
800.727
 playandpark.com

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE PLAYGROUND EQUIPMENT FROM PLAY & PARK STRUCTURES OF PITTSBURGH, PENNSYLVANIA, FOR HURON PARK; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Keystone Purchasing Network (KPN) is a cooperative purchasing program that reduces the cost of acquisition for education and local government by providing competitively bid purchasing contracts that meet strict bidding standards; and

WHEREAS, the City, as a member of the Keystone Purchasing Network, desires to purchase playground equipment that has been competitively bid and made available through the membership from Play & Park Structures of Pittsburgh, Pennsylvania; and

WHEREAS, this playground area will feature a Sparta Climbing Course, a wheelchair accessible play structure, one Whirl with Me merry-go-round, (2) two spinning seats, (4) four bay swing set that consists of (2) two belt swings, a Reflections Selfie Swing, and a “Made-for-Me Seat and engineered wood fiber will be used for surfacing and purchased in 2019; and

WHEREAS, the total cost for this playground equipment is \$80,647.32, of which \$50,000.00 will be paid with Mylander Foundation Grant funds and the remaining balance of \$30,647.32 will be paid with Capital Recreation Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the playground equipment to be ordered immediately to ensure adequate time for delivery and installation for opening in Summer of 2019; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to purchase playground equipment from Play & Park Structures of Pittsburgh, Pennsylvania, through the Keystone Purchasing Network, Contract #KPN-201409-02B, for Huron Park, at an amount **not to exceed** Eighty Thousand Six Hundred Forty Seven and 32/100 Dollars (\$80,647.32) as reflected in the quotation submitted and dated November 14, 2018.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018



To: Eric Wobser, City Manager
From: Jason Werling, Recreation Superintendent
Date: November 14, 2018
Subject: Commission Agenda Item

ITEMS FOR CONSIDERATION: Requesting legislation approving the submission of a grant application to ODNR- Office of Coastal Management for financial assistance through the FY 2020 Coastal Management Assistance Grant Program for the Paddle Sandusky: Kiwanis Park Project the Recreation Department.

BACKGROUND INFORMATION:

- ODNR- Office of Coastal Management – Application for matching funds for Paddle Sandusky: Kiwanis Park. The project will improve public access via walking, biking, paddling to Sandusky Bay from the Kiwanis Park access of the Pipe Creek Wildlife Area (PCWA) in the City of Sandusky including an improved pathway extending around the cells of the PCWA. The project will work in conjunction with the Sandusky Bay Pathway plan and create a paddling and outdoor recreation experience on Sandusky Bay found nowhere else in the city or region.

BUDGETARY INFORMATION: The estimated cost of the project is \$531,000 of which \$225,000 will initially be paid with City funds and then, if awarded, reimbursed through program. The City is required to provide at least a 50% match and it anticipated the remaining balance of \$306,000 will be paid with Issue 8 funds from the Capital Project Fund.

ACTION REQUESTED: It is requested that the proper legislation be prepared for the approval of the application to be submitted to ODNR: Office of Coastal Management. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to submit the grant application by the submission deadline of December 7, 2018 and receive notification of any awarded funds at the earliest opportunity so event and budgetary planning can begin.

I concur with this recommendation.

Jason Werling, Recreation Superintendent

Approved:

Eric Wobser, City Manager

RESOLUTION NO. _____

A RESOLUTION APPROVING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES, OFFICE OF COASTAL MANAGEMENT FOR FINANCIAL ASSISTANCE THROUGH THE FY 2020 COASTAL MANAGEMENT ASSISTANCE GRANT PROGRAM FOR THE PADDLE SANDUSKY: KIWANIS PARK PROJECT FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, office of Coastal Management, administers financial assistance for coastal management purposes, through the Ohio Coastal Management Program; and

WHEREAS, the Paddle Sandusky: Kiwanis Park Project involves improving public access via walking, biking, and paddling to Sandusky Bay from the Kiwanis Park access of the Pipe Creek Wildlife Area (PCWA) including an improved pathway extending around the cells of the PCWA and this project will be completed in conjunction with the Sandusky Bay Pathway plan to create a paddling and outdoor recreation experience on Sandusky Bay; and

WHEREAS, the estimated cost of the project is \$531,000.00 of which \$225,000.00 will initially be paid with City funds and then, if awarded, reimbursed through the program; the City is required to provide at least a 50% match and it is anticipated the remaining balance of \$306,000.00 will be paid with Issue 8 funds from the Capital Projects Fund; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order submit the grant application to the Ohio Department of Natural Resources, Office of Coastal Management by the deadline of December 7, 2018; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Natural Resources, Office of Coastal Management for financial assistance through the FY 2020 Coastal Management Assistance Grant Program for the proposed Paddle Sandusky: Kiwanis Park Project and authorizes and directs the City Manager to provide all information and

documentation required to become eligible for possible funding assistance and to execute any grant agreements and lawfully expend funds consistent with the application and agreement should they be awarded.

Section 2. The City of Sandusky agrees to obligate the funds required to satisfactorily complete the proposed Paddle Sandusky: Kiwanis Park Project and become eligible for reimbursement under the terms and conditions of the Coastal Management Assistance Grants Program.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

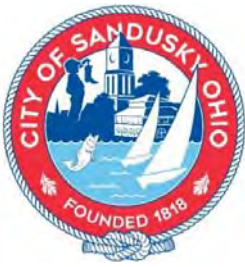
Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio 44870
419.627.5829
www.ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Jeffrey R. Keefe, P.E.

Date: November 14, 2018

Subject: **Commission Agenda Item – Professional Design Services Agreement with Brown and Caldwell (BC) for the 2018 WWTP Ferric Tanks Project**

ITEM FOR CONSIDERATION: Legislation for approval to enter into a Professional Services Agreement for the design of the 2018 WWTP Ferric Tanks Project with Brown and Caldwell (BC).

BACKGROUND INFORMATION:

Currently we have a steel rubber lined and a plastic 6,500 gallon chemical tanks that were installed in 1970. These tanks are used for storing ferrous chloride which is used for phosphorus removal. In 2012 a hole developed in one of the tanks, and the tank was repaired. On 5-23-2018 another hole appeared. Due to the age of the tanks and since steel rubber lined tanks are no longer recommended for storage of this chemical, it is necessary to replace these tanks.

This project will replace the existing 6,500-gallon outdoor chemical tank with a 13,000-gallon tank and provide a new 13,000-gallon tank as a redundant unit. The total storage volume will remain the same. Additionally, the pumps and control system will be replaced to work with the new storage configuration.

Brown and Caldwell (BC) was the top ranked design firm to perform the design of the 2018 WWTP Ferric Tanks Project based on the 2017 – 2018 Biennial Requests for Statements of Qualifications process. BC has the professional expertise and technical ability to perform the required tasks and additionally has extensive experience with the design aspects of this project. A final Scope of Services (SOS), dated November 1, 2018, is attached to the legislation as Exhibit "A".

BUDGETARY INFORMATION: The not to exceed cost for professional design services is \$34,700.00, and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that an ordinance for a professional design services contract for the 2018 WWTP Ferric Tanks Project in the amount of \$34,700.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to complete the design and proceed with the construction of this project during the 2019 construction season.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein, P.E.
Director

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Acting Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH BROWN AND CALDWELL OF INDEPENDENCE, OHIO, FOR THE WWTP FERRIC TANKS PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City currently uses a steel rubber lined 6,500 gallon chemical tank and a plastic 6,500 gallon chemical tank that were installed in 1970 and used for storing ferrous chloride, which is used for phosphorus removal; and

WHEREAS, in 2012 a hole had to be repaired in one of the tanks and recently another hole developed and due to the age of the tanks and since steel rubber lined tanks are no longer recommended for storage of ferrous chloride, it is necessary to replace these tanks; and

WHEREAS, the WWTP Ferric Tanks Project involves the replacement of these two (2) tanks with one (1) 13,000 gallon tank, a new 13,000 gallon tank to be used as a redundant unit, and the replacement of the pumps and control system to work with the new storage configuration; and

WHEREAS, Brown and Caldwell will be providing professional services for the design of the WWTP Ferric Tanks Project and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, Brown and Caldwell was selected as the top-ranked design firm for the WWTP Ferric Tanks Project through the 2017-2018 Biennial Request for Statements of Qualifications (SOQ) for Services process based on the firm's experience, professional expertise and technical ability necessary to complete the required tasks as they have extensive experience with the design aspects of the project; and

WHEREAS, the cost of the professional design services is \$34,700.00 and will be paid with Sewer Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to complete the design and proceed with the construction of the project during the 2019 construction season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into an

agreement with Brown and Caldwell of Independence, Ohio, for Professional Design Services for the WWTP Ferric Tanks Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Thirty Four Thousand Seven Hundred and 00/100 Dollars (\$34,700.00).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018

AGREEMENT
FOR
PROFESSIONAL DESIGN SERVICES

This Agreement for Professional Design Services (this “Agreement”), made as of _____, 2018, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Public Services designated below or successor (the “City Engineer”), and Brown and Caldwell (the “Architect/Engineer”), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances, and regulations, and it is the intention of the City, in the exercise of its powers, to obtain professional design services for the following project (the “Project”):

Project Name:	Wastewater Treatment Plant Ferric Tanks Project
Director of Public Works: Address:	Aaron Klein, P.E. Department of Public Works City of Sandusky 222 Meigs Street Sandusky, Ohio 44870
Architect/Engineer: Contact: Address:	Brown and Caldwell Tony Blanc, P.E. 6055 Rockside Woods Boulevard Suite 350 Independence, OH 44131

WHEREAS, the compensation of the Architect/Engineer set forth herein is determined to be fair and reasonable to the City and the Architect/Engineer; and

WHEREAS, the Architect/Engineer desires, and is licensed and capable, to provide professional design services for the Project;

WHEREAS, the Architect/Engineer has previously provided certain professional design services for the Project;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the City and the Architect/Engineer agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER

1.1. Architect/Engineer’s Services

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional design services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the

applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

1.1.2. Timeliness; Standard of Care. The Project Schedule shall be established by mutual agreement between the City and the Architect/Engineer within thirty (30) days after the execution hereof. The Architect/Engineer shall perform the Architect/Engineer's services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project Schedule so as to cause no delay, interference, disruption, or hindrance in the Work, and so that the Project shall be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the City in accordance with the standards set forth in 1.1.1.

1.1.3. Non-Discrimination. The Architect/Engineer represents that the Architect/Engineer is in compliance with all applicable equal employment opportunity requirements under law, if required by Section 153.59 of the Ohio Revised Code or any other applicable state or federal law.

1.1.4. Consultants. The Architect/Engineer may provide services through one or more consultants employed by the Architect/Engineer (the "Consultants"); provided, however, the Architect/Engineer shall remain responsible to the City for all duties and obligations of the Architect/Engineer under this Agreement. Unless waived or otherwise modified in writing by the City upon written request of the Architect/Engineer, no Consultant shall be retained upon terms inconsistent with this Agreement. The Architect/Engineer shall provide the City Engineer with the names and qualifications of any other proposed Consultant, together with a description of the services to be provided by such Consultant for approval. Once approved by the City Engineer, the identity of any Consultant and the extent of such Consultant's participation in performing the Architect/Engineer's services shall not be altered without the written consent of the City Engineer. Upon the request of the City, the Architect/Engineer shall terminate the employment of any Consultant. The City may communicate with any Consultant either through the Architect/Engineer or directly to the Consultant with notice to the Architect/Engineer.

1.1.5. Ethics Laws. The Architect/Engineer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

1.1.6. Limitation of Authority. The Architect/Engineer shall not have any authority to bind the City for the payment of any costs or expenses without the express written approval of the City. The Architect/Engineer shall have authority to act on behalf of the City only to the extent provided herein. The Architect/Engineer's authority to act on behalf of the City shall be modified only by an amendment in accordance with Subparagraph 9.5.2.

ARTICLE 2. SCOPE OF ARCHITECT/ENGINEER'S BASIC SERVICES

2.1. General

2.1.1. Basic Services to be provided by the Architect/Engineer shall consist of the services set forth in Exhibit A attached hereto and incorporated by reference herein as if fully rewritten.

ARTICLE 3. ADDITIONAL SERVICES

3.1. General

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

ARTICLE 4. RESPONSIBILITIES OF THE CITY

4.1. **Required Actions.** The City shall review, approve, or take such actions as are required of the City by this Agreement and applicable law in a reasonable and timely manner.

4.2. **Instructions to Contractors.** All instructions of the City to Contractors shall be through, or in consultation with, the Architect/Engineer.

4.3. **City's Requirements.** The City shall provide full information regarding its requirements for the Project, any agreements related to the Project, and any design and construction standards and work rules which set forth the City's use, design, time and financial objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, time constraints imposed by fiscal and budgetary considerations, special equipment, systems and site requirements. The Architect/Engineer shall be entitled to rely upon the accuracy and completeness of information provided by the City under this paragraph which the City represents in writing is complete and accurate; provided, however, the City makes no representation for, and the Architect/Engineer may not rely upon, information from third parties.

4.4. **Authorized Representative.** The City has designated the City Engineer or successor to be the City's Authorized Representative, i.e., a person authorized to act on the City's behalf with respect to the Project to the extent provided in the Contract Documents. If the City Engineer is absent or unavailable, the City's Project Engineer shall serve as the City's Authorized Representative.

4.5. **Notice to Architect/Engineer.** If the City observes or otherwise becomes aware of any Defective Work or other fault or defect in the Project, prompt notice thereof shall be given to the Architect/Engineer.

4.6. **Legal Representation.** The City shall not be responsible to provide, or pay for, any legal representation of the Architect/Engineer.

ARTICLE 5. COMPENSATION

5.1. Direct Personnel Expense

5.1.1. **Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory

employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

5.1.2. Records. Direct Personnel Expense for the Architect/Engineer's employees for such hours of their time as are devoted to performing services to the Project shall be evidenced by time records certified by the Architect/Engineer.

5.1.3. Limit. The Architect/Engineer shall use all reasonable means to minimize Direct Personnel Expense.

5.2. Reimbursable Expenses

5.2.1. Definition. Reimbursable Expenses means actual expenditures incurred by the Architect/Engineer or its Consultants in the interest of the Project approved by the City for travel (if approved in advance) in accordance with City policies, transportation between the office of the Architect/Engineer and the Project, long-distance telephone, facsimile communications, reproduction, mailing, computer time, supplies and materials and Consultants. No other expenditures shall be Reimbursable Expenses unless so provided in an amendment in accordance with Subparagraph 9.5.2.

5.2.2. Limits. The Architect/Engineer shall use all reasonable means to minimize Reimbursable Expenses.

5.3. Basis of Compensation

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of thirty-four thousand seven hundred dollars (\$34,700.00). A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

5.3.2. Additional Fees. For Additional Services provided by the Architect/Engineer and any Consultants in accordance with Article III, the City shall pay the Architect/Engineer Additional Fees in an amount negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer, but in all events, such Additional Fees shall not exceed two and half (2.5) times the Direct Personnel Expense and any applicable Consultant in providing those Additional Services. Additional Fees may be approved only by an amendment in accordance with Subparagraph 9.5.2.

5.3.3. Extent of Basic Fee. The Architect/Engineer's Basic Fee includes all compensation for Basic Services, including without limitation, for salaries or other compensation of the Architect/Engineer's employees at the principal office, branch offices and the field office, general operating expenses of the Architect/Engineer's principal office, branch offices and the field office, any part of the Architect/Engineer's capital expenses, including interest on the Architect/Engineer's capital employed for the Project, overhead or expenses of any kind, except Reimbursable Expenses, any costs incurred due to the negligence of the Architect/Engineer, the Architect/Engineer's general advertising, federal, state or local income, sales or other taxes, state franchise taxes and qualification fees, and membership in trade, business or professional organizations.

5.3.4. Total Compensation. The total compensation of the Architect/Engineer and all Consultants shall consist of the Basic Fee, any Additional Fees, and Reimbursable Expenses.

5.4. Method and Terms of Payment

5.4.1. Basic Fee. Payment of the Basic Fee shall be made monthly upon invoice of actual services performed. The Basic Fee shall be subject to all setoffs in favor of the City for claims against the Architect/Engineer.

5.4.2. Additional Fees, Reimbursable Expenses. Payments of Additional Fees for Additional Services in accordance with Article III and Subparagraph 5.3.2 and for Reimbursable Expenses as set forth in Paragraph 5.2 shall be made monthly based upon services performed or expenses incurred, as applicable, and as shown by a properly completed and supported invoice of the Architect/Engineer. Invoices shall be sufficiently detailed and supported to permit review by the City for approval or disapproval of any amounts set forth in the invoice.

5.4.3. Payments by Architect/Engineer. Within ten (10) business days of receipt of payment made pursuant to this Agreement, the Architect/Engineer shall pay all portions thereof due to Consultants and to persons who provided items the expenses of which are Reimbursable Expenses.

5.4.4. Compensation for Extension of Project Time. If the Architect/Engineer notifies the City not less than thirty (30) days prior to the time for completion of the Project set by the Project Schedule established pursuant to Subparagraph 1.1.2, that such time for completion is reasonably expected to be exceeded by more than ten percent (10%) through no fault of the Architect/Engineer, the compensation, if any, for Basic Services to be rendered during such extended period shall be negotiated to the mutual reasonable satisfaction of the City and the Architect/Engineer. If, as a result of such negotiation, the City agrees that the Architect/Engineer shall be paid additional compensation, an amendment to that effect shall be executed in accordance with Subparagraph 9.5.2 before the Architect/Engineer renders any services made necessary by such extension of the time of completion, unless otherwise agreed in writing by the City.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

6.1. Insurance

6.1.1. Casualty Insurance. Except when a modification is requested in writing by the Architect/Engineer and approved in writing by the City, the Architect/Engineer shall carry and maintain at the Architect/Engineer's cost, with companies authorized to do business in Ohio, all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a. Workers' Compensation and employer's liability insurance to the full extent as required by applicable law;
- b. Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:
 - i. General Aggregate Limit: \$2,000,000
 - ii. Each Occurrence Limit: \$1,000,000 each occurrence;
- c. Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

6.1.2. Professional Liability Insurance. Subject to the City's waiver or modification of Professional Liability Insurance upon written request of the Architect/Engineer, the Architect/Engineer shall maintain insurance to protect against claims arising from the performance of the Architect/Engineer's services caused by any negligent acts, errors, or omissions for which the Architect/Engineer is legally liable ("Professional Liability Insurance"). Except when a waiver is approved by the City upon written request of the Architect/Engineer, such Professional Liability Insurance shall be in an amount not less than \$1,000,000 per claim and in the annual aggregate. The Architect/Engineer shall endeavor to keep such insurance in effect for so long as the Architect/Engineer may be held liable for its performance of services for the Project. If the Professional Liability Insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date on which the Architect/Engineer commenced to perform services relating to the Project. The insurance company issuing the Professional Liability Insurance policy must be authorized to do business in Ohio and have a rating of at least A status as noted in the most recent edition of the Best's Insurance Reports.

6.1.3. Certificates. The Architect/Engineer shall provide the City with certificates of insurance evidencing the required coverages and amounts, including without limitation any certificates of renewal of insurance. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the City.

6.2. Indemnification

6.2.1. Indemnification by Architect/Engineer Generally. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officers, officials, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which (a) arise out of, are caused by, or result from performance of the Architect/Engineer's services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to damage to or destruction of property, including the loss of use resulting therefrom, but (c) only to the extent they are caused by any negligent acts, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. This Subparagraph is intended to be, and shall be construed as consistent with, and not in conflict with, Section 2305.31 of the Ohio Revised Code, to the fullest extent permitted.

6.2.2. Intellectual Property Indemnification. To the fullest extent permitted by law, the Architect/Engineer shall and does agree to indemnify and hold harmless the City and its members, officials, officers, employees, and representatives from and against insurable damages, losses, and expenses (including reasonable attorney's fees and other reasonable costs of defense), of any nature, kind or description, which result from infringement of any copyright, patent, or other intangible property right to the extent caused by the negligent act, errors, or omissions of the Architect/Engineer, anyone directly or indirectly employed by the Architect/Engineer or anyone for whose acts the Architect/Engineer is legally liable. The Architect/Engineer shall not be required to indemnify and hold harmless such persons for such matters when the claimed infringement occurs in materials provided by the City.

ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

7.1. Mediation. Instead of, or in addition to, the procedures set forth below, the City and the Architect/Engineer may, by written agreement, submit any claims, requests, disputes, or matters in question between or among them to mediation upon such terms as shall be mutually reasonably agreeable.

7.2. Notice and Filing of Requests. Any request by the Architect/Engineer for additional fees or expenses shall be made in writing to the Authorized Representative and filed prior to the final payment of the Basic Fee. Failure of the Architect/Engineer to timely make such a request shall constitute a waiver by the Architect/Engineer of any request for such fees and expenses.

7.3. Request Information. In every written request filed pursuant to Paragraph 7.2, the Architect/Engineer shall provide the nature and amount of the request; identification of persons, entities and events responsible for the request; activities on the Project Schedule affected by the request or new activities created by any delay and the relationship with existing activities; anticipated duration of any delay; and recommended action to avoid or minimize any future delay.

7.4. Meeting with Authorized Representative. If the Architect/Engineer files a written request with the Authorized Representative pursuant to Paragraph 7.2, the Authorized Representative shall, within thirty (30) days of receipt of the request, schedule a meeting in an effort to resolve the request and render a decision on the request promptly thereafter or render a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting scheduled by the Authorized Representative shall be attended by Persons expressly and fully authorized to resolve the request on behalf of the Architect/Engineer. The Authorized Representative shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision.

7.5. Appeal to Commission. If the efforts of the Authorized Representative do not lead to resolution of the request within sixty (60) days of receipt of the request provided pursuant to Paragraph 7.2 the Architect/Engineer may appeal to the City's Commission by written notice to the Authorized Representative who shall provide the Architect/Engineer an opportunity to present the claim at the Commission's next meeting, the Architect/Engineer shall be provided the opportunity to present the claim at the next succeeding meeting of the Commission. The Commission shall render a decision on the request within thirty (30) days of the meeting unless a mutual agreement is made to extend the time for decision. The decision of the Commission shall be final and conclusive, subject to litigation in a court of competent jurisdiction.

7.6. Delegation. No provision of this Paragraph shall prevent the Authorized Representative or the Commission from delegating the duties or authorities of the Authorized Representative or the City to any other Person selected at the discretion of the Authorized Representative.

7.7. Performance. The Architect/Engineer shall proceed with the Architect/Engineer's performance of this Agreement during any dispute resolution process, unless otherwise agreed by the Architect/Engineer and the City in writing. The City shall continue to make payment, in accordance with this Agreement, of any amounts not in dispute pending final resolution of any dispute in accordance with this Paragraph.

ARTICLE 8. TERMINATION AND REMEDIES

8.1. Termination of Agreement

8.1.1. Means of Termination. This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement; provided, however, the Architect/Engineer shall not terminate this Agreement for non-payment if the City initiates the payment process by preparing, executing, and submitting a voucher for all reasonably undisputed amounts due to the Architect/Engineer within ten (10) days of receipt of the Architect/Engineer's written notice to terminate. This Agreement may be terminated by the City in whole or in part, without cause upon fifteen (15) days written notice to the Architect/Engineer. This Agreement may be terminated in whole or in part, at any time upon the mutual consent of the City and the Architect/Engineer.

8.1.2. Architect/Engineer's Remedies Upon Termination by City Without Cause or Upon Termination by Architect/Engineer. In the event of a termination which is not due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated for all Basic Services of a completed phase performed prior to the termination date in accordance with the percentages set forth in Subparagraph 5.4.1, together with Reimbursable Expenses incurred prior to the termination date. In such event, for services rendered prior to the termination date in an uncompleted Part and for Additional Services, the Architect/Engineer shall receive compensation based on the percentages of completion of that Part or those Additional Services, as applicable, and as reasonably determined by the City, together with Reimbursable Expenses incurred prior to the termination date.

8.1.3. Architect/Engineer's Remedies Upon Termination by City for Cause. In the event of a termination which is due to the failure of the Architect/Engineer to perform in accordance with the terms of this Agreement, the Architect/Engineer shall be compensated only for Basic Services performed and paid for prior to the termination date in accordance with the actual time at billing rates as set forth in 5.3.1., together with Additional Services completely performed prior to the termination date. In such event, the Architect/Engineer shall be reimbursed only for Reimbursable Expenses incurred prior to the date of the notice of termination, unless the City consents in writing to the payment of Reimbursable Expenses incurred after that date.

8.1.4. Architect/Engineer's Remedies Upon Termination by Mutual Consent. In the event of a termination upon the mutual consent of the City and the Architect/Engineer, any compensation for Basic Services or for Additional Services or payment of Reimbursable Expenses shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to such termination.

8.1.5. Post-Termination Matters. If the City and the Architect/Engineer agree that any services are to be performed for the Project by the Architect/Engineer after any termination date, the amount of any compensation and the method and terms of payment of such compensation or any Reimbursable Expenses related to such services shall be negotiated and set forth in an amendment to this Agreement in accordance with Subparagraph 9.5.2 prior to the commencement of such services. Such amendment and any relevant provisions of this Agreement shall survive termination of this Agreement.

8.2. Remedies

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing. Except as otherwise provided in this Agreement, no remedy conferred upon the Architect/Engineer by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Except as otherwise provided in this Agreement, each and every remedy of the Architect/Engineer shall be cumulative and shall be in addition to any other remedy given to the Architect/Engineer hereunder or now or hereafter existing.

8.2.2. Remedies Not Waived. No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the City or the Architect/Engineer hereunder shall impair any such right, power, or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power, or remedy may be exercised from time to time and as often as deemed expedient.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Ownership and Use of Documents

9.1.1. Property of City. Upon full compensation to Consultant as set forth herein, drawings and other documents prepared by, or with the cooperation of, the Architect/Engineer or any Consultant pursuant to this Agreement, including all copyrights, are the property of the City whether or not the Project for which they are prepared is commenced or completed. The Architect/Engineer or Consultant, as applicable, may retain copies, including reproducible copies of such drawings and other documents for information and reference. Such drawings or other documents may be used by the City or others employed by the City for reference in any completion, construction, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without compensation to the Architect/Engineer or Consultant. Such drawings or other documents shall not be used by the City, or be given or sold by the City to be used by others, on other projects except by agreement in writing and with agreed upon appropriate compensation to the Architect/Engineer or Consultant, as applicable. If an event occurs for which the Architect/Engineer or Consultant may be liable, the City shall notify the Architect/Engineer or Consultant of such event as soon as practical after such event and shall provide access to the Project to the Architect/Engineer or Consultant and their representatives. This Subparagraph shall survive termination of this Agreement.

9.1.2. Architect/Engineer's Intellectual Property. All inventions, patents, design patents, and computer programs acquired or developed by the Architect/Engineer in connection with or relation to the Project shall remain the property of the Architect/Engineer and shall be protected by the City from use by others except by agreement in writing with appropriate and agreed upon compensation to the Architect/Engineer.

9.2. Public Relations. Prior to completion of the Project, any public relations or publicity about the Project shall be solely within the control and with the consent of the City. The Architect/Engineer shall not use the City's name or seal, nor any adaptation thereof, for any advertising or trade purposes, including without limitation press releases, without the express written consent of the City.

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be

maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

9.4. Successors and Assigns. The City and the Architect/Engineer, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. The Architect/Engineer shall not assign, or transfer any right, title or interest in this Agreement without the prior written consent of the City.

9.5. Extent of Agreement

9.5.1. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Architect/Engineer and supersede all prior negotiations, representations or agreements, either written or oral.

9.5.2. Amendments. This Agreement may be amended only by an amendment prepared by the City and signed by both the Architect/Engineer and the City.

9.5.3. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

9.5.4. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections hereof.

9.5.5. Conditions to Validity. None of the rights, duties, and obligations contained in this Agreement shall be binding on any party until all legal requirements have been complied with.

9.6. Governing Law

9.6.1. Law of Ohio. This Agreement shall be governed by the law of the State of Ohio to the exclusion of the law of any other jurisdiction and the Erie County, Ohio Court of Common Pleas shall have jurisdiction over any action hereunder or related to the Project to the exclusion of any other forum.

9.6.2. Capitalized Terms. Capitalized terms in this Agreement shall have the same meaning as those in the Standard Conditions, unless otherwise defined herein or unless another meaning is indicated by the context.

9.7. Notices

9.7.1. Addresses. All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notice is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate address listed on the first page hereof.

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by

facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at (216) 606-1300. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

9.7.3. **Emergencies.** In the event of an emergency involving the Project, including, without limitation, a fatality, serious injury, fire, collapse, flood, utility or power loss to occupied facilities, explosion, or environmental damage, the Architect/Engineer shall immediately notify the City by telephone.

9.7.4. **Change of Address.** The City or the Architect/Engineer may, by notice given hereunder, designate any further or different addresses telephone numbers or facsimile numbers to which subsequent notices, certificates, requests, or communications shall be sent.

9.8. **Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

9.9. **Independent Contractor.** The Architect/Engineer and any Consultant is an independent contractor with respect to any services performed hereunder. Neither the Architect/Engineer, nor any Consultant, shall be deemed to be servants, employees, or agents of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Brown and Caldwell

By: _____

By: _____

CITY OF SANDUSKY, OHIO

By: _____
Eric L. Wobser
City Manager

CERTIFICATE OF FUNDS

In the matter of: **Wastewater Treatment Plant Ferric Tanks Project**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky, Ohio under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC)

Dated: _____, 2018

CITY OF SANDUSKY, OHIO

By: _____
Hank Solowiej, CPA
Finance Director

Account Number

Not to Exceed Amount

**City of Sandusky, WWTP
Proposal for Ferrous Chloride System Rehabilitation**

Project Understanding

The current NPDES permit for the City of Sandusky, WWTP Outfall 2PF00001001 requires that the City achieves monthly and weekly average total phosphorus (TP) effluent discharges of 1.0 and 1.5 mg P/L, respectively. Ferrous Chloride (FeCl_2) is used to control phosphorus through chemical precipitation and is further used to control odors.

FeCl_2 is stored in one 6,500 HDPE outdoor chemical tank located north of an existing skimmings control building. Chemical is fed to the grit tanks to the west using a Watson Marlow positive displacement chemical metering pump at a rate of approximately 700 gallons per day (gpd). Piping is also routed underground to the existing Aeration Building basement where two existing steel chemical tanks have been abandoned in place due to failure. Similarly, three chemical metering pumps may be used to feed FeCl_2 to each of the Aeration Tanks. Typically, FeCl_2 is fed by gravity to this location.

Project Scope of Work

Based on discussion with the Plant Superintendent Mr. Jeff Meinert and Project Engineer Mr. Jeffrey Keefe, it is understood that the following improvements are desired to be designed:

1. Replace the 6,500-gallon existing outdoor chemical tank with a 13,000-gallon tank. Provide a new 13,000-gallon tank as a redundant unit. Chemical tanks shall be assumed to be double-wall or lined tanks HDPE to eliminate the need for construction of secondary containment.
2. Confirm foundation is adequate. BC has assumed that tank can be supported by mass concrete, i.e. no deep foundation is necessary and the City of Sandusky will provide the prior geotechnical reports which are assumed to provide sufficient information to validate the mass concrete design approach.
3. Replace existing chemical feed pump in skimmings control building for feed to grit tanks.
4. Replace existing chemical feed pumps in Aeration Building.
5. Provide new buried piping from chemical tanks to Aeration Building. It is assumed that double containment of buried piping is not required to match existing though multiple pipes will be provided to mitigate risk of clogs.
6. Provide instrumentation to monitor tank level.
7. Tank fill and isolation are to be a manual operation.
8. Design the chemical feed system for three modes of operation
 - a. Feed chemical to grit tanks only
 - b. Feed chemical to aeration tanks only
 - c. Feed chemical to both grit tanks and aeration tanks with a manual flow setpoint control (i.e. not flow paced to plant influent flow or soluble phosphorus).
9. New analytical instrumentation, i.e. phosphorus analyzer equipment is not required.
10. Provide a new local control panel for unloading and chemical feed monitoring at or near the scum building. It is assumed that the scum building process connections have abandoned

such that it does not fall under an NFPA 820 designation as a classified space and only the grit tanks and primary clarifier classified envelope must be considered.

11. Provide a new emergency eyewash/shower unit in proximity to the primary sludge control building and chemical unloading area. Tempered water is assumed to be available from the existing primary sludge control building.

BC will coordinate, monitor, and control the project to meet the technical, communication, and contractual objectives defined for this project. Activities include the following tasks:

Phase 1 – Design

- 1) Attend an initial project meeting with WWTP staff to clarify the desired outcomes.
- 2) Conduct two site visits to:
 - a) Provide a final assessment of existing equipment size
 - b) Confirm scope of equipment and infrastructure to be replaced or modified, agree upon selected potential manufacturers and coordinate layout with O&M staff access preferences.
 - c) Review 50% design
- 3) Review 2-years of existing FeCl_2 to confirm feed rate. Assemble existing record drawings provided by City and prepare for design.
- 4) Prepare and submit 50% design submittal that serves as a basis of design and review submittal which will include:
 - Scope of demolition
 - Feed pump and metering, dose range, instrumentation design criteria
 - Chemical feed schematic diagram
 - Overall plan
 - Process control description
- 5) Provide instrumentation and control of the chemical feed system as follows:
 - Local Manual
 - Remotely monitor pump flow rate and tank level with data available through SCADA.
- 6) Provide plans for the removal of the one outdoor chemical storage tank and associated piping, and appurtenances and replacement of chemical feed piping and valves.
- 7) Provide 100% design submittal for review including:
 - a) Design plans, Opinion of Probable Construction Cost and Opinion of Probable Construction Schedule. Specifications will be noted on drawings when feasible.
 - b) Conduct a quality-control review of the work products and check each product prior to submittal.

Proposal Scope and Fee Assumptions

- 1) City WWTP data will be provided at no cost to the project and BC will rely upon the accuracy of the data without independent verification
- 2) City will provide record drawings of work at existing facilities
- 3) Equipment may be specified by notes on drawings rather than detailed specifications if reasonably feasible
- 4) Project does not require building code assessment, safety improvements, nor is to be brought up to code

- 5) A new PLC is not to be provided. Logic is to be through hard wire controls.
- 6) It is assumed that no Spill Prevention and Pollution Control Plan modifications are required.

Schedule

BC anticipates that the evaluations can be completed within the following timeframe:

- Phase 1: 10 weeks from NTP

Schedule of Fee and Charges

The proposed Phase 1 work scope will be performed for a Lump Sum Fee of \$34,700.

Draft Drawing List

Sheet Number	Drawing Title
1	COVER SHEET / LIST OF DRAWINGS
2	NOTES AND SYMBOLS
3	EQUIPMENT TAG ABBREVIATIONS / DETAILS
4	EQUIPMENT SCHEDULES
5	SOUTHWEST QUADRANT RENOVATIONS
6	YARD PIPING PLAN
7	PHOTOS / MODIFICATION WORK
8	NEW TANKS AND PUMP PLAN (INSIDE ABANDONED PRIMARY SCUM BUILDING)
9	NEW TANKS AND PUMP SECTIONS (INSIDE ABANDONED PRIMARY SCUM BUILDING)
10	STRUCTURAL FOUNDATION FOR TANKS
11	AERATION BUILDING BASEMENT MODIFICATIONS
12	CHEMICAL PID MODIFICATION - AT PRIMARY SCUM BUILDNG / UNLOADING
13	SLUDGE AND SCUM BUILDING ELECTRICAL MODIFICATION
14	CHEMICAL FEED PID MODIFICATION - AT AERATION TANKS
15	FILL STATION AND EXISTING NETWORK SCADA CABINET MODIFICATIONS

Phase 2 – Bidding, Construction Administration and Close Out

- 1) If requested, review approximately seven submittals including:
 - Tank
 - Piping material, valves, supports and layout
 - Ferrous chloride pump equipment
 - Level sensors, IO card, cable, instrumentation
 - Power and control wiring and layout
 - Equipment O&M (1) – FeCl₂ equipment
 - Loop drawings and ISA data sheets
- 2) Provide responses to two RFIs
- 3) It is assumed programming is performed by the Contractor.
- 4) Punchlist walkthrough

Schedule

BC anticipates that the evaluations can be completed within the following timeframe:

- Phase 2: Contingent upon Contractor schedule, assumed to be complete in 28 to 32 weeks after award, contingent upon equipment delivery.

Schedule of Fee and Charges

The proposed Phase 2 work scope will be performed on a Time and Materials basis using the following labor rate rates:

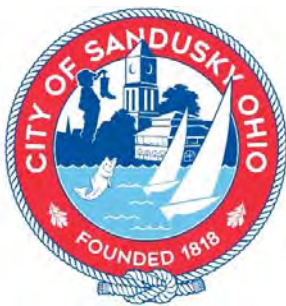
Project Manager: \$261.00/hour

Senior Engineer: \$174.00/hour

Project Engineer: \$116.00/hour

Electrical/I&C Engineer: \$157.00/hour

Engineer: \$87.00/hour



COMMUNITY DEVELOPMENT

Matthew D. Lasko
Chief Development Officer
mlasko@ci.sandusky.oh.us

222 Meigs Street
Sandusky, Ohio 44870
419-627-5707
www.ci.sandusky.oh.us

To: Eric L. Wobser, City Manager
From: Matt Lasko, Chief Development Officer
Date: November 19, 2018
Subject: Commission Agenda Item – Permission to Bid

Items for Consideration: Legislation allowing the City to bid the City Hall Signage & Wayfinding Project – Interior Signage for the fabrication and installation of interior signage for the City's new administrative offices.

Background Information: As part of the Lease Agreement between the City and SandCity, LLC related to the relocation of City Administrative offices to the corner of Columbus Avenue and E. Washington Row – certain expenses related to the project remained the financial and logistical responsibility of the City. These items include namely, data, information technology and security systems, exterior and interior wayfinding signage, any new furniture purchases and moving services. These listed items are all in the process of being investigated and negotiated and each will return to the City Commission for review and consideration.

In June of 2018, the City entered into contract with RLR Associates, Inc. ("RLR") out of Indianapolis, Indiana to complete design intent documents and a messaging schedule and location map for the both exterior building signage and interior wayfinding signage. The City decided to bid the exterior signage and interior wayfinding signage separately, leading with the exterior signage, since the third party review time for exterior signage is greater due to multiple agencies needing to review and approve final design and material selections.

RLR is now complete with their interior signage design intent documents, messaging schedule and location map. The City now desires permission to bid the fabrication and installation of the interior sign package.

Budgetary Information: The total cost estimate for this project, including advertising, contingency and miscellaneous costs is \$20,000.00. After receipt and review of bids, staff will present to City Commission in the future with a recommendation to enter into contract with the firm that provided the lowest and best bid for interior signage fabrication and installation. The project will be expensed from the Capital Projects Fund.

Action Requested: It is requested that the proposed bidding for the City Hall Signage & Wayfinding Project – Interior Signage for the fabrication and installation of interior signage for the City's new administrative offices be approved and that the necessary legislation be passed

under suspension of the rules and in accordance with Section 14 of the City Charter in order to ensure completion of the interior signage prior to the City's occupancy of the facility in 2019.

I concur with this recommendation:

Eric L. Wobser
City Manager

Matthew D. Lasko, MUPDD, MSSA
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission
Trevor Hayberger, Acting Law Director
Hank Solowiej, Finance Director
Stuart Hamilton, IT Director



City of
SANDUSKY, Ohio

Sandusky, Ohio City Hall Wayfinding & Signage

Interior Signage
Bid Documents

16 October 2018



RLR ASSOCIATES INC
1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300 www.rlr.biz

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Terminology

Braille is to be Grade II Braille positioned below the corresponding text, with a minimum of 3/8" surrounding clear space on all sides as shown in diagram (comply with 2010 ADA Standards for Accessible Design).

Contrast is the differential between foreground lettering on a sign and the background panel.

Design Intent Document is the general term referring to this document, including drawings that show only the size, profile, and basic relationship of parts, but no specific details of material or construction. Usually, these drawings are provided as bid documents from which the selected fabricator develops shop drawings and/or prototypes to define and confirm specific details.

Fabricated Letter is a dimensional letter that is usually fabricated from thin metal, joined, and soldered to appear solid.

First Surface refers to the first (front) plane of any material.

Letterspacing is the addition of space between individual characters or numerals. Also called tracking.

Line Spacing is typographic term used to describe distance from letter baseline to letter baseline in blocks of text. Also called leading.

Location Plan is a plan that identifies the intended vicinity for installation of a sign. All locations will be verified in the field by the sign contractor.

LRV stands for Light Reflectance Value. The LRV is the amount of light reflected by a given color when illuminated by a light source. LRV is used to determine contrast.

Message is the specific wording and/or symbols which will appear on a specific sign.

Message Schedule refers to the separate corresponding document which identifies the specific messaging for every sign in the project in spreadsheet format.

Monument Sign refers to a freestanding sign sitting directly on the ground or mounted on a low base. Usually identifies facility, building, or entrance.

Pantone Matching System® (PMS) is a standardized series of thousands of colors, each with specific color formulations as identification number. PMS colors are duplicated in swatch books and in computer-graphics programs to allow exact duplication of colors in color printing and other marking or painting processes, such as signmaking.

Placement refers to the specific mounting conditions for a given sign.

Push-Through is a letter or graphic which is cut out, then pushed through a corresponding space that has been removed from the sign substrate. The push-through is typically a different color and/or material than the rest of the sign. Typically used with an opaque sign cabinet and internal lighting. "Push-thru letters" are most often translucent acrylic letters that are pushed through a sign face panel to be flush or over-flush with the front surface of the sign face.

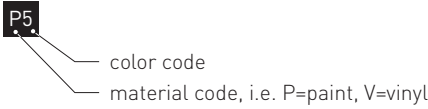
Raceway is a metal structure enclosing the electric components of a sign, exclusive of the transformer.

Second Surface refers to the second (back) plane of a transparent or translucent material upon which a sign may be located.

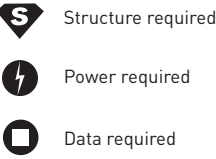
Sign Type refers to a specific messaging device of the same size, materials, placement, and attachment which also share a same cost.

Document Conventions

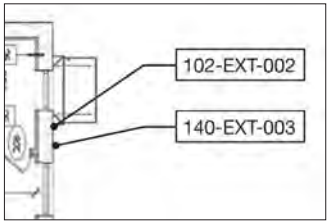
Finish Tags are used in Design Intent Drawings to specify color and material for each sign type.



Infrastructure Tags are used to identify sign types which may require additional coordination with other contractors or specialties.

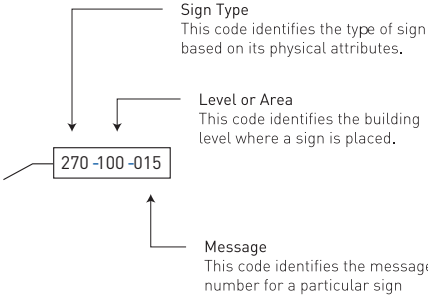


Sign Tags are used in Location Plans to indicate general sign location for all messaging devices proposed for the project.



location plan sample

Each sign tag has a unique identifier with the following parts:



BRAILLE AND TACTILE LETTER

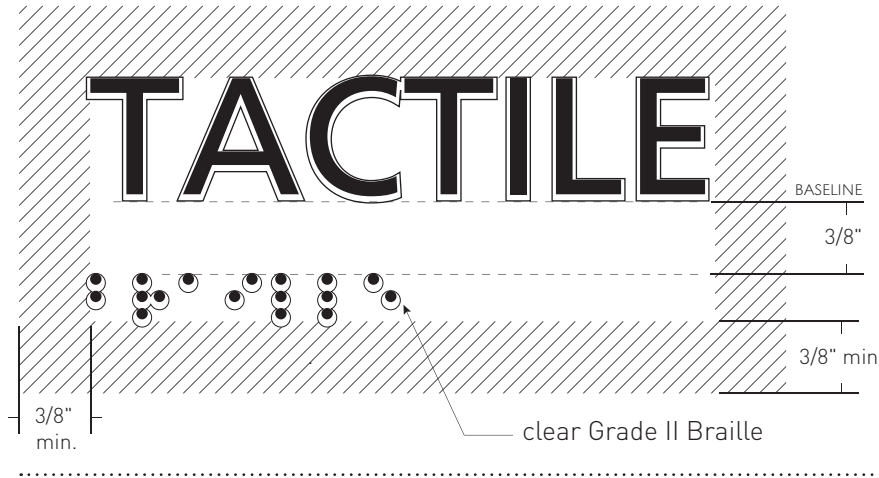


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SPECIFICATIONS

Materials and Finishes

Typography

Symbols

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INTERIOR SIGNAGE DESIGN DRAWINGS

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Sign Type 220	Pictogram ID	220.0-220.1
Sign Type 222	Room ID	222.0
Sign Type 224	Door Frame Tags	224.0
Sign Type 230	Building Directory	230.0-230.1
Sign Type 232	Floor Directory	232.0-232.1
Sign Type 234	Overhead Directional	234.0-234.1
Sign Type 240	Interior Vinyl Door Regulatory	240.0
Sign Type 260	Stair Fire Code Sign	260.0-260.1
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LOCATION PLANS

Location Plans - First Floor	LP 002
Location Plans - Second Floor	LP 003
Location Plans - Third Floor	LP 004
Location Plans - Fourth Floor	LP 005



RLR ASSOCIATES INC
1302 North Illinois Street
Indianapolis, Indiana 46202
Tel 317.632.1300
www.rlr.biz

Project Description
Sandusky City Hall
Wayfinding & Signage
Interior

RLR Project Number
SDKY-001

Phase
Bid Documents

Date Issued
16 October 2018

Revisions

General Note

Contractor shall provide all fabrication, specification, and installation details for review and approval. Contractor to field verify all dimensions and check for obstructions. Drawings express design intent only and should not be used as shop drawings. **All type as shown is for concept only. Please refer to sign message schedule for actual message.**

Sheet Title
Table of Contents

Sheet Number

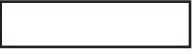


TOC



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MATERIALS AND FINISHES



PAINTS		NAME	SPECIFICATION	LRV
P1		Black Magic	Sherwin Williams 6991	3
P2		White	Similar to Benjamin Moore Ready-Mix Super White	-
P3		Metallic	Matthews Paint MP18076 or equivalent	-
P4		Peppercorn	Sherwin Williams 7674	10
P5		Undercool	Sherwin Williams 6957	49
P6		Honorable Blue	Sherwin Williams 6811	49

VINYL		NAME	SPECIFICATION
V1		White	Avery HP 700-105-0 Matte White
V2		Black	Avery HP 700-105-0 Matte Black
V3		Red	3M Scotchal Light Red 50-44

ACRYLIC		NAME	SPECIFICATION
A0		Clear Acrylic	-
A1		White Acrylic	-



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Sheet Title
**Materials &
Finishes**

Sheet Number

11

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TYPOGRAPHY

SANDUSKY CITY HALL

Futura Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789



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Sheet Title
Typography

Sheet Number

III

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Futura Book

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

SANDUSKY CITY HALL

Futura Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789



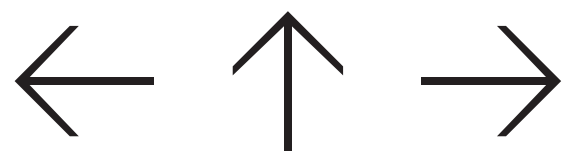
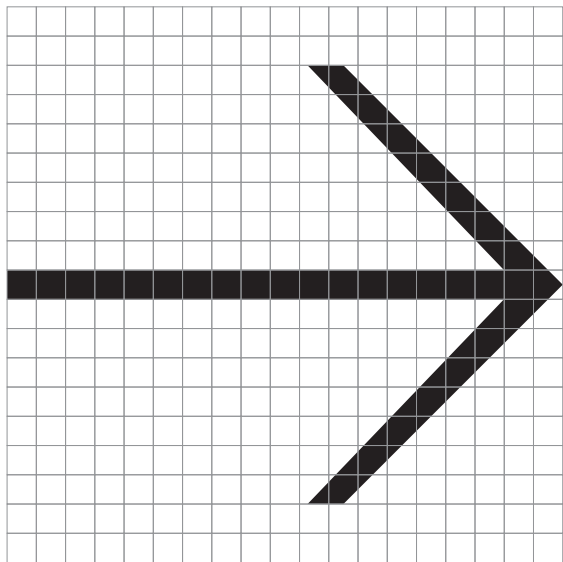
SYMBOLS



SEAL

Sandusky Official Seal
(provided by Owner)

ARROW

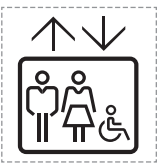


LFT AHD RHT

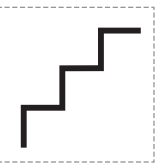


AHL AHR

PICTOGRAMS



ELEV
Elevator



STR
Stair



EXT
Stair Exit Star



WOM
Women's
Restroom



MEN
Men's
Restroom



RES
Restroom



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Sheet Title
Symbols

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Sheet Number
IV

CUSTOMER ACCOUNTING

A/ FINISH

scale: 1 1/2"=1'-0"

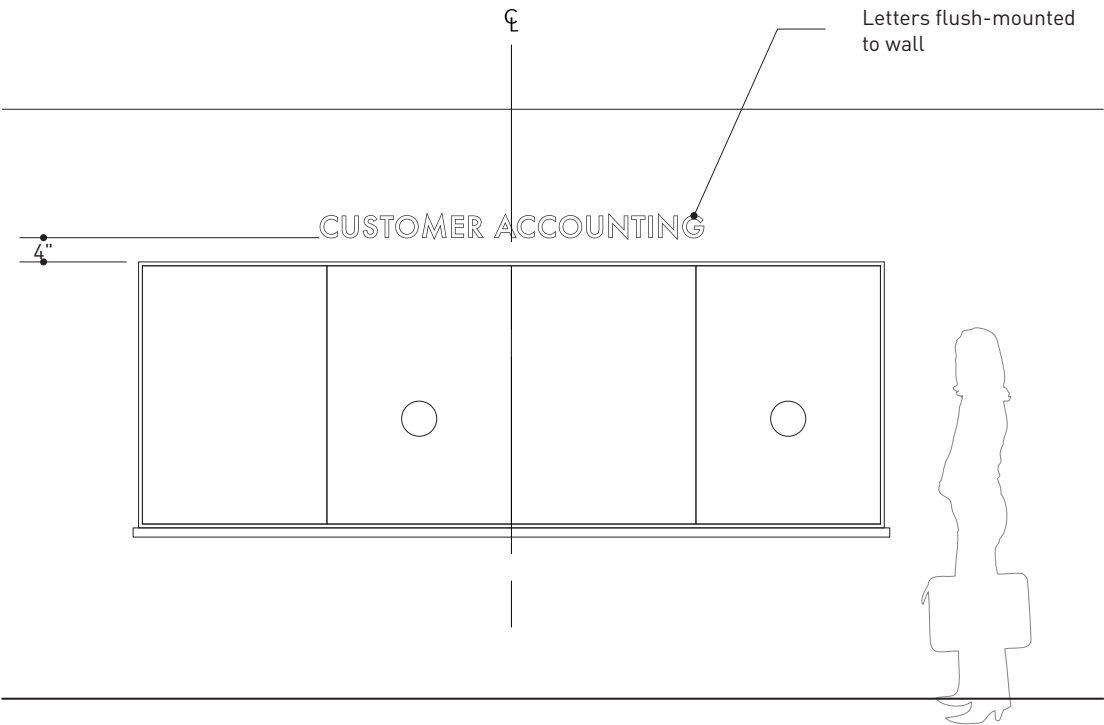
CUSTOMER ACCOUNTING

B/ GRAPHICS

scale: 1 1/2"=1'-0"

P4

4" Futura Medium,
acrylic dimensional letter



C/ PLACEMENT

not to scale

NOTE

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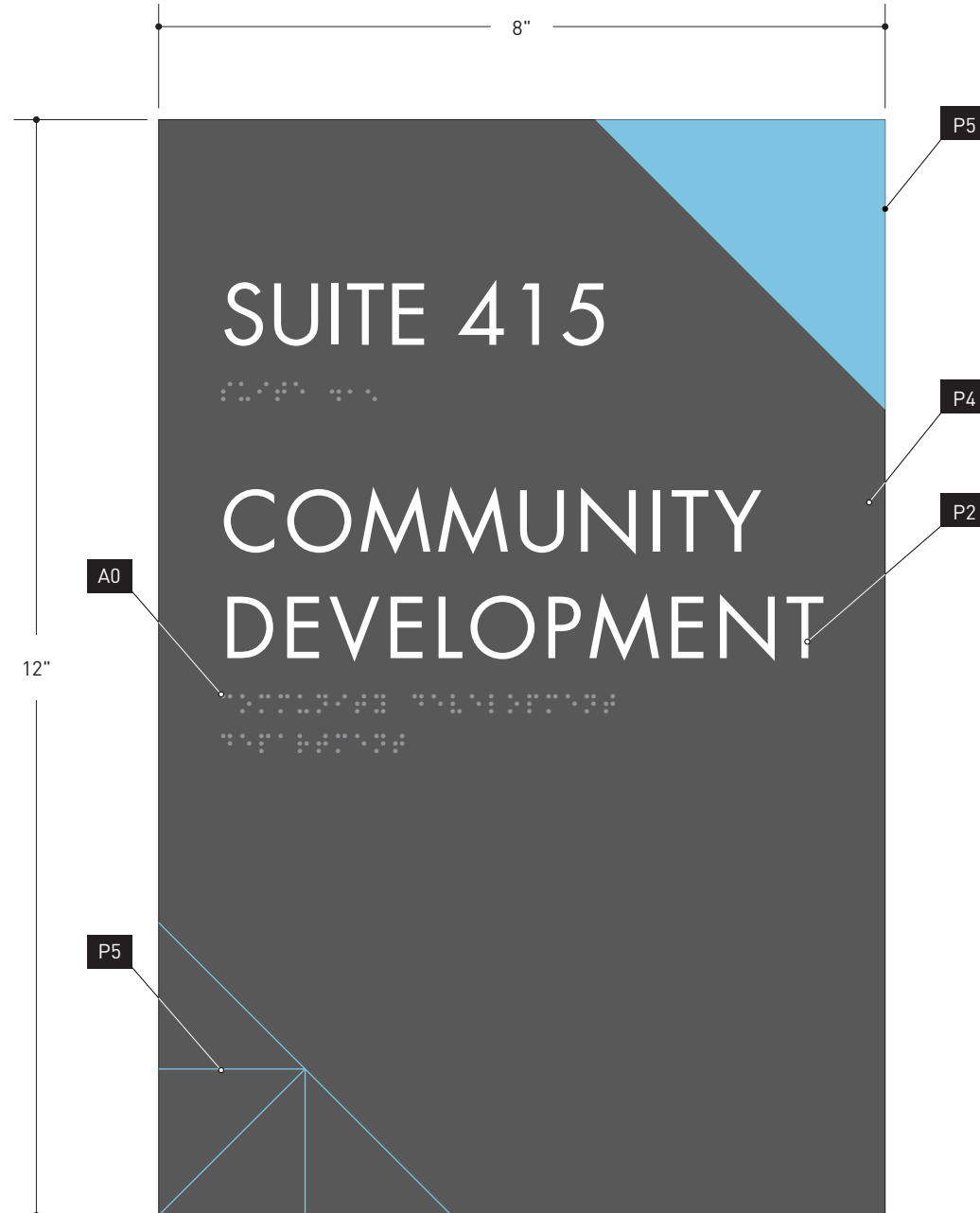
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Sheet Title
**Sign Type 200
Area ID**

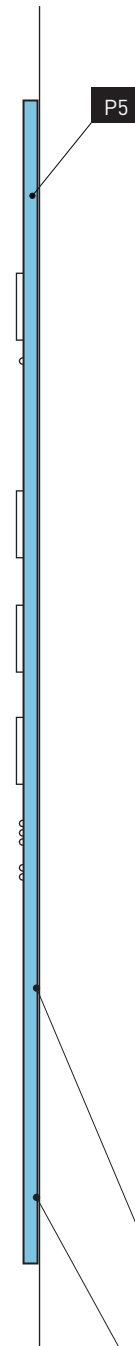
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Sheet Number
AG 200.0



A/ FINISH

half scale



B/ SIDE

half scale



C/ GRAPHICS

half scale

NOTE

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2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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3/4" Futura Book
tactile letter (typ.)

Grade II Braille (typ.)

1/8" acrylic
panel

Sign edge to be
painted on all
sides

1/8" rule

General Note

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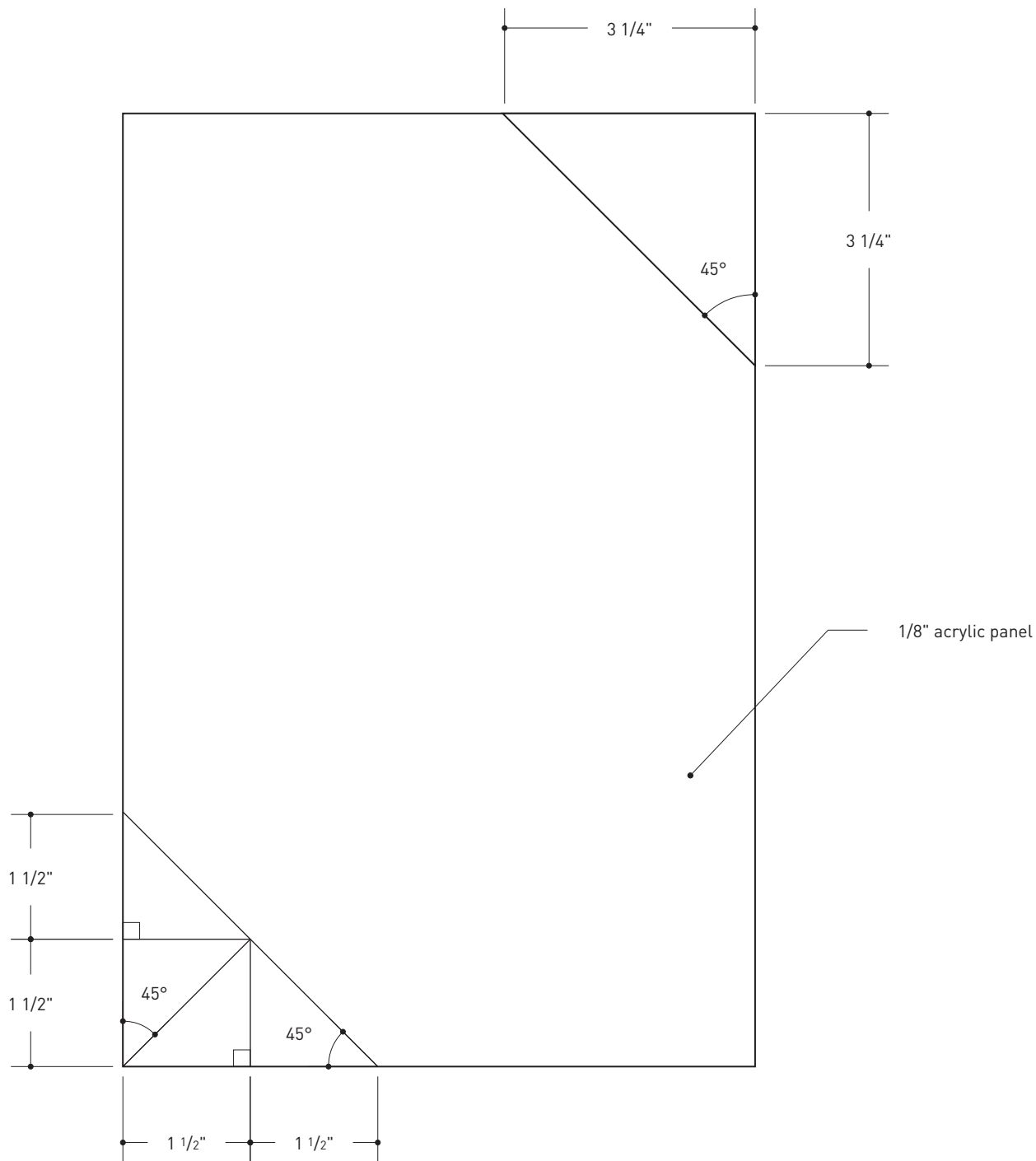
Sheet Title

Sign Type 210
Suite/Department
ID

Sheet Number

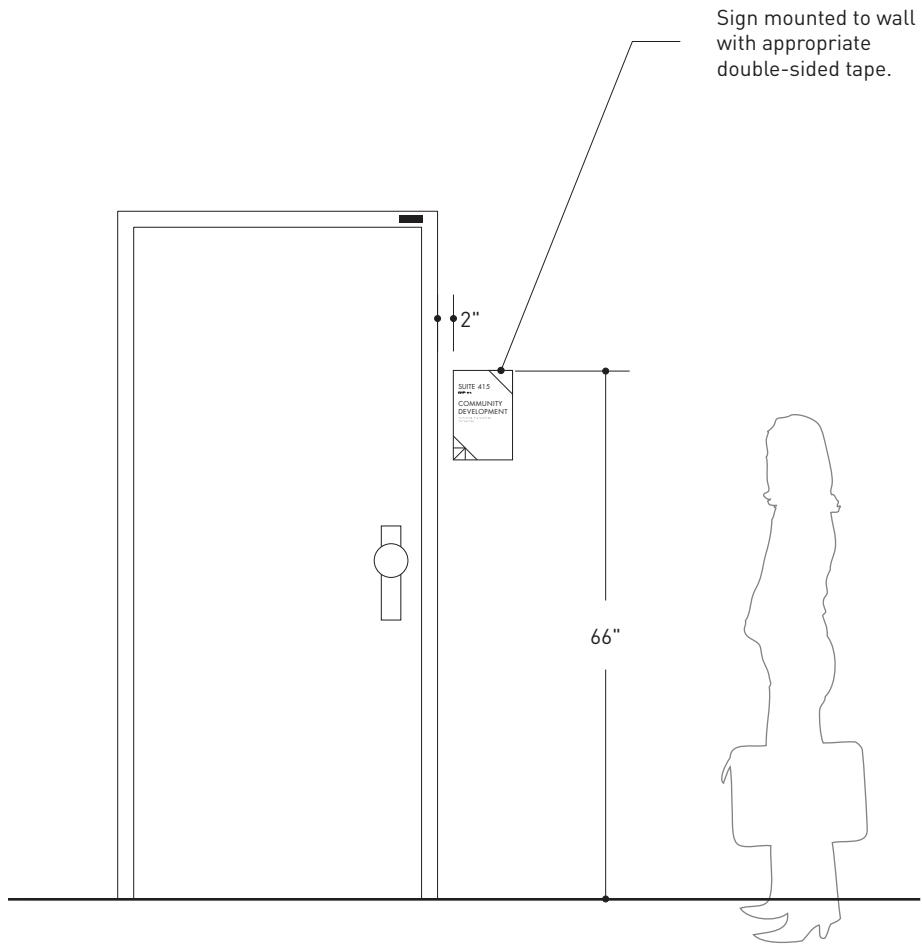
AG 210.0

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D/ GRAPHICS DETAIL

half scale



E/ PLACEMENT

not to scale

NOTE

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2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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Sheet Title
**Sign Type 210
Suite/Department
ID**

Sheet Number
AG 210.1

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NOTE

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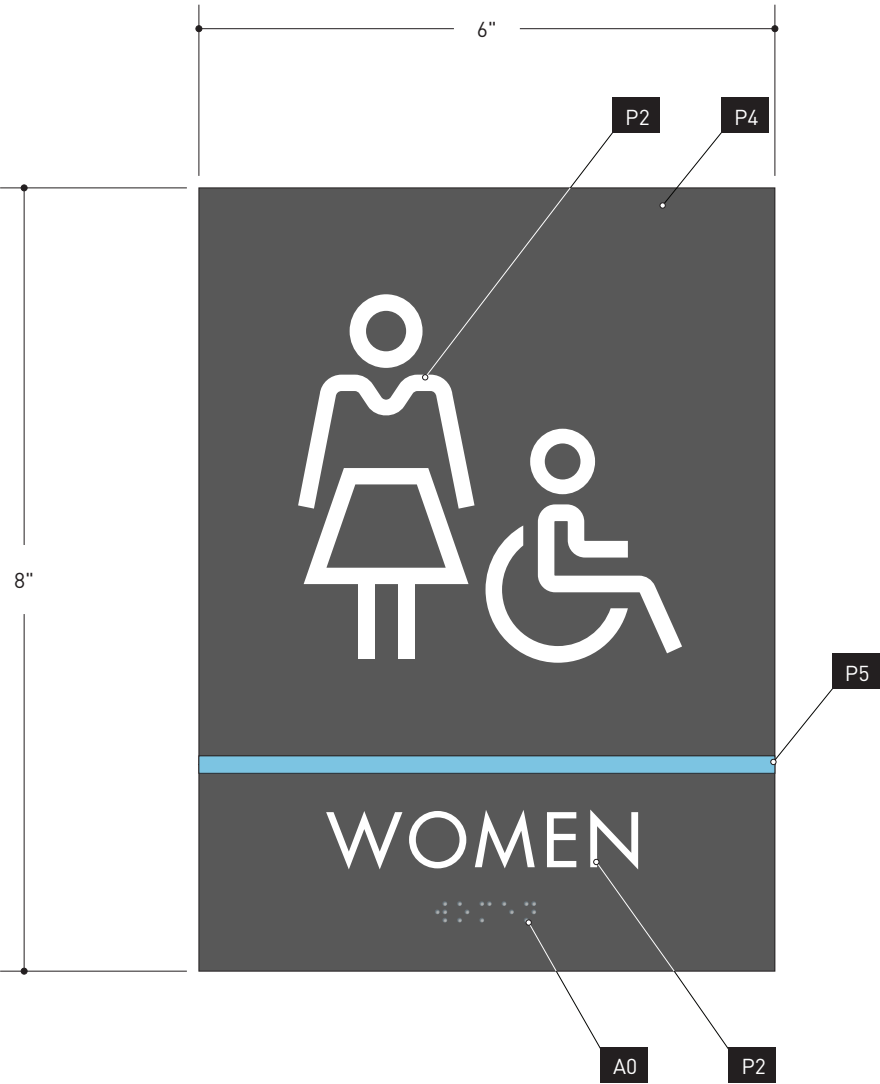
General Note

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Sheet Title
**Sign Type 220
Pictogram ID**

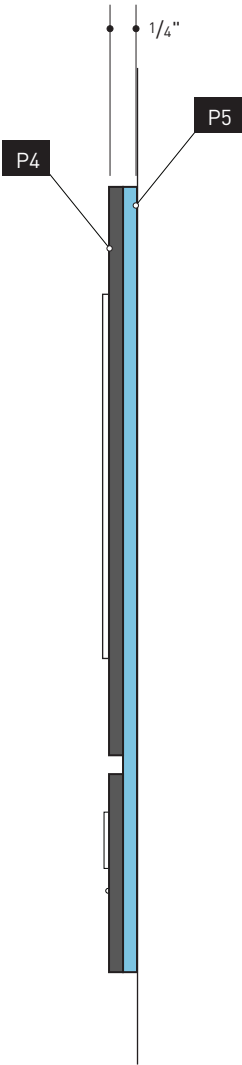
Sheet Number
AG 220.0

**FOR BID ONLY
NOT FOR CONSTRUCTION**



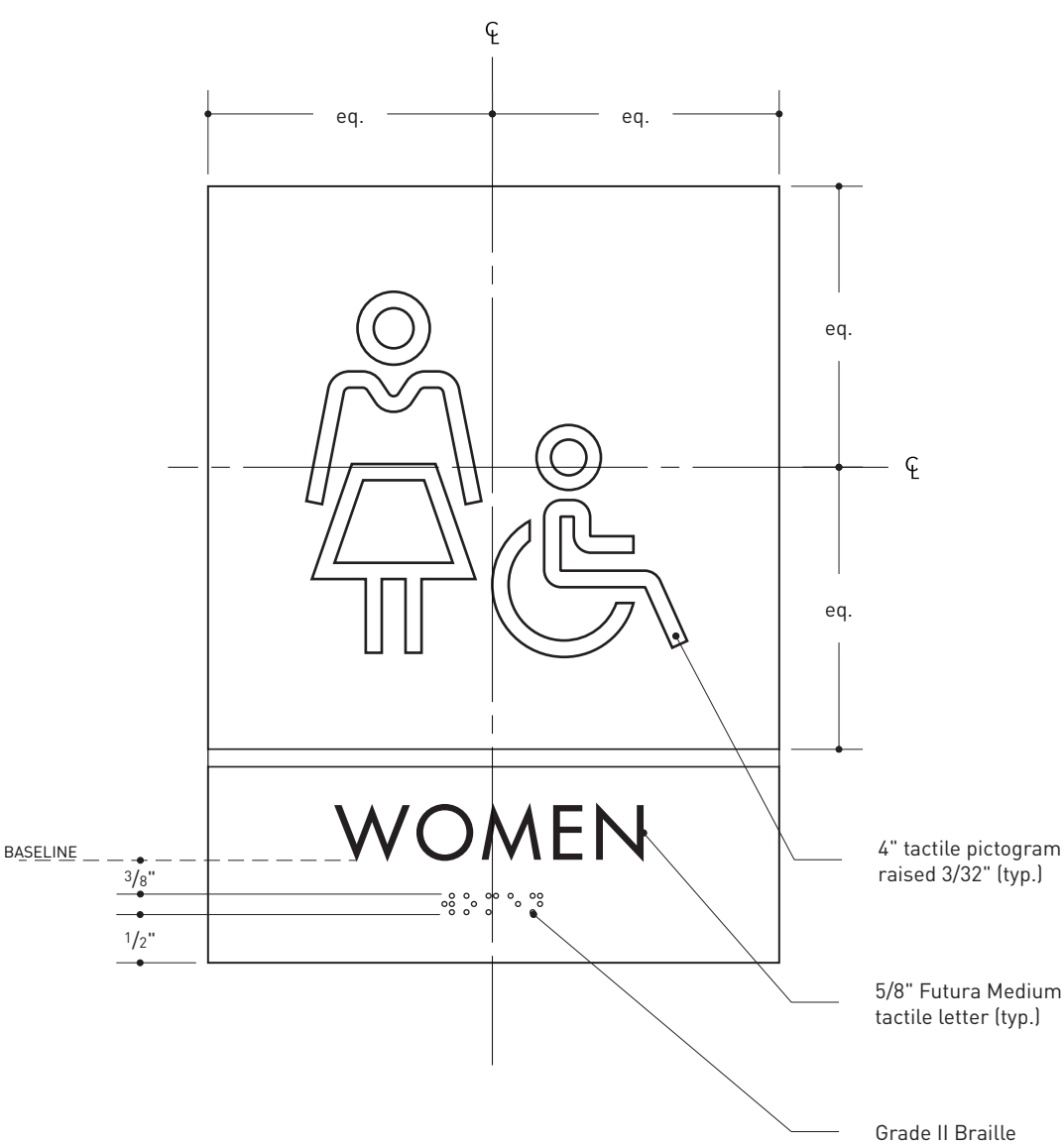
A/ FINISH

half scale



B/ SIDE

half scale



C/ GRAPHICS

half scale



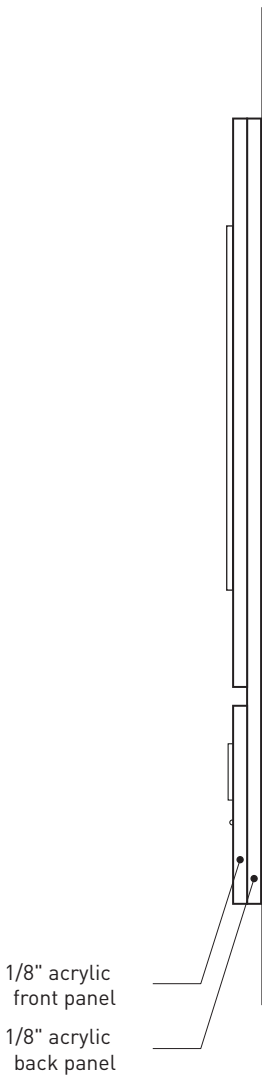
NOTE

All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.



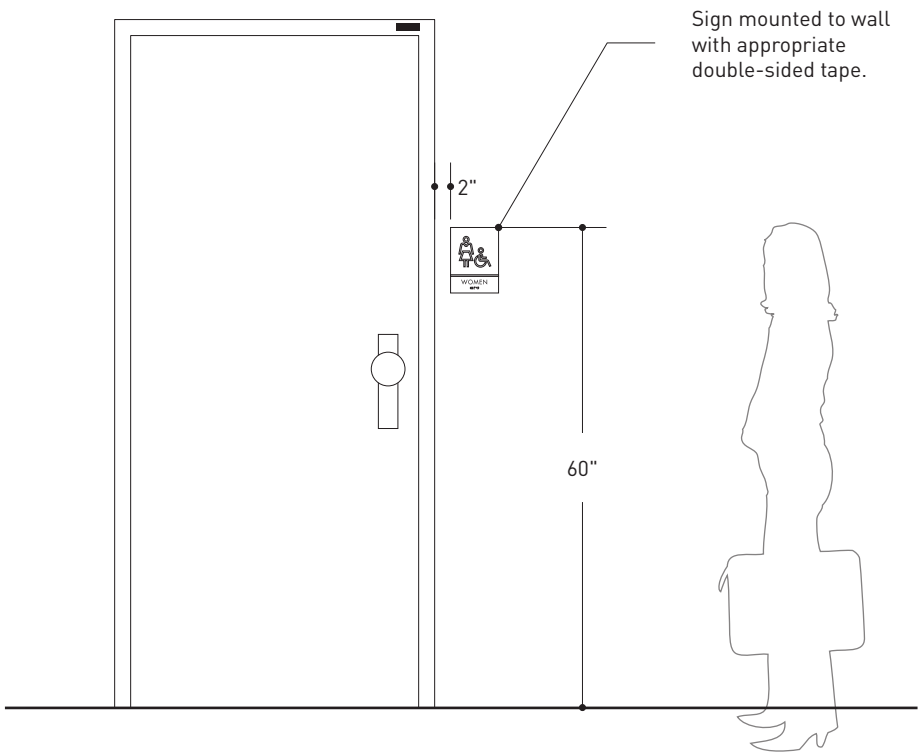
D/ FRONT STRUCTURE

half scale



E/ SIDE STRUCTURE

half scale



F/ PLACEMENT

not to scale



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Sheet Title
Sign Type 220
Pictogram ID

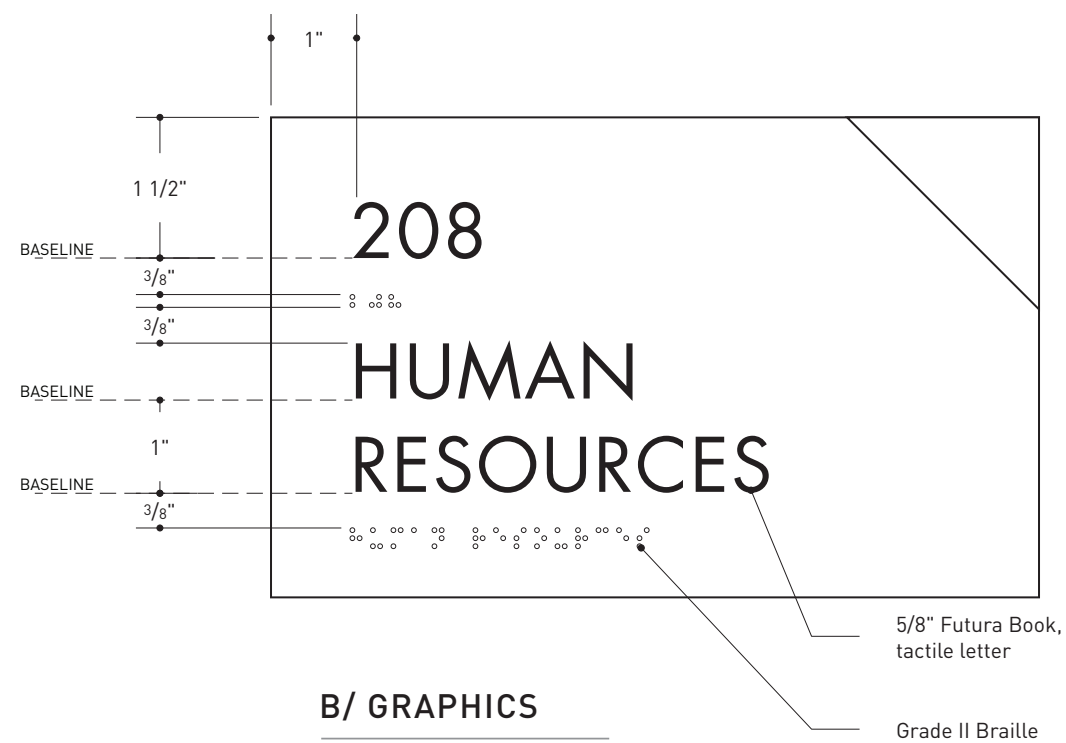
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Sheet Number
AG 220.1



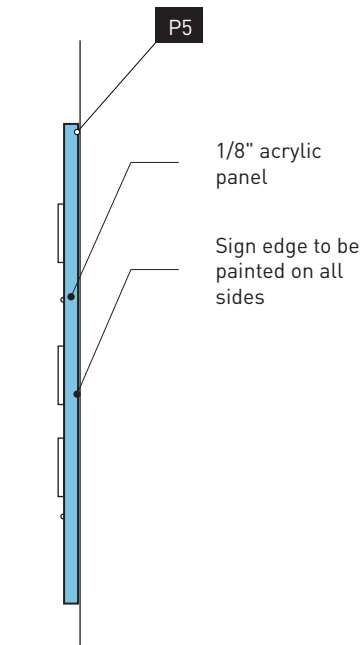
A/ FINISH

half scale



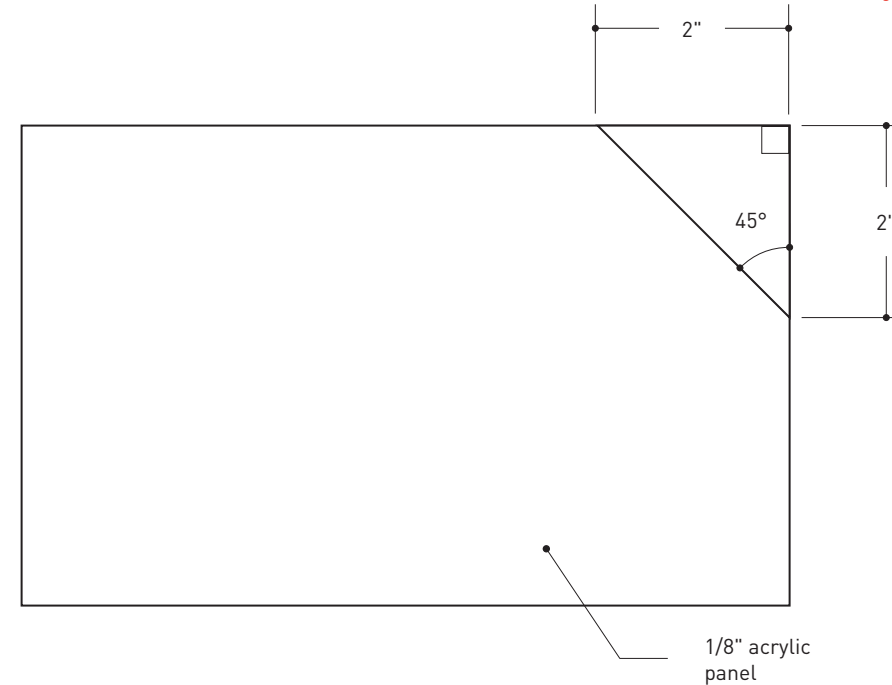
B/ GRAPHICS

half scale



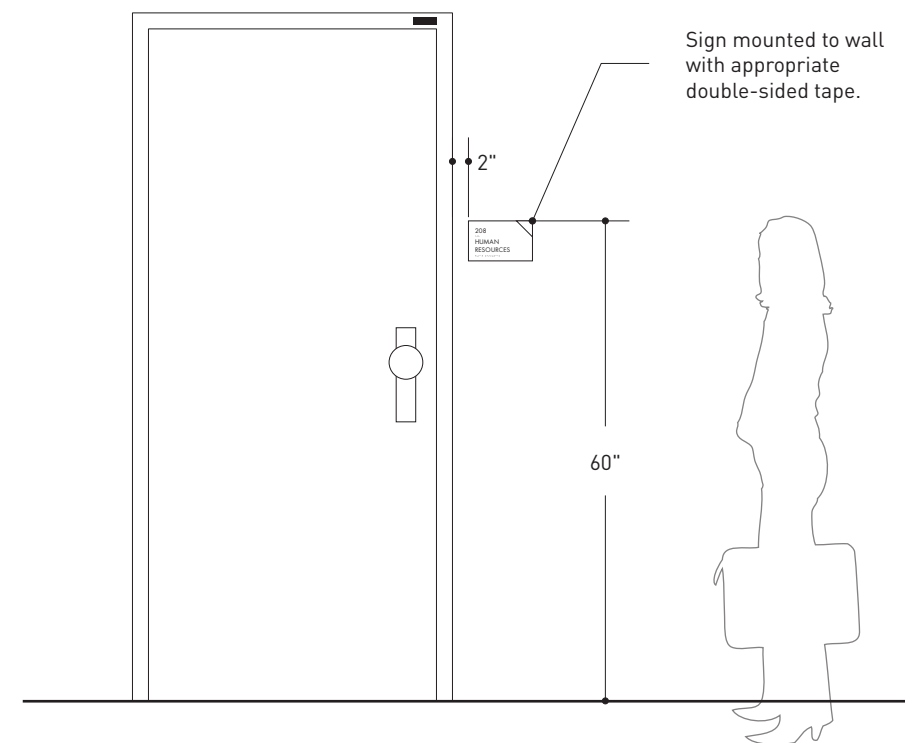
C/ SIDE

half scale



D/ GRAPHICS DETAIL

half scale



E/ PLACEMENT

not to scale

NOTE

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Sheet Title
Sign Type 222
Room ID

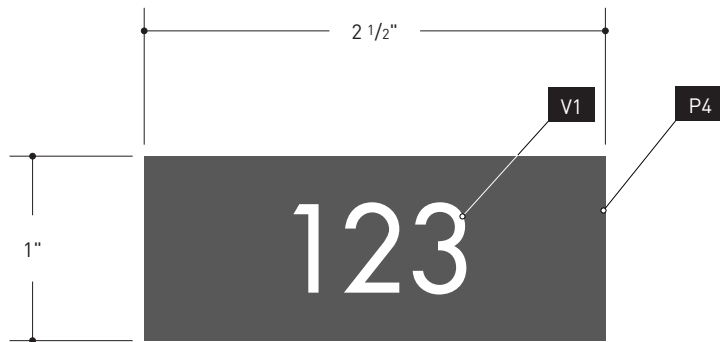
Sheet Number
AG 222.0

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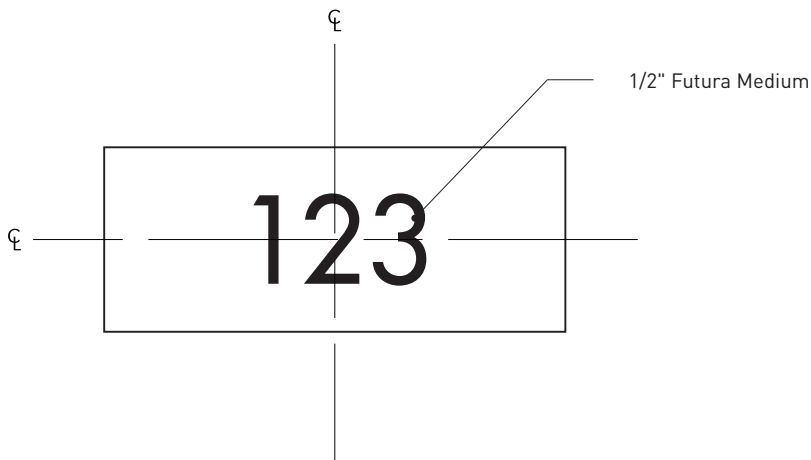
NOTE

- 1. All type as shown is representational and is shown for placement only.
- 2. Sign messaging and locations by Owner.



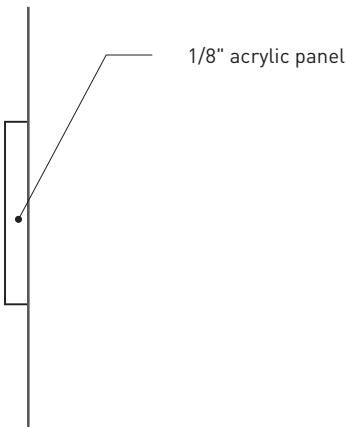
A/ FINISH

full scale



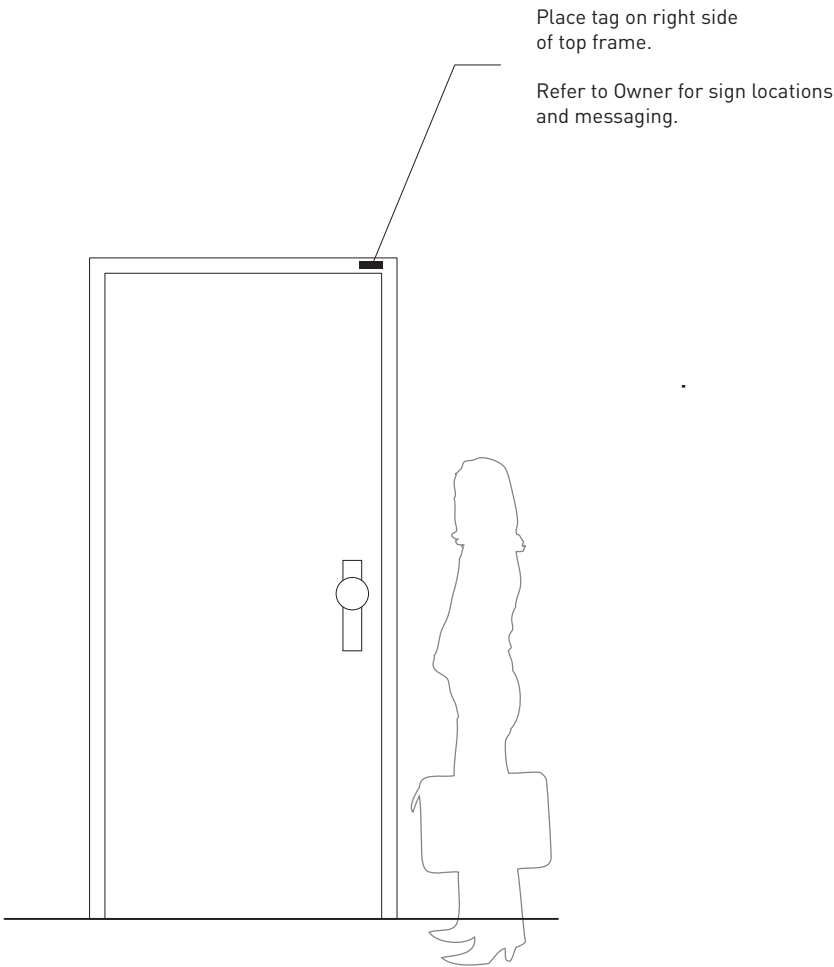
B/ GRAPHICS

full scale



C/ SIDE

full scale



D/ PLACEMENT

not to scale



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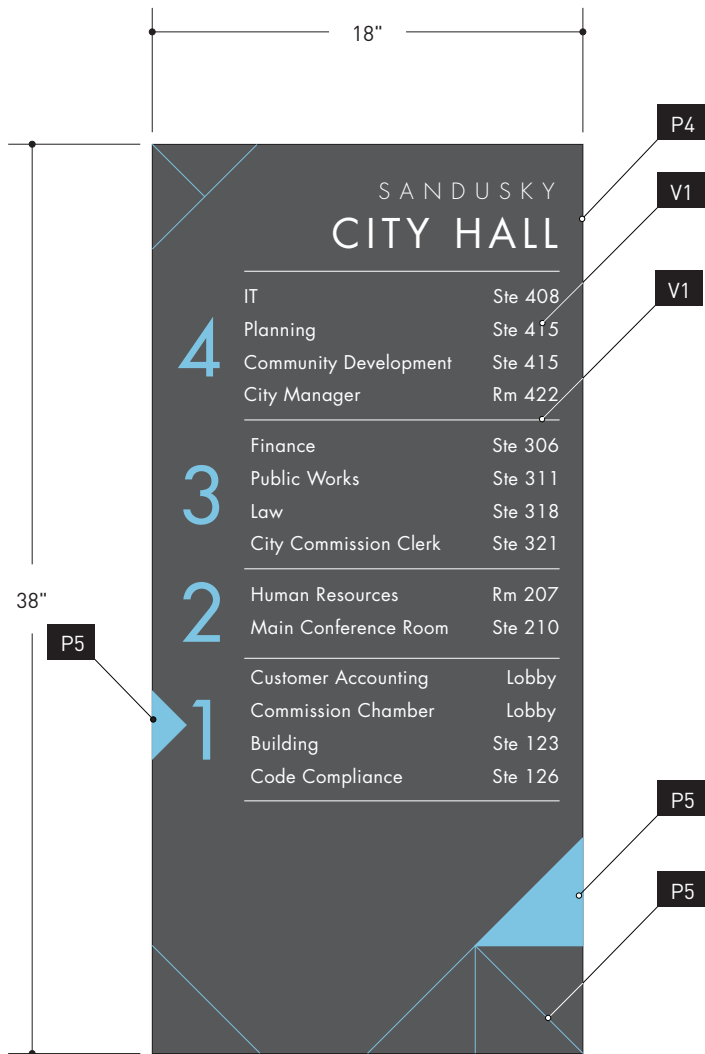
Sheet Title

Sign Type 224
Door Frame Tags

Sheet Number

AG 224.0

FOR BID ONLY
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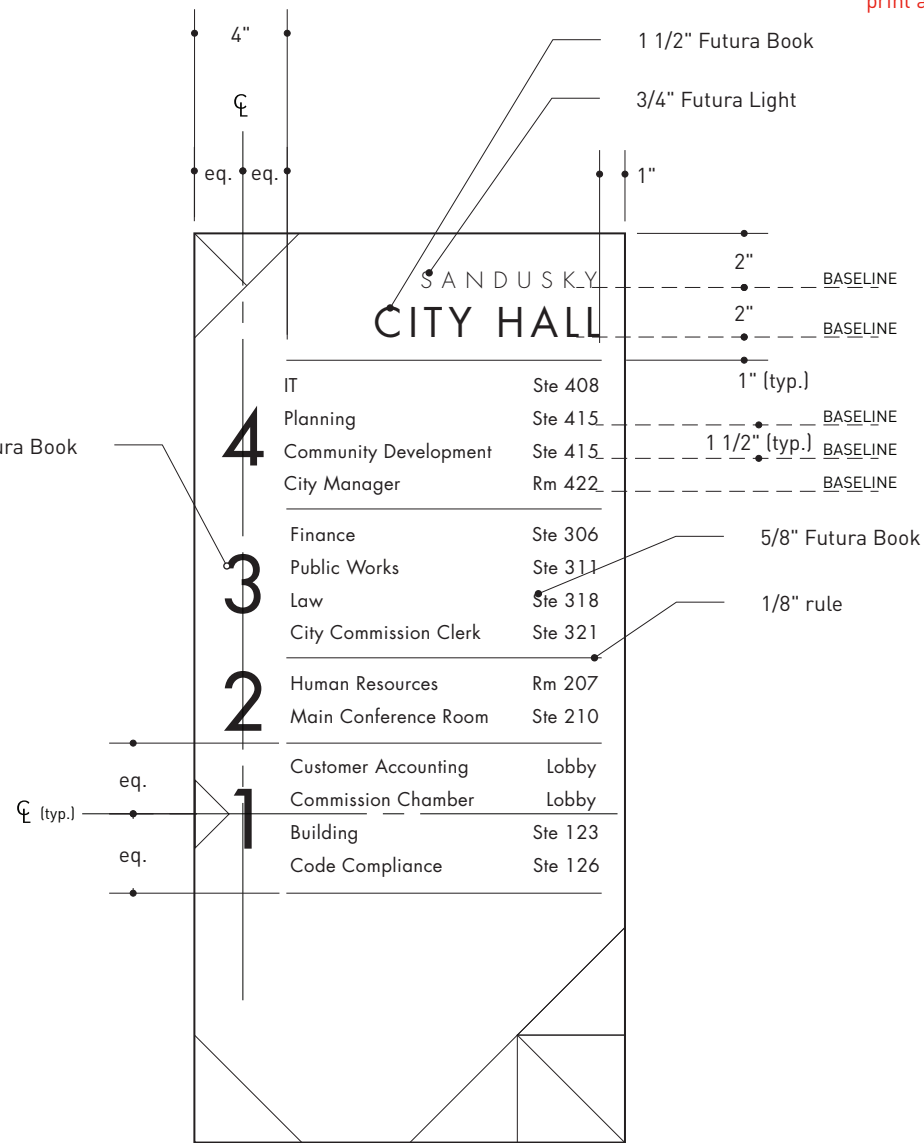
A/ FINISH

scale: 1 1/2"=1'-0"



B/ SIDE

scale: 1 1/2"=1'-0"



C/ GRAPHICS

scale: 1 1/2"=1'-0"

NOTE

1. All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.

2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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Sheet Title

Sign Type 230
Building Directory

Sheet Number

AG 230.0

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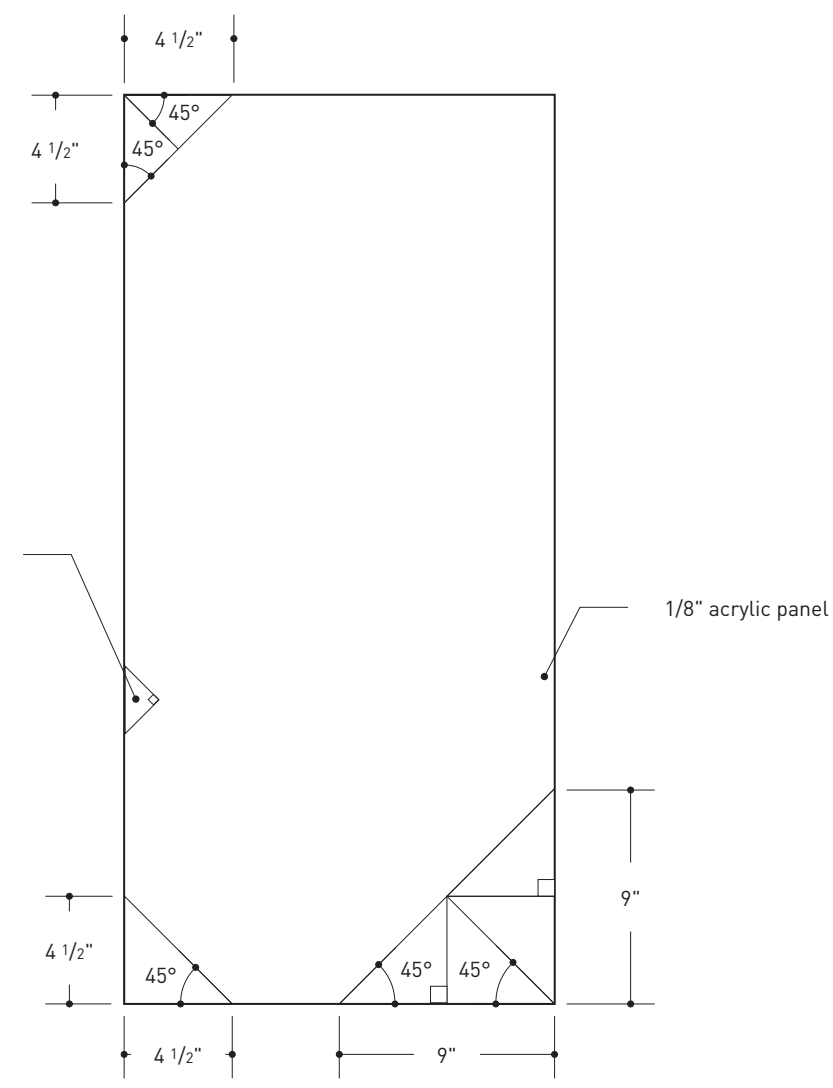
Sheet Title
Sign Type 230
Building Directory

Sheet Number
AG 230.1

NOTE

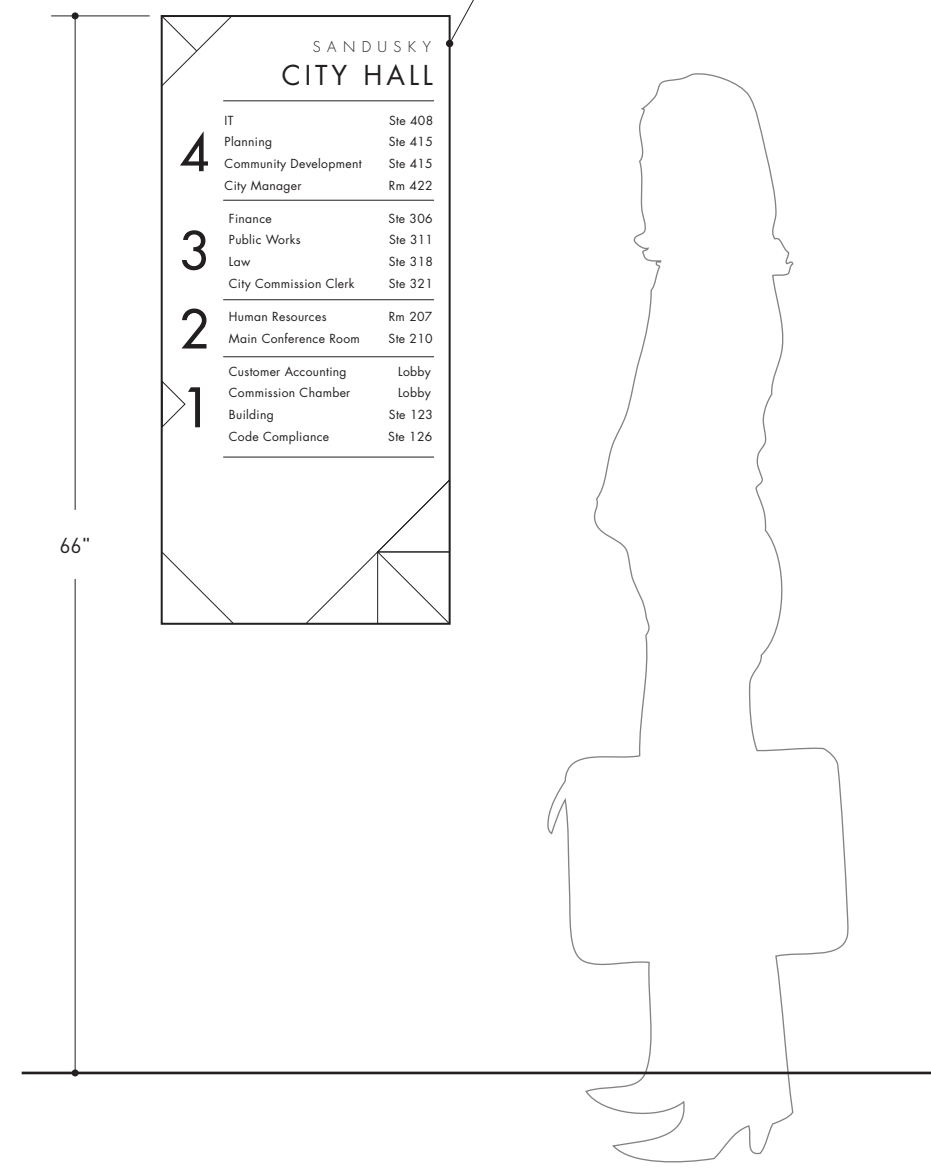
1. All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.
2. Sign may be fabricated as a digital print applied to painted acrylic panel.

Wall-mounted with appropriate double-sided tape



D/ GRAPHICS DETAIL

scale: 1 1/2"=1'-0"



E/ PLACEMENT

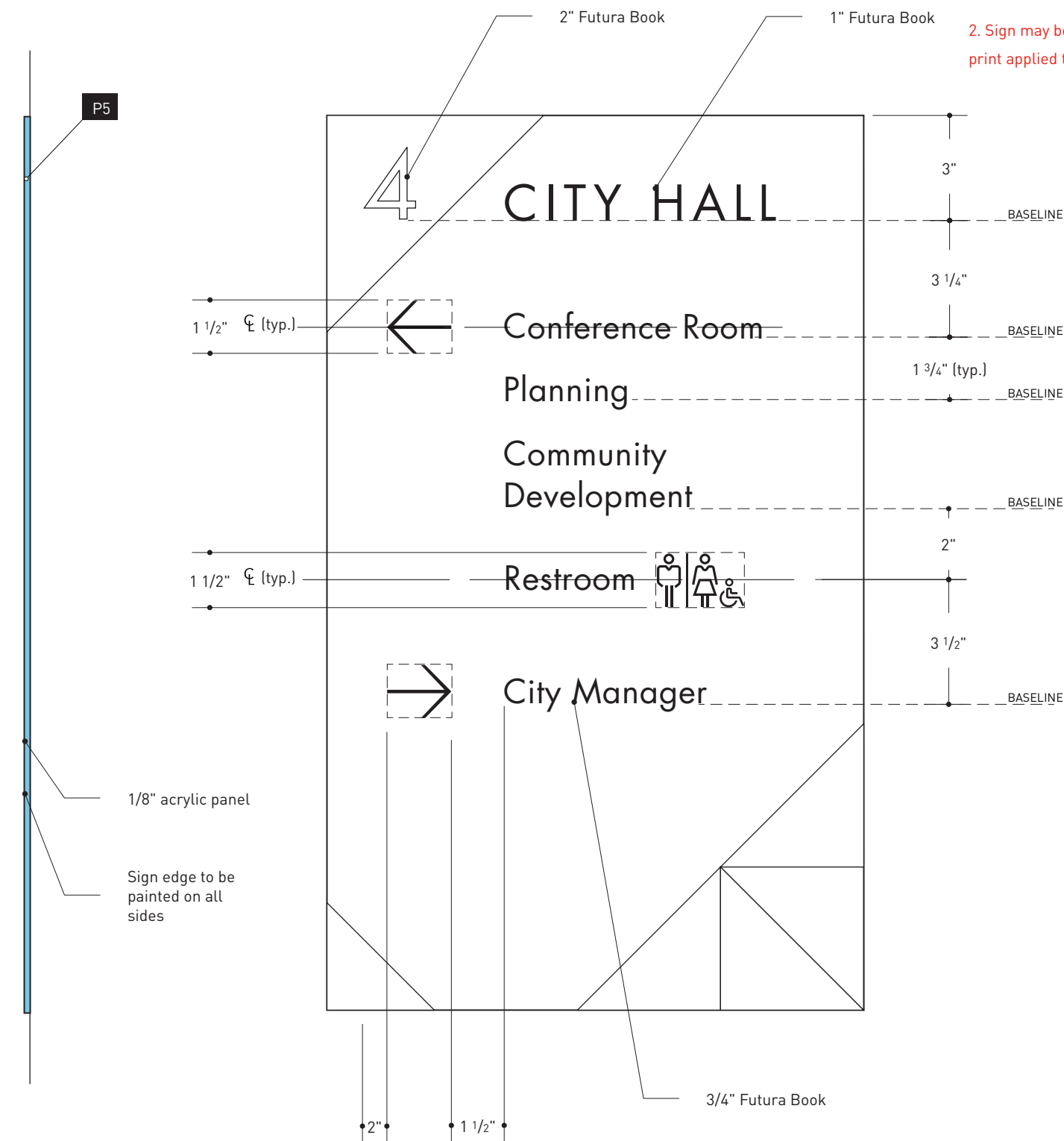
not to scale

FOR BID ONLY
NOT FOR CONSTRUCTION



A/ FINISH

scale: 3"=1'-0"



B/ SIDE

scale: 3"=1'-0"

C/ GRAPHIC

scale: 3"=1'-0"

NOTE

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2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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Sheet Title
Sign Type 232
Floor Directory

Sheet Number
AG 232.0

FOR BID ONLY
NOT FOR CONSTRUCTION



NOTE

1. All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.
2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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General Note

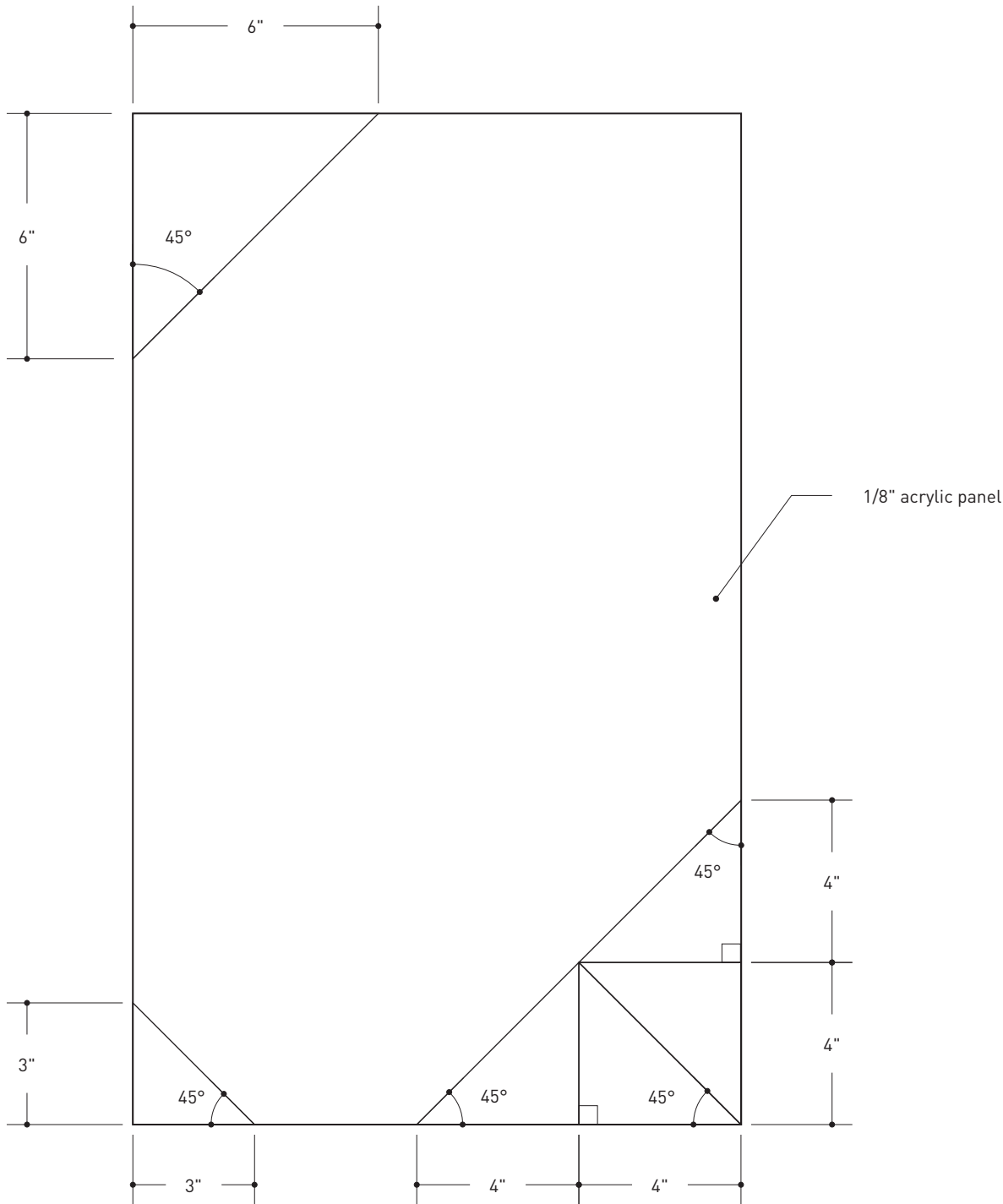
Contractor shall provide all fabrication, specification, and installation details for review and approval. Contractor to field verify all dimensions and check for obstructions. Drawings express design intent only and should not be used as shop drawings. **All type as shown is for concept only. Please refer to sign message schedule for actual message.**

Sheet Title

**Sign Type 232
Floor Directory**

Sheet Number

AG 232.1



D/ GRAPHICS DETAIL

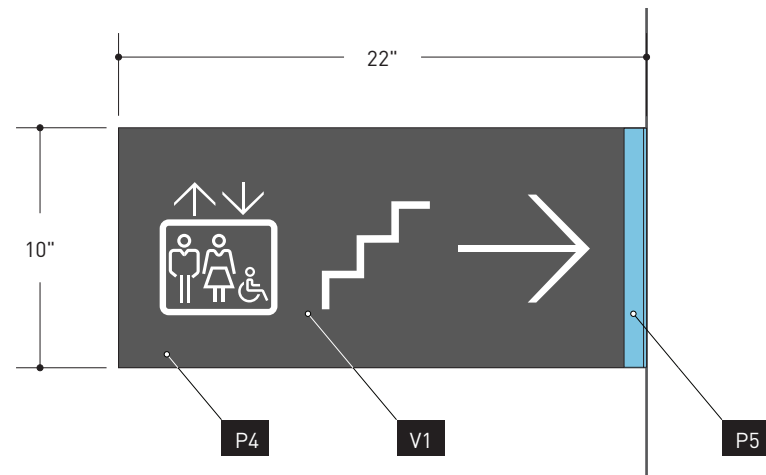
scale: 3"=1'-0"



E/ PLACEMENT

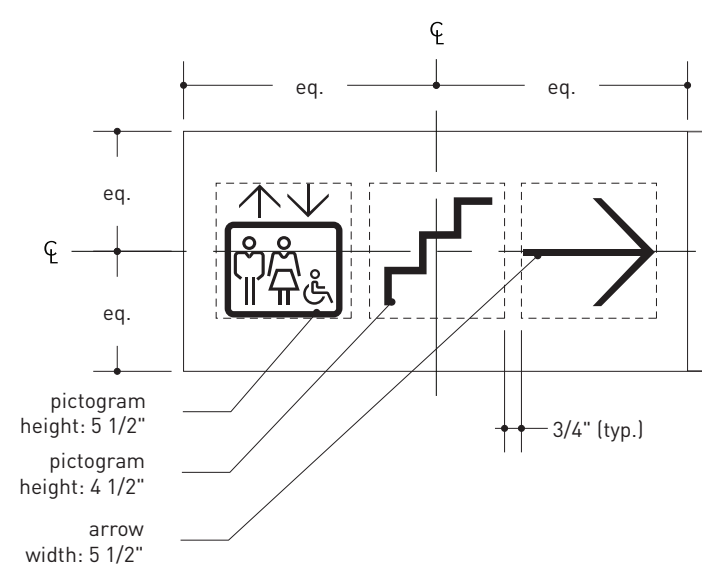
not to scale

**FOR BID ONLY
NOT FOR CONSTRUCTION**



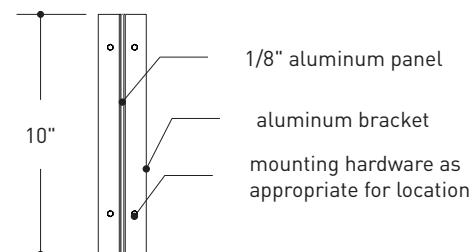
A/ FINISH

scale: 1 1/2"=1'-0"



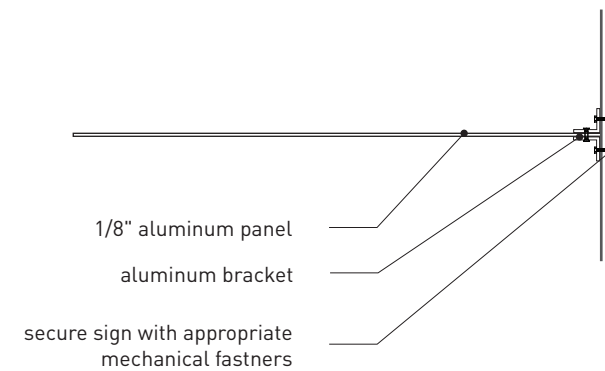
B/ GRAPHICS

scale: 1 1/2"=1'-0"



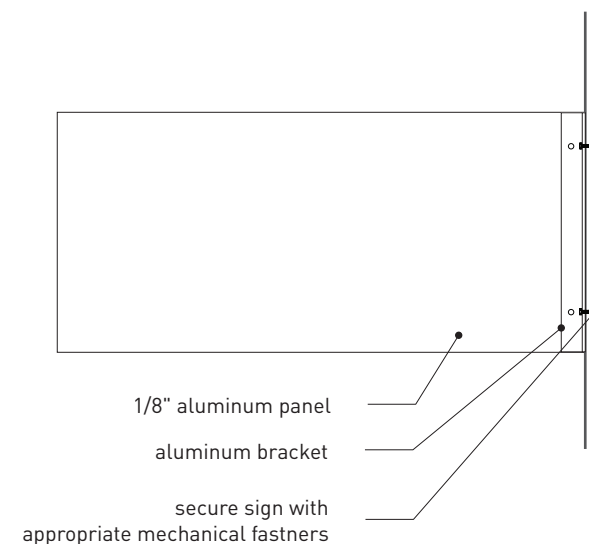
C/ SIDE

scale: 1 1/2"=1'-0"



D/ PLAN

scale: 1 1/2"=1'-0"



E/ STRUCTURE

scale: 1 1/2"=1'-0"

NOTE

1. All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.

2. Sign contractor must verify sign locations and appropriate mounting hardware.



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Sheet Title
Sign Type 234
Overhead
Directional

Sheet Number
AG 234.0

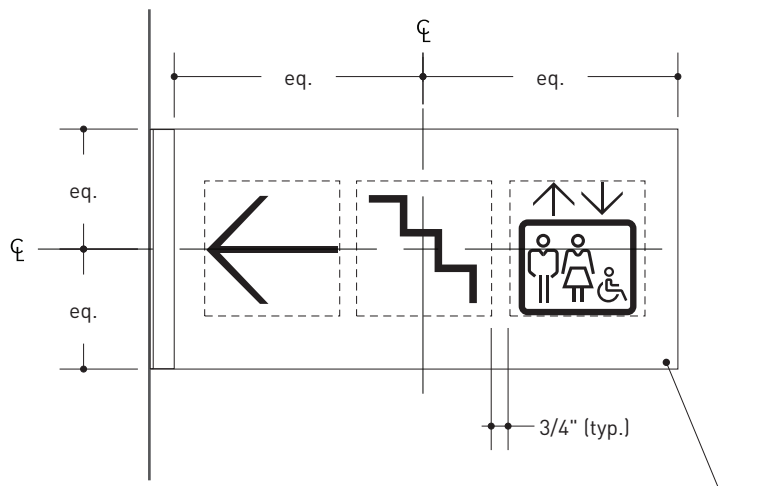
FOR BID ONLY
NOT FOR CONSTRUCTION



NOTE

1. All type as shown is representational and is shown for placement only. Refer to sign message schedule for actual messaging.

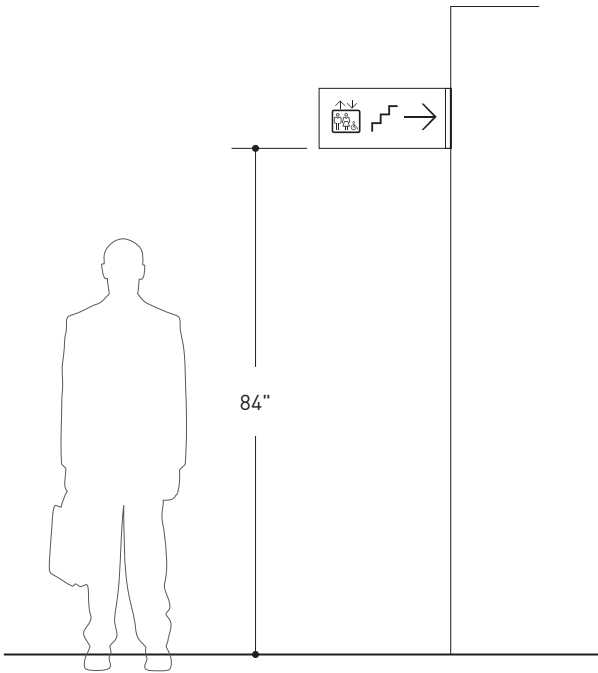
2. Sign contractor must verify sign locations and appropriate mounting hardware.



Sign to be double-sided.
Refer to sign message schedule

F/ GRAPHICS DETAIL - BACK FACE

scale: 1 1/2"=1'-0"



G/ PLACEMENT

not to scale



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Sheet Title
**Sign Type 234
Overhead
Directional**

Sheet Number
AG 234.1

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NOTE

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Sheet Title

**Sign Type 240
Interior Vinyl Door
Regulatory**

Sheet Number

AG 240.0

V2
KEY CARD ACCESS ONLY

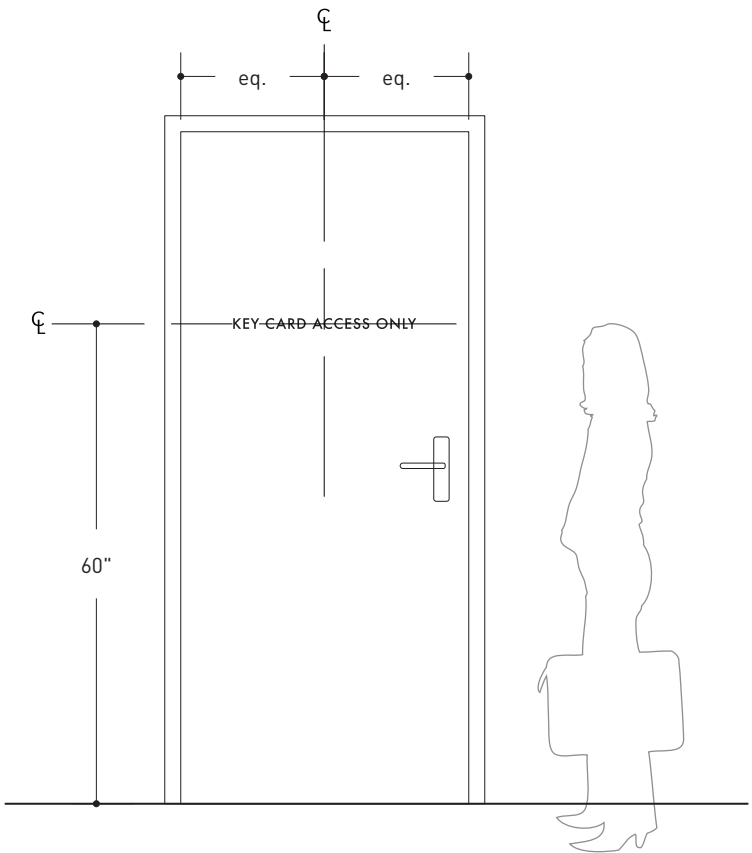
A/ FINISH

scale: 3"=1'-0"

1 1/2" Futura Medium
KEY CARD ACCESS ONLY

B/ GRAPHICS

scale: 3"=1'-0"



C/ PLACEMENT

not to scale

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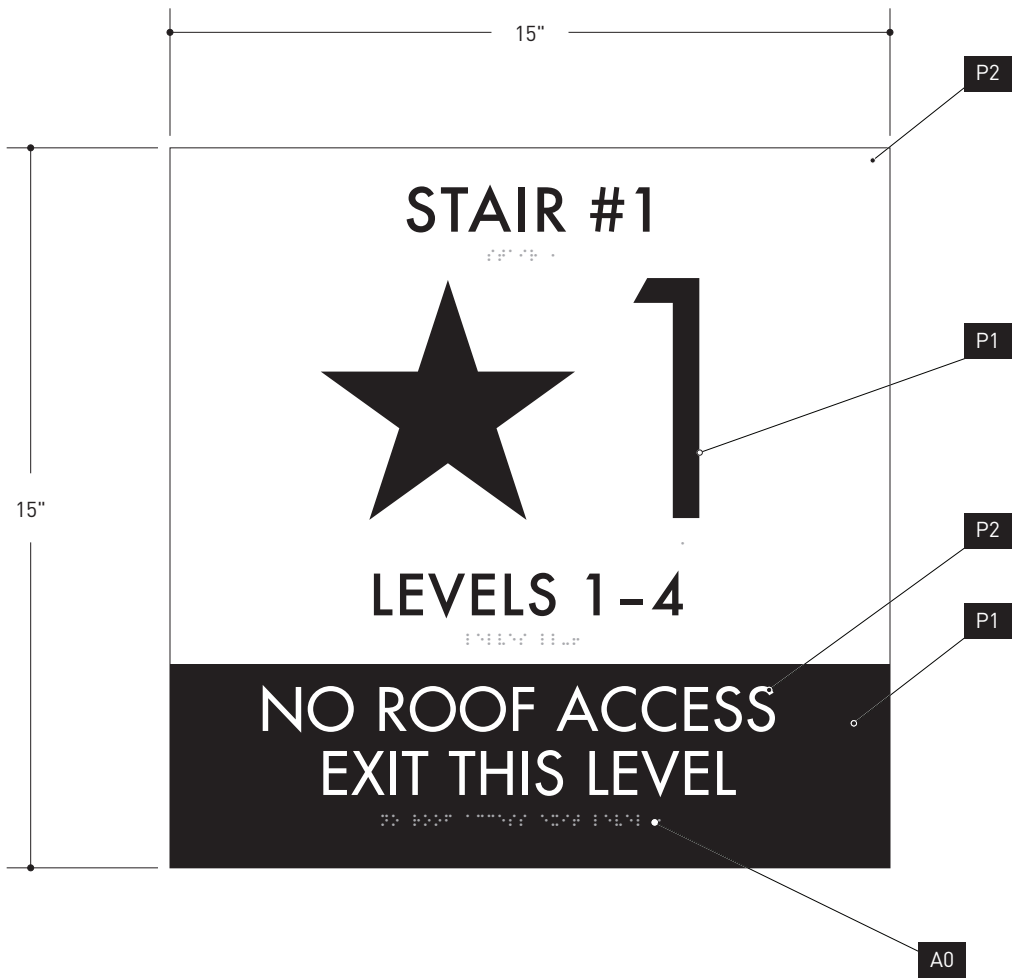
Sheet Title

Sign Type 260
Stair Fire Code Sign

Sheet Number

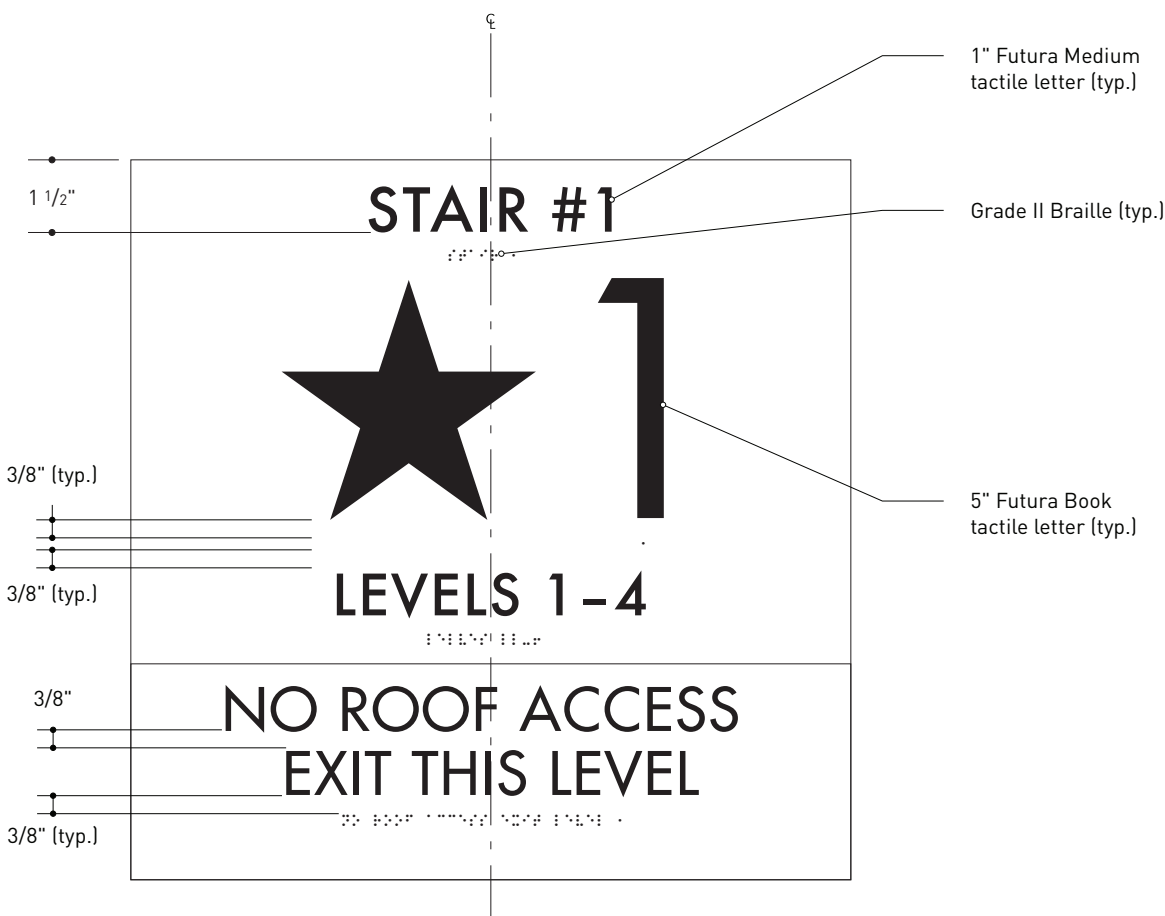
AG 260.0

FOR BID ONLY
NOT FOR CONSTRUCTION



A/ FINISH

scale: 3"=1'-0"



B/ GRAPHICS

scale: 3"=1'-0"

NOTE

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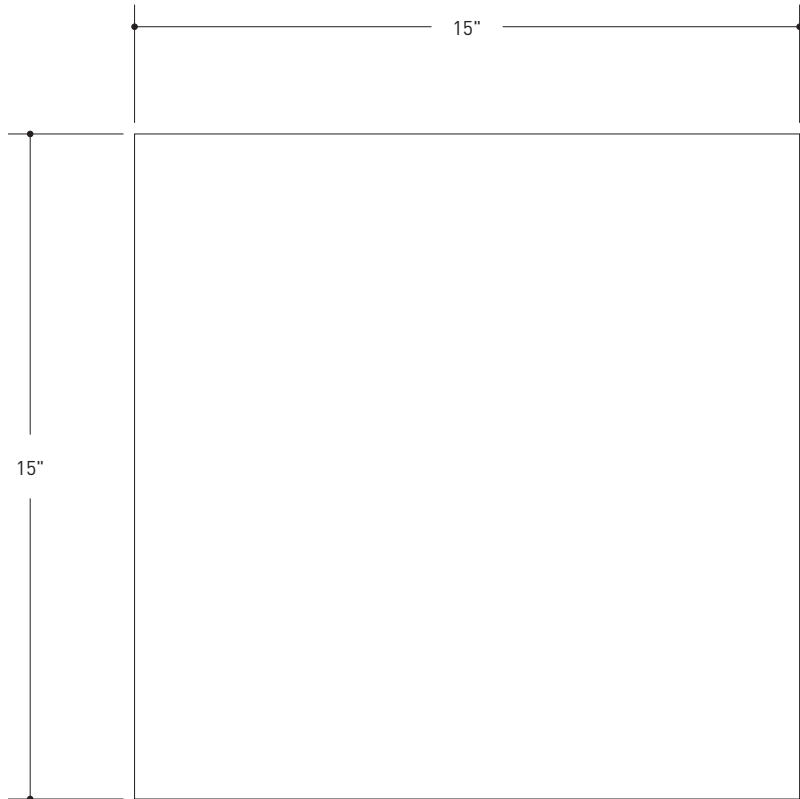
Contractor shall provide all fabrication, specification, and installation details for review and approval. Contractor to field verify all dimensions and check for obstructions. Drawings express design intent only and should not be used as shop drawings. **All type as shown is for concept only. Please refer to sign message schedule for actual message.**

Sheet Title

**Sign Type 260
Stair Fire Code Sign**

Sheet Number

AG 260.1



C/ STRUCTURE

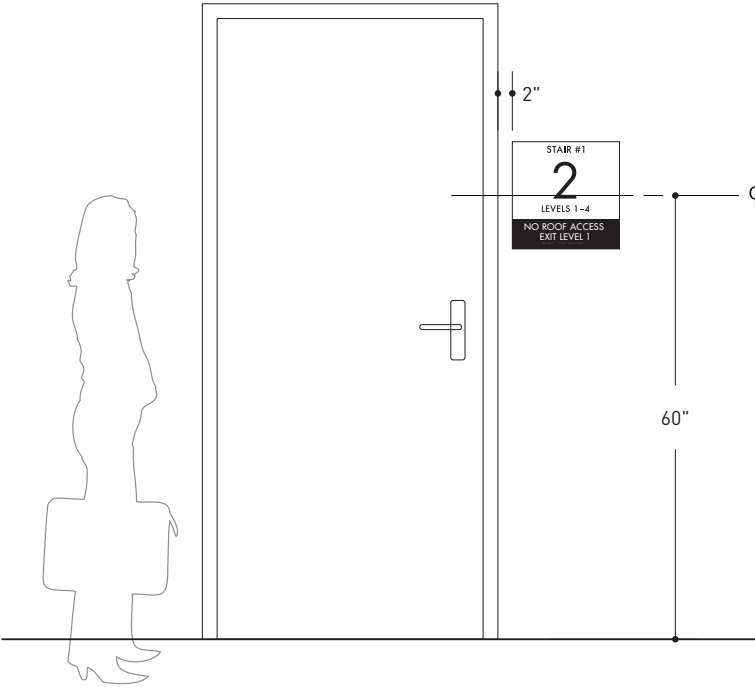
scale: 3"=1'-0"



1/8" acrylic panel

D/ SIDE

scale: 3"=1'-0"



E/ PLACEMENT

not to scale

**FOR BID ONLY
NOT FOR CONSTRUCTION**



NOTE

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- 2. Sign may be fabricated as a digital print applied to painted acrylic panel.

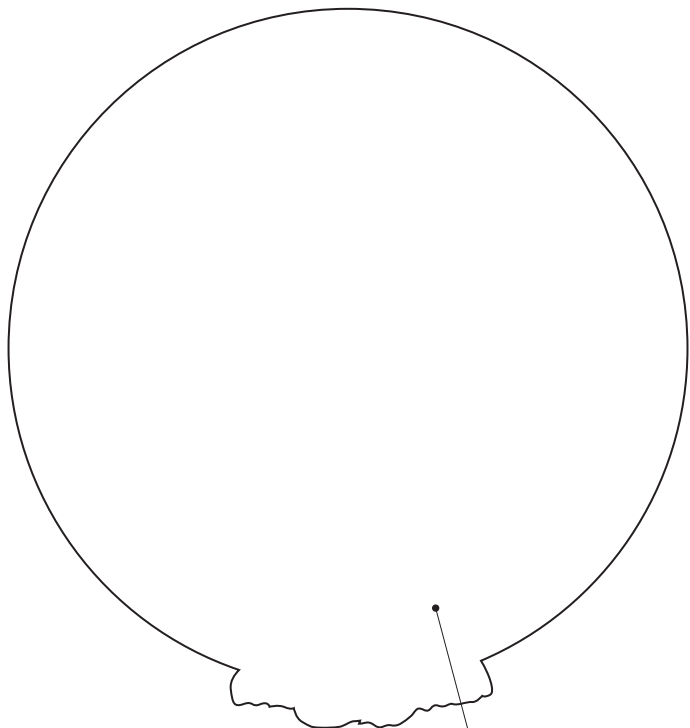


Digital print of City of Sandusky Seal applied to sign panel

City of Sandusky Seal, provided by Owner



1/2" acrylic panel



Acrylic panel
CNC cut to match Seal

A/ FINISH

scale: 3/4"=1'-0"

B/ SIDE

scale: 3/4"=1'-0"

C/ GRAPHICS

scale: 3/4"=1'-0"



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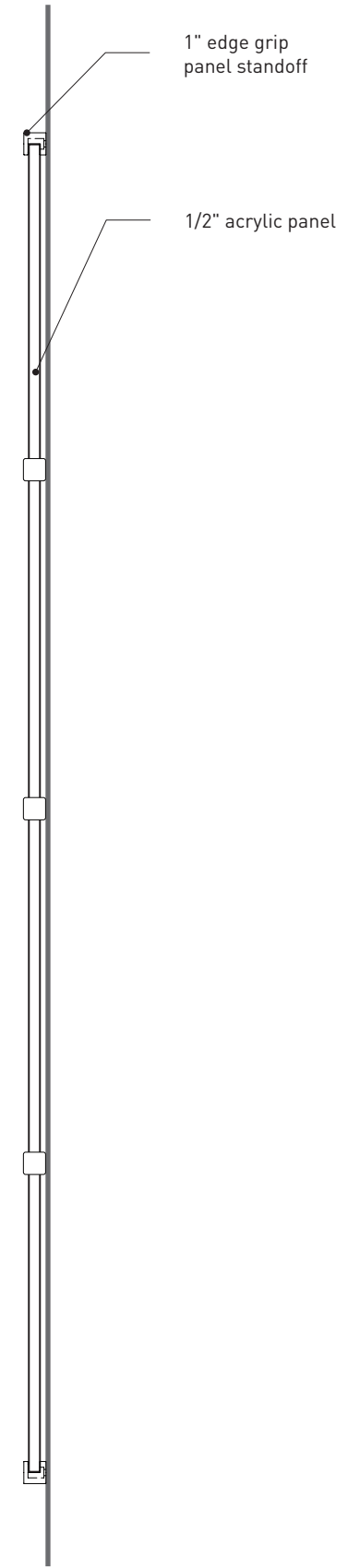
Sheet Title

**Sign Type 270
Logo Sign**

Sheet Number

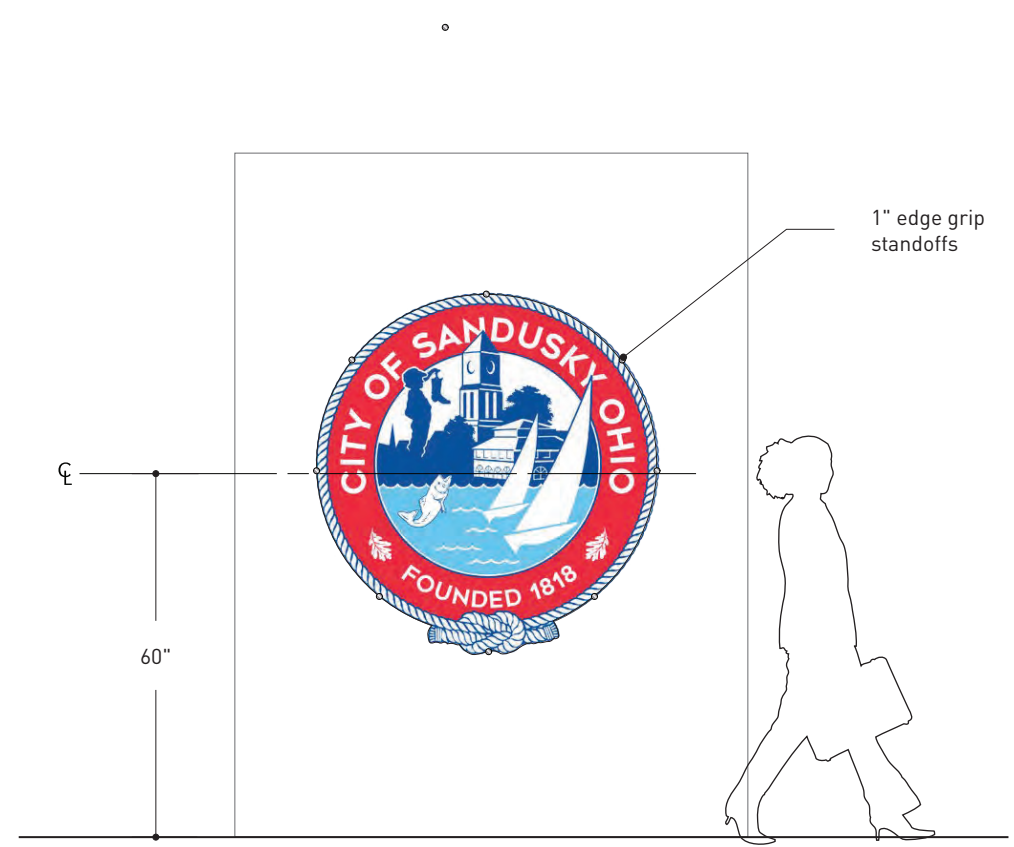
AG 270.0

**FOR BID ONLY
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D/ SIDE DETAIL

scale: 1 1/2"=1'-0"



E/ PLACEMENT

scale: 3/8"=1'-0"

- NOTE
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 2. Sign may be fabricated as a digital print applied to painted acrylic panel.



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Sheet Title
**Sign Type 270
 Logo Sign**

FOR BID ONLY
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Sheet Number
AG 270.1



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General Note

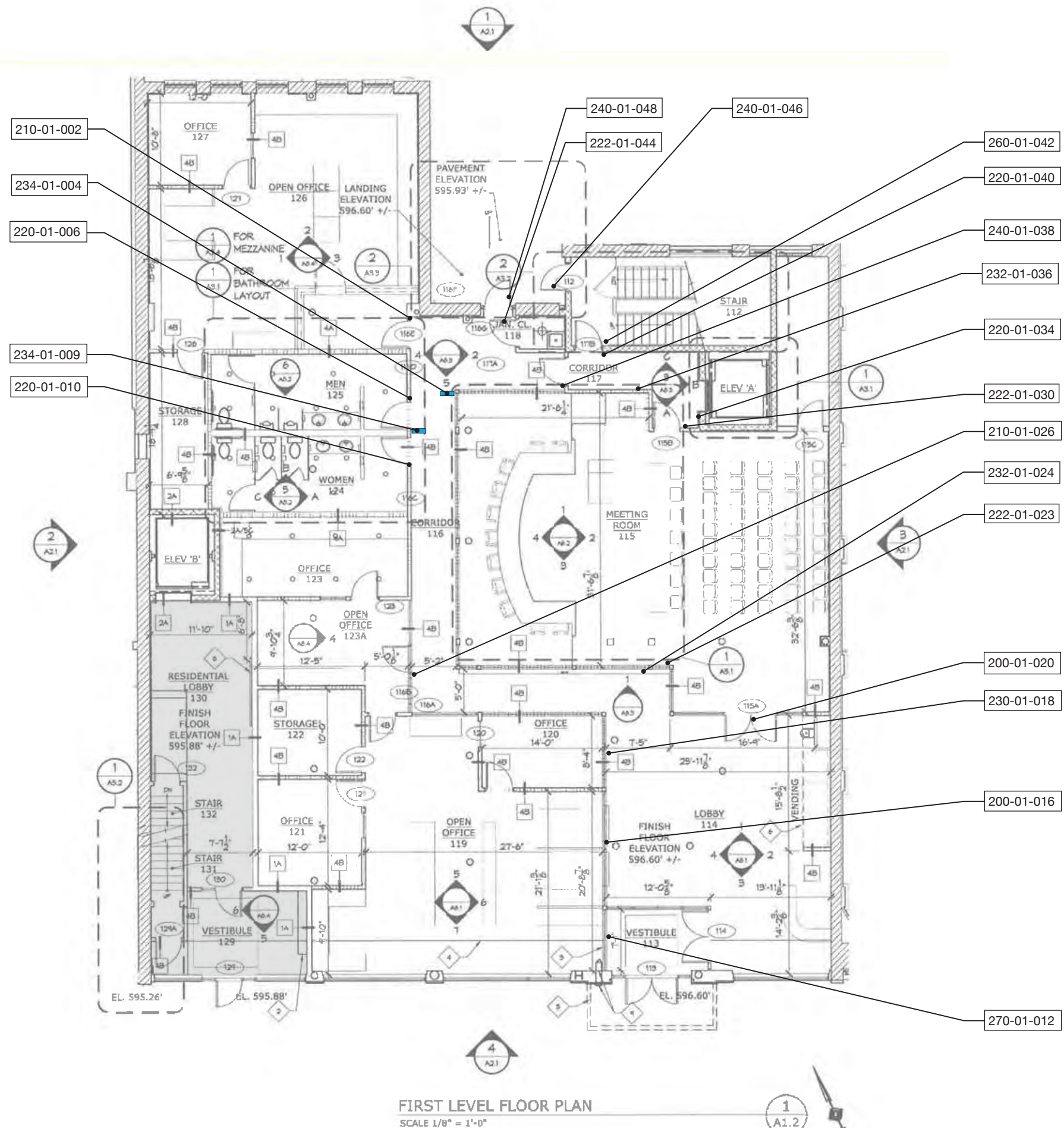
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Sheet Title

**Location Plans -
First Floor**

Sheet Number

LP 002



FIRST LEVEL FLOOR PLAN
SCALE 1/8" = 1'-0"

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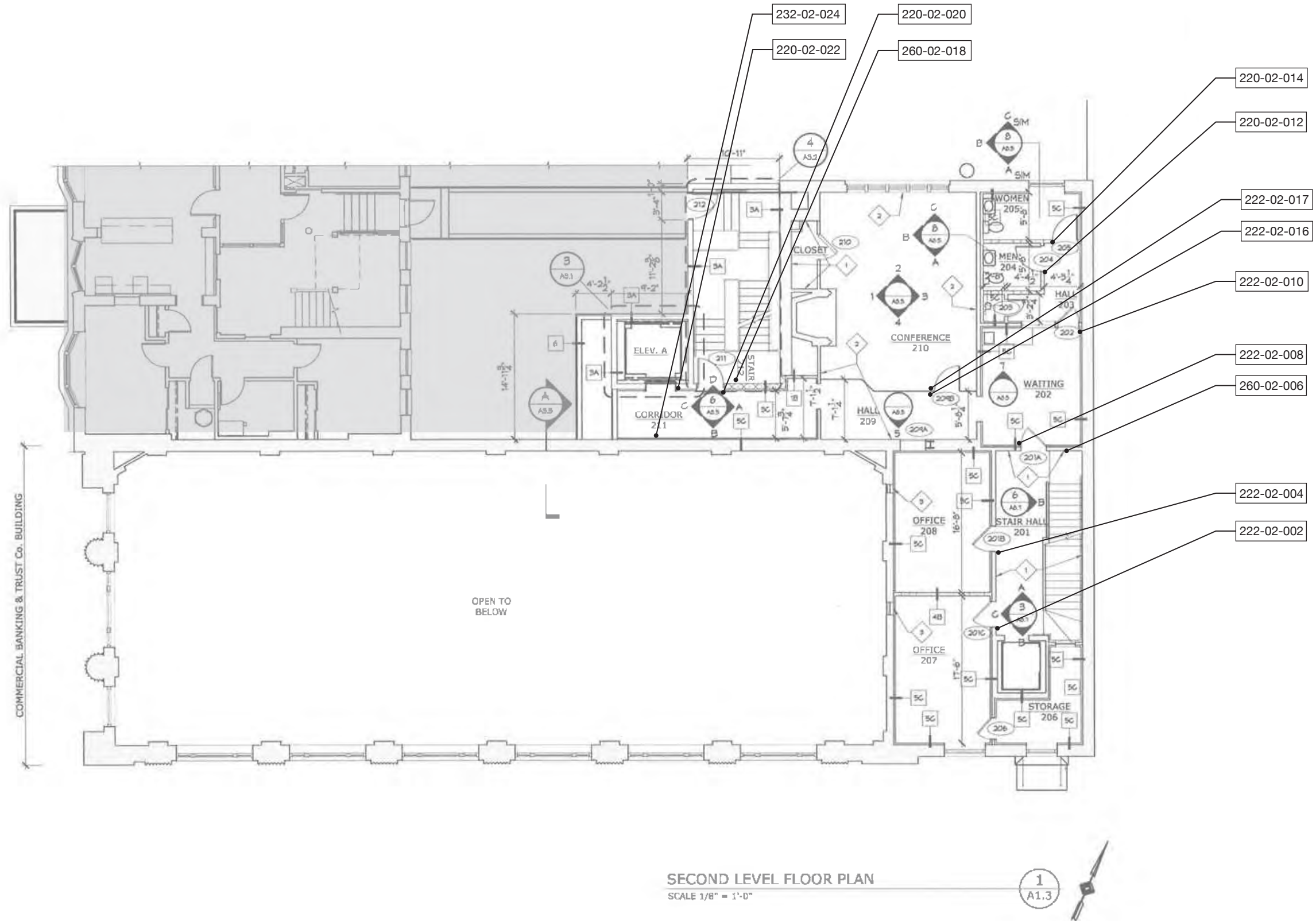
Revisions

General Note

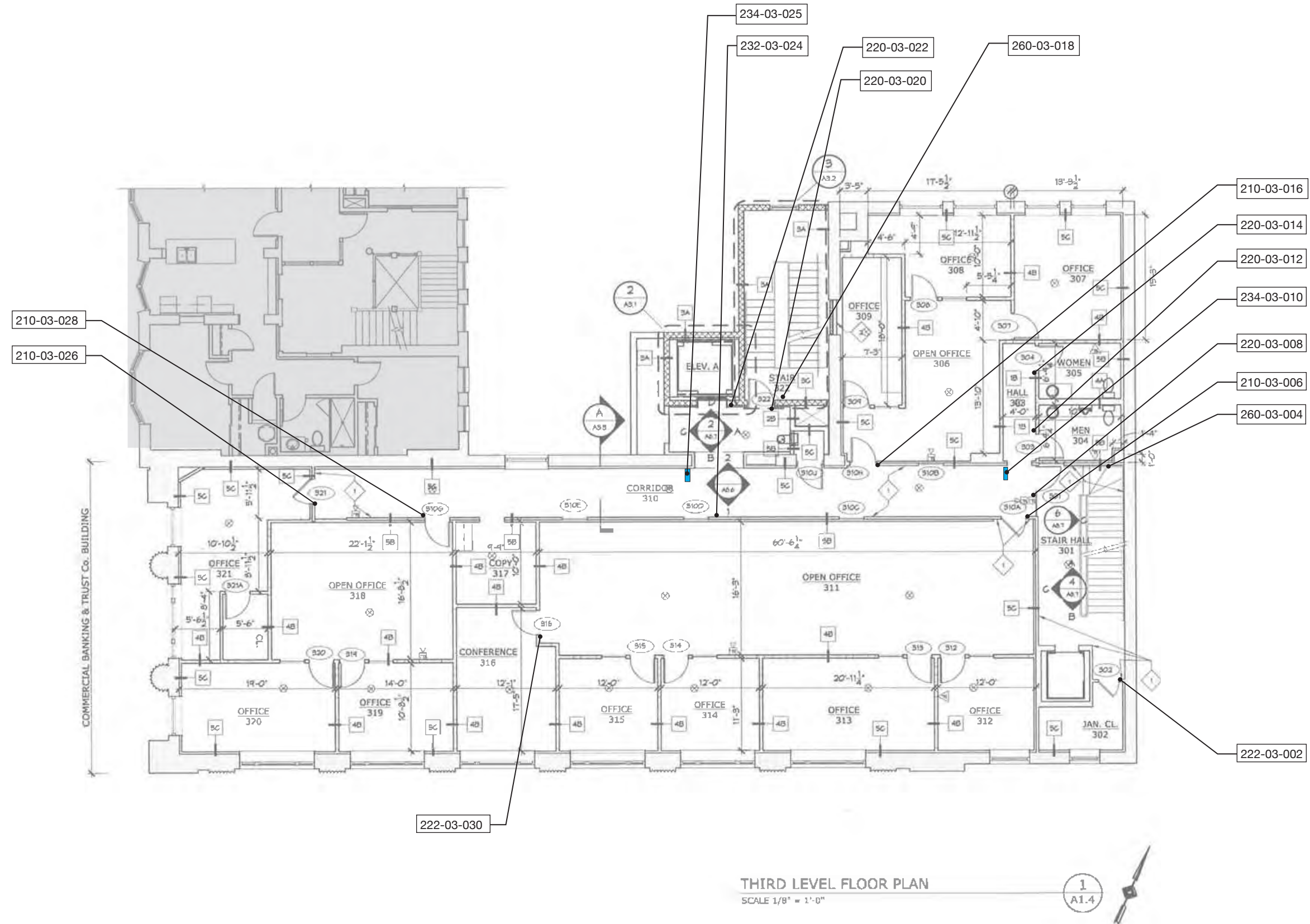
Contractor shall provide all fabrication, specification, and installation details for review and approval. Contractor to field verify all dimensions and check for obstructions. Drawings express design intent only and should not be used as shop drawings. **All type as shown is for concept only. Please refer to sign message schedule for actual message.**

Sheet Title
**Location Plans -
Second Floor**

Sheet Number
LP 003



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Sheet Title

Location Plans -
Third Floor

Sheet Number

LP 004

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Revisions

General Note

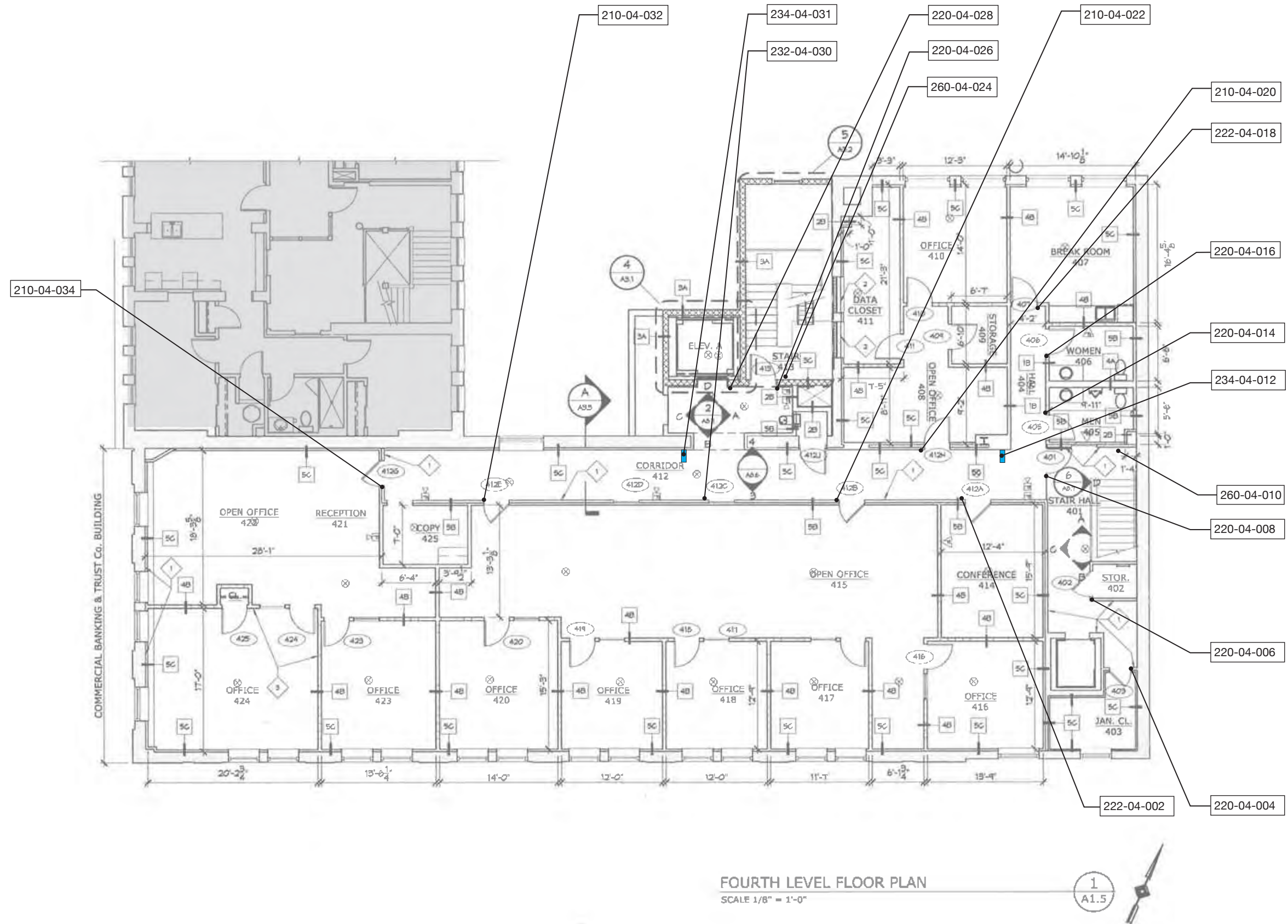
Contractor shall provide all fabrication, specification, and installation details for review and approval. Contractor to field verify all dimensions and check for obstructions. Drawings express design intent only and should not be used as shop drawings. **All type as shown is for concept only. Please refer to sign message schedule for actual message.**

Sheet Title

**Location Plans -
Fourth Floor**

Sheet Number

LP 005



**FOR BID ONLY
NOT FOR CONSTRUCTION**

Message Schedule
 SDKY-001 Sandusky City Hall Interior Wayfinding & Signage
 NOT FOR CONSTRUCTION

Phase: Bid Documents
 Revision: 004
 Issued Date: 10/16/2018

Sign ID	Message	Description	Drawing No.	Notes	Qty.
Bid Documents - 10/16/2018					135
New					135
224-01-001		Door Frame Tags			14
210-01-002	SUITE 126 [+BRAILLE] CODE COMPLIANCE [+BRAILLE]	Suite/Department ID			1
234-01-004	NORTH FACE [+AHD] [+RES] SOUTH FACE [+ELEV] [+STR] [+RHT]	Overhead Directional		Double-Sided Sign	1
220-01-006	[+MEN] MEN [+BRAILLE]	Pictogram ID			1
234-01-009	NORTH FACE [+RES] SOUTH FACE [+RES]	Overhead Directional		Double-sided sign	1
220-01-010	[+WOM] WOMEN [+BRAILLE]	Pictogram ID			1
270-01-012	[+SEAL]	Logo Sign		Wall-mounted with stand-offs; one-sided	1
200-01-016	CUSTOMER ACCOUNTING	Area ID		Pin-mount letters	1
230-01-018	SANDUSKY CITY HALL 4 I.T. Planning Community Development City Manager 3 Finance Public Works Law City Commission Clerk 2 Human Resources Main Conference Room 1 Customer Accounting Commission Chamber Building Code Compliance	Building Directory			1
200-01-020	COMMISSION CHAMBER	Area ID		Pin-mount letters	1

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
222-01-023	MAXIMUM OCCUPANCY 90	Room ID		Mount to wall. Verify sign location with Owner.	1
232-01-024	1 CITY HALL [+LFT] Building Code Compliance Restroom [+RES] Elevator [+ELEV] Stair [+STR]	Floor Directory		Wall-mounted	1
210-01-026	SUITE 123 [+BRAILLE] BUILDING [+BRAILLE]	Suite/Department ID			1
222-01-030	115 [+BRAILLE] COMMISSION CHAMBER [+BRAILLE]	Room ID			1
220-01-034	[+ELEV] ELEVATOR [+BRAILLE]	Pictogram ID			1
232-01-036	1 CITY HALL [+RHT] Building Code Compliance Customer Accounting Commission Chamber	Floor Directory			1
240-01-038	KEY CARD ACCESS ONLY	Interior Vinyl Door Regulatory		Vinyl on door	1
220-01-040	[+STR] STAIR [+BRAILLE]	Pictogram ID			1
260-01-042	STAIR #2 [+BRAILLE] [+EXT] 1 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT THIS LEVEL [+BRAILLE]	Stair Fire Code Sign			1
222-01-044	118 [+BRAILLE] CLOSET [+BRAILLE]	Room ID		Mount on latch side of door; If no space available on latch side of door, mount on door.	1
240-01-046	EMERGENCY EXIT ONLY	Interior Vinyl Door Regulatory		Vinyl on door	1
240-01-048	EMERGENCY EXIT ONLY	Interior Vinyl Door Regulatory		Vinyl on door	1
224-02-001		Door Frame Tags			9

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
222-02-002	207 [+BRAILLE] HUMAN RESOURCES [+BRAILLE]	Room ID			1
222-02-004	208 [+BRAILLE] HUMAN RESOURCES [+BRAILLE]	Room ID			1
260-02-006	STAIR #1 [+BRAILLE] 2 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1
222-02-008	HUMAN RESOURCES [+BRAILLE]	Room ID			1
222-02-010	RESTROOM [+BRAILLE]	Room ID		On wall adjacent to latch side of door.	1
220-02-012	[+MEN] MEN [+BRAILLE]	Pictogram ID			1
220-02-014	[+WOM] WOMEN [+BRAILLE]	Pictogram ID			1
222-02-016	210 [+BRAILLE] CONFERENCE ROOM [+BRAILLE]	Room ID		Mount to glass with appropriate adhesive/double-sided tape	1
222-02-017	MAXIMUM OCCUPANCY 21	Room ID		Mount to glass with appropriate adhesive/double-sided tape	1
260-02-018	STAIR #2 [+BRAILLE] 2 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1
220-02-020	[+STR] STAIR [+BRAILLE]	Pictogram ID			1
220-02-022	[+ELEV] ELEVATOR [+BRAILLE]	Pictogram ID		Refer to Owner to verify appropriate sign location.	1

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
232-02-024	2 CITY HALL [+LFT] Conference Room Human Resources Restroom [+RES]	Floor Directory			1
224-03-001		Door Frame Tags			20
222-03-002	302 [+BRAILLE] CLOSET [+BRAILLE]	Room ID			1
260-03-004	STAIR #1 [+BRAILLE] [+EXT] 3 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1
210-03-006	SUITE 311 [+BRAILLE] PUBLIC WORKS [+BRAILLE]	Suite/Department ID			1
220-03-008	[+STR] STAIR #1 [+BRAILLE]	Pictogram ID			1
234-03-010	WEST FACE: [+LFT] [+RES] EAST FACE: [+RES] [+RHT]	Overhead Directional		Double-sided sign	1
220-03-012	[+MEN] MEN [+BRAILLE]	Pictogram ID			1
220-03-014	[+WOM] WOMEN [+BRAILLE]	Pictogram ID			1
210-03-016	SUITE 306 [+BRAILLE] FINANCE [+BRAILLE]	Suite/Department ID			1
260-03-018	STAIR #2 [+BRAILLE] 3 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1
220-03-020	[+STR] STAIR #2 [+BRAILLE]	Pictogram ID			1

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
220-03-022	[+ELEV] ELEVATOR [+BRAILLE]	Pictogram ID		Refer to Owner to verify appropriate sign location.	1
232-03-024	3 CITY HALL [+LFT] Finance Public Works Conference Room Restroom [+RES] [+RHT] Law City Commission Clerk	Floor Directory			1
234-03-025	WEST FACE: [+LFT] [+ELEV] [+STR] EAST FACE: [+ELEV] [+STR] [+RHT]	Overhead Directional		Double-Sided Sign	1
210-03-026	SUITE 321 [+BRAILLE] CITY COMMISSION CLERK [+BRAILLE]	Suite/Department ID			1
210-03-028	SUITE 318 [+BRAILLE] LAW [+BRAILLE]	Suite/Department ID			1
222-03-030	316 [+BRAILLE] CONFERENCE ROOM [+BRAILLE]	Room ID			1
224-04-001		Door Frame Tags			24
222-04-002	414 [+BRAILLE] CONFERENCE ROOM [+BRAILLE]	Room ID			1
220-04-004	403 [+BRAILLE] CLOSET [+BRAILLE]	Pictogram ID			1
220-04-006	402 [+BRAILLE] STORAGE [+BRAILLE]	Pictogram ID			1
220-04-008	[+STR] STAIR [+BRAILLE]	Pictogram ID			1
260-04-010	STAIR #1 [+BRAILLE] 4 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
234-04-012	WEST FACE: [+LFT] [+RES] EAST FACE: [+RES] [+RHT]	Overhead Directional		Double-sided sign	1
220-04-014	[+MEN] MEN [+BRAILLE]	Pictogram ID			1
220-04-016	[+WOM] WOMEN [+BRAILLE]	Pictogram ID			1
222-04-018	407 [+BRAILLE] BREAK ROOM [+BRAILLE]	Room ID			1
210-04-020	Suite 408 [+BRAILLE] I.T. [+BRAILLE]	Suite/Department ID			1
210-04-022	Suite 415 [+BRAILLE] PLANNING & COMMUNITY DEVELOPMENT [+BRAILLE]	Suite/Department ID			1
260-04-024	STAIR #2 [+BRAILLE] 4 [+BRAILLE] LEVELS 1-4 [+BRAILLE] NO ROOF ACCESS EXIT LEVEL 1 [+BRAILLE]	Stair Fire Code Sign			1
220-04-026	[+STR] STAIR [+BRAILLE]	Pictogram ID			1
220-04-028	[+ELEV] ELEVATOR [+BRAILLE]	Pictogram ID		Refer to Owner to verify appropriate sign location.	1
232-04-030	4 CITY HALL [+LFT] Community Development Planning Conference Room Restroom [+RES] [+RHT] City Manager	Floor Directory			1
234-04-031	WEST FACE: [+LFT] [+ELEV] [+STR] EAST FACE: [+ELEV] [+STR] [+RHT]	Overhead Directional		Double-Sided Sign	1

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Sign ID	Message	Description	Drawing No.	Notes	Qty.
210-04-032	SUITE 415 [+BRAILLE] PLANNING & COMMUNITY DEVELOPMENT [+BRAILLE]	Suite/Department ID			1
210-04-034	SUITE 422 [+BRAILLE] CITY MANAGER [+BRAILLE]	Suite/Department ID			1
GRAND-TOTAL					135

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED CITY HALL SIGNAGE & WAYFINDING PROJECT - INTERIOR SIGNAGE; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Hall Signage & Wayfinding Project consists of the planning, design, fabrication and installation of a family of signing devices for the new City Administrative facility including building entrance signage, interior building directories, directional panels, departmental and service identification, space and room identification, and regulatory and etiquette signage in a manner that supports the historic and architectural features of the building along with the interior aesthetic; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into an agreement with RLR Associates, Inc. of Indianapolis, Indiana, for professional design services for the City Hall Signage & Wayfinding Project by Ordinance No. 18-119, passed on June 11, 2018; and

WHEREAS, the City decided to bid the exterior signage and interior wayfinding signage separately, starting with the exterior signage and this City Commission declared the necessity for the City to proceed with the proposed City Hall Signage & Wayfinding Project - Exterior Signage by Resolution No. 043-18R, passed on September 24, 2018; and

WHEREAS, RLR Associates, Inc. has completed the interior signage design intent documents and the City is ready to move forward with the City Hall Signage & Wayfinding Project - Interior Signage for the fabrication and installation of the interior signage for the new City Administrative facility; and

WHEREAS, the total estimated cost for this project including advertising, contingency, and miscellaneous expenses is \$20,000.00 and these costs will be paid with Capital Projects Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project, obtain competitive bids, and complete the project prior to the City's occupancy of the facility in 2019; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission approves of the proposed City Hall Signage &

Wayfinding Project - Interior Signage.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed City Hall Signage & Wayfinding Project - Interior Signage at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed City Hall Signage & Wayfinding Project - Interior Signage as required by law.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DENNIS E. MURRAY, JR.
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: November 26, 2018