



**SANDUSKY CITY COMMISSION
REGULAR SESSION AGENDA
FEBRUARY 11, 2019 at 5 p.m.
CITY HALL, 222 MEIGS STREET**

INVOCATION

Greg Lockhart

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

**D. Waddington, N. Lloyd, N. Twine, D. Murray, D. Brady, G. Lockhart & W. Poole
January 28, 2019**

APPROVAL OF MINUTES

AUDIENCE PARTICIPATION

PRESENTATION

Tiffany Taylor, GIS Analyst

GIS Department Update

Bre Hohman, Member - Sandusky Tree Commission

Annual Tree Commission Update

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

CONSENT AGENDA ITEMS

A. Submitted by Aaron Klein, Director of Public Works

CONTRACT EXTENSION WITH REPUBLIC SERVICES FOR 2019 YARD WASTE COLLECTION PROGRAM

Budgetary Information: Based on service for one day per week pickup at \$10.80 per customer, per month, and a contract for nine months, the estimated amount for the 2019 yard waste collection service is \$62,694 based on last year's figures of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$.50 per customer, per month for administrative costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a one year contract extension with Browning-Ferris Industries of Ohio, Inc. dba Republic Services of Sandusky, Ohio, for yard waste collection service in calendar year 2019 which is available for the period of April 1, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

B. Submitted by Stuart Hamilton, IT Manager

AGREEMENT WITH IMMIXTECHNOLOGIES, INC. FOR KRONOS SUPPORT & MAINTENANCE FOR 2019 - 2020

Budgetary Information: The cost for this support and maintenance agreement for a twelve month period will be \$11,819.84 and will be paid with funds from the IT Department operating budget in the amount of \$5,909.92, by the water fund in the amount of \$2,954.96 and by the sewer fund in the amount of \$2,954.96.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to immixTechnologies, Inc., of McLean, Virginia, for the support and maintenance fees for the Kronos workforce management system for the period of April 24, 2019, through the April 23, 2020; 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 SLUDGE HAULING CONTRACT WITH ERIE COUNTY LANDFILL FOR CY 2019

Budgetary Information: The estimated cost of disposal by the Waste Water Treatment Plant at the Erie County Sanitary Landfill for 2019 shall not exceed \$165,600, which will be paid out of the contractual services portion of the operation and maintenance budget through the sewer fund.

ORDINANCE NO. _____: It is requested an ordinance be passed appropriating funds for the dumping of Class B bio-solids, aka sludge cake, and other dewatered and compressed solids from the Waste Water Treatment Plant at the Erie County Sanitary Landfill for CY 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

D. Submitted by Nicole DeFreitas, Transit Administrator

TRANSPORTATION SERVICES AGREEMENT FOR SANDUSKY TRANSIT SYSTEM WITH CANCER SERVICES

Budgetary Information: STS will receive \$8 per passenger trip from Cancer Services for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural grant program.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Cancer Services for the period of February 15, 2019, through December 31, 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

E. Submitted by Nicole DeFreitas, Transit Administrator

TRANSPORTATION SERVICES AGREEMENT FOR SANDUSKY TRANSIT SYSTEM WITH ERIE COUNTY VETERANS SERVICE COMMISSION

Budgetary Information: STS will receive \$30 per hour and \$3 per mile, per passenger trip for every out of Erie County trip provided to the Erie County Veterans Service Commission for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 rural grant program.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement for transportation services between the City of Sandusky and Erie County Veterans Service Commission for services outside of Erie County for the period of March 1, 2019, through December 31, 2020; 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 Nicole DeFreitas, Transit Administrator

AMENDMENT TO TRANSPORTATION SERVICES CONTRACT WITH FIRST TRANSIT, INC.

Budgetary Information: The increase of \$209,998 in the contract for 2019 will be paid out of the transit general fund. This fund will be reimbursed through an increase in 2019 ODOT 5311 award funds in the amount of \$119,326 and through additional revenues generated by a \$150,000 contract with Cedar Point for transportation services.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the transportation services agreement between the City of Sandusky and First Transit, Inc., of Cincinnati, Ohio, in relation to the Sandusky Transit System; and declaring this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #2 – Submitted by Jane Cullen, Project Engineer

PERMISSION TO BID PIER TRACK AND FARWELL PUMP STATION IMPROVEMENT PROJECTS

Budgetary Information: The estimated cost of the project, including engineering, inspection, advertising and miscellaneous costs is \$2,762,385 and will be paid with sewer funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the city to proceed with the proposed pier track pump station and Farwell pump station improvements project; approving the specifications and engineer's estimate of cost thereof; 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.

ITEM #3 – Submitted by Stuart Hamilton, IT Manager

PRINT SERVICES AGREEMENT WITH MT BUSINESS TECHNOLOGIES, INC. AND LEASE WITH U.S. BANK EQUIPMENT FINANCE

Budgetary Information: The cost for this service for a 36-month period will be \$26,082 and will be paid by the IT operating budget in the amount of \$13,041, by the water fund in the amount of \$6,520.50 and by the sewer fund in the amount of \$6,520.50.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a managed print services agreement with MT Business Technologies, Inc., of Avon Lake, Ohio, for printing services and the leasing of four new multi-function printers through U.S. Bank Equipment Finance; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

ITEM #4 - Submitted by Stuart Hamilton, IT Manager

CONTRACT WITH OHIO TELECOM FOR INTERNET AND PHONE SERVICE

Budgetary Information: The contract cost for a 36-month period will be \$57,780, and will be paid by the IT Department operating budget in the amount of \$28,890, by the water fund in the amount of \$14,445 and by the sewer fund in the amount of \$14,445.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a three year contract with Ohio Telecom, Inc., of Port Clinton, Ohio, for internet and telephone services; and declaring that this ordinance 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, February 11 at 8:30 p.m.

Tuesday, February 12 at 5 p.m.

Monday, February 18 at 8:30 p.m.

Online:

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



DEPARTMENT OF PUBLIC WORKS

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

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 22, 2019

Subject: Commission Agenda Item – 2019 Yard Waste Collection

ITEM FOR CONSIDERATION: Legislation to enter into a one year contract extension with Browning Ferris Industries of Ohio Inc, DBA Republic Services of Sandusky, Ohio for the 2019 Yard Waste Collection Services for the period of April 1, 2019 through December 31, 2019.

BACKGROUND INFORMATION: Since 2004 the City has offered a yard waste pick up for a monthly fee to residents who sign up for the program. The monthly fee consists of labor, disposal and administration and is added to the water bills of participating customers.

In 2017 a contract was awarded upon competitive bidding to Browning Ferris Industries of Ohio Inc., DBA Republic Services of Sandusky. They were the only bidder for the 2017 Yard Waste Collection at a price of \$10.80 per customer, per month. An option to extend the contract for two additional one year terms was written into the contract as an option. Browning Ferris Industries of Ohio Inc., DBA Republic Services has agreed to extend the 2017 contract for another year, continuing services through December 31, 2019, at the same price of \$10.80 per customer, per month.

The monthly fee for 2019 to the residents will stay the same at \$11.30 per customer, per month, this includes \$0.50 to cover all City administration costs. Services will remain the same as in past years with a one day per week pick up on Friday from April 1st to December 31st. Residents who participated in the 2018 program will automatically be enrolled for the 2019 program. Residents not already involved in the program can sign up with the Customer Accounting office.

BUDGETARY INFORMATION: Based on service for a one day per week pick up at \$10.80 per customer, per month and a contract for nine months, the estimated amount for 2019 Yard Waste Collection Service is \$62,694.00 based on last year's figures of 645 customers. This amount is subject to change due to additions and deletions of customers to the program. The cost of the service will be charged back to the customers in addition to a charge of \$0.50 per customer, per month for administrative costs.

ACTION REQUESTED: It is recommended that an additional one year contract extension be approved with Browning Ferris Industries of Ohio Inc., DBA Republic Services for the 2019 Yard Waste Collection Services. It is also recommended that the necessary legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter so that notification can be sent to residents who participate in the program and allow the contractor to begin the program April 1, 2019.

I concur with this recommendation:

Eric Wobser
City Manager

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



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

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

January 17, 2019

Browning Ferris Industries of Ohio, Inc.
DBA Republic Services
4005 Tiffin Ave
Sandusky, OH 44870

Re: Yard Waste Collection for the Calendar Year 2019

Dear Mr. Browning,

The contract for Yard Waste Collection was awarded to your company for the calendar year 2017. The contract allowed for the option to extend the contract for two additional one year terms. The City is interested in extending your contract for another year to continue services through December 31, 2019.

The amount listed in the 2017 contract was \$10.80 per customer per month during the yard waste season of April 1st to December 31st, with a one day per week pick up. If this extension is agreeable to you, please sign below and return this letter by mail and/or email to mstookey@ci.sandusky.oh.us.

If you have any questions, please feel free to contact me at (419) 627-5829.

Sincerely,

Aaron M. Klein, P.E.
Director

Cc: File

Acceptance of the foregoing proposal is hereby acknowledged:

By James M. Glover this 21 day of Jan 2019.

By James Glover

Title General Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT EXTENSION WITH BROWNING-FERRIS INDUSTRIES OF OHIO, INC. D.B.A. REPUBLIC SERVICES OF SANDUSKY, OHIO, FOR YARD WASTE COLLECTION SERVICE IN CALENDAR YEAR 2019 WHICH IS AVAILABLE FOR THE PERIOD OF APRIL 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, since 2004, the City has offered a yard waste collection service for a monthly fee (labor, disposal, and administration) that is added to participating customer's water and sewer bills; and

WHEREAS, this City Commission approved awarding a contract to Browning-Ferris Industries of Ohio, Inc., d.b.a. Republic Waste Services of Sandusky, Ohio, for the 2017 Yard Waste Collection Services, which included an option to extend for two (2) additional terms from April 1, 2018, through December 31, 2018, and from April 1, 2019, through December 31, 2019, by Ordinance No. 17-039, passed on February 27, 2017; and

WHEREAS, this City Commission approved a one-year contract extension with Browning-Ferris Industries of Ohio, Inc., d.b.a. Republic Waste Services of Sandusky, Ohio, for Yard Waste Collection Services the period of April 1, 2018, through December 31, 2018, by Ordinance No. 18-026, passed on February 12, 2018; and

WHEREAS, the City desires to extend the contract for the term of April 1, 2019, through December 31, 2019, at the same price of \$10.80 per customer, per month, and has been agreed to by Browning Ferris Industries of Ohio, Inc.; and

WHEREAS, the estimated cost of this program based upon service for a one (1) day per week pickup at a cost of \$10.80 per month per residence and a contract for (9) months is \$62,694.00 (based on 2018 enrollment of 645 customers) which will be charged back to the customers in addition to a charge of \$0.50 per month for administrative costs and is subject to change due to additions and deletions of customers in the program; 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 allow Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services to begin the program on April 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 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 a one (1) year contract extension with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Services of Sandusky, Ohio, for yard waste collection services in calendar year 2019 which is available for the period of April 1, 2019, through December 31, 2019, at a cost of Ten and 80/100 Dollars (\$10.80) per month per residence opting into the program. Said yard waste collection services shall be provided in accordance with the contract with Browning Ferris Industries of Ohio, Inc. d.b.a. Republic Waste Services of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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: February 11, 2019



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: January 28th, 2019

Subject: **Commission Agenda Item – Kronos Support and Maintenance 2019-2020**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for one year of support and maintenance services from immixTechnologies, Inc. of McLean, VA.

BACKGROUND INFORMATION: We rely on Kronos for our time collection inside the City. For support and updates we are required to stay current each year with our support and maintenance agreement.

Our support and maintenance provides us with technical support and software updates for our software, our time collection hardware and training to ensure we use our product in the most effective way.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 12-month period will be \$11,819.84 and will be paid with funds from the I.T Department operating budget in the amount of \$5,909.92, by the Water Fund in the amount of \$2,954.96, and by the Sewer Fund in the amount of \$2,954.96.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter in to agreement with immixTechnology, Inc. to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to ensure no break in coverage and smooth time collection for payroll.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

Sales Quotation

Don Rumbutis
City of Sandusky
222 Meigs Street
Sandusky, OH 44870
PH: 419-627-5828
drumbutis@ci.sandusky.oh.us

Contract No.: 534339

CAGE Code: 3CA29
DUNS No.: 09-869-2374
TAX ID#: 54-1912608
Terms: NET 30
FOB: Destination

Quote Number: QUO-966409-W8P9C5
Quote Date: 1/23/2019
Expiration Date: 2/22/2019

Order/Payment Address:
immixTechnology, Inc.
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611
EFT: BB&T
Routing No. 055003308

immixTechnology, Inc. Parks, Jessica
Contact:
703-677-9793 jessica.parks@immixgroup.com

Manufacturer Quote #:
Manufacturer Ref #: 6087292

Manufacturer Contact: Paquette, Mariama
978 947 7320 Mariama.Paquette@Kronos.com

| Item | Part Number | Contract | Trans Type | Product Description | Qty | Price | Extended Price |
|------|---------------|--|------------|--|-----|-----------|----------------|
| 1 | 8800175-000GM | 534339 | MNT | Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT ** | 300 | \$8.6800 | \$2,604.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 2 | 8800175-000GM | 534339 | MNT | Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT ** | 75 | \$10.4400 | \$783.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 3 | 8800175-000GM | 534339 | MNT | Gold Maintenance for Workforce Timekeeper V8 - per employee** TRUSTED PRODUCT ** | 50 | \$10.4400 | \$522.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 4 | 8800176-000GM | 534339 | MNT | Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT ** | 300 | \$3.1000 | \$930.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 5 | 8800176-000GM | 534339 | MNT | Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT ** | 75 | \$4.0700 | \$305.25 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 6 | 8800176-000GM | 534339 | MNT | Gold Maintenance for Workforce Accruals V8 - per employee** TRUSTED PRODUCT ** | 50 | \$4.0700 | \$203.50 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 7 | 8800177-000GM | 534339 | MNT | Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT ** | 250 | \$2.4200 | \$605.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 8 | 8800177-000GM | 534339 | MNT | Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT ** | 50 | \$7.0800 | \$354.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |

| Item | Part Number | Contract | Trans Type | Product Description | Qty | Price | Extended Price |
|-----------------------------|---------------|--|------------|--|-----|------------|----------------|
| 9 | 8800177-000GM | 534339 | MNT | Gold Maintenance for Workforce Employee V8 - per employee** TRUSTED PRODUCT ** | 50 | \$7.0800 | \$354.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 10 | 8800178-000GM | 534339 | MNT | Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT ** | 5 | \$96.2100 | \$481.05 |
| | | Period of Performance: 2/19/2019 to 4/23/2020. | | | | | |
| 11 | 8800178-000GM | 534339 | MNT | Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT ** | 30 | \$35.4700 | \$1,064.10 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 12 | 8800178-000GM | 534339 | MNT | Gold Maintenance for Workforce Manager V8 - per employee** TRUSTED PRODUCT ** | 5 | \$81.7400 | \$408.70 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 13 | 8800185-000GM | 534339 | MNT | Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT ** | 300 | \$2.1300 | \$639.00 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 14 | 8800185-000GM | 534339 | MNT | Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT ** | 75 | \$2.1300 | \$159.75 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| 15 | 8800185-000GM | 534339 | MNT | Gold Maintenance for Workforce Integration Manager V8 - per employee** TRUSTED PRODUCT ** | 50 | \$2.1300 | \$106.50 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| Group Total: | | | | | | | \$9,519.85 |
| 16 | 99X2800-501 | 534339 | HW MNT | Depot Exchange 4500 Numeric Bar Code 10/100 Mbit Ethernet, Exp Memory** TRUSTED PRODUCT ** | 11 | \$209.0900 | \$2,299.99 |
| | | Period of Performance: 4/24/2019 to 4/23/2020. | | | | | |
| Group Total: | | | | | | | \$2,299.99 |
| HARDWARE MAINTENANCE | | | | | | | \$2,299.99 |
| SW MAINTENANCE | | | | | | | \$9,519.85 |
| Grand Total | | | | | | | \$11,819.84 |

POP: 2/19/2019 - 4/23/2020, 4/24/2019 - 4/23/2020
Prev IM: IM87991
SID 6087292

Subject to the Terms and Conditions of Contract Number 534339.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO IMMIXTECHNOLOGY, INC., OF MCLEAN, VIRGINIA, FOR THE SUPPORT AND MAINTENANCE FEES FOR THE KRONOS WORKFORCE MANAGEMENT SYSTEM FOR THE PERIOD OF APRIL 24, 2019, THROUGH APRIL 23, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission authorized the City Manager to purchase a Kronos Workforce Management System from immixTechnology, Inc., of McLean, Virginia, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program by Ordinance No. 08-022, passed on March 24, 2008; and

WHEREAS, the City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for upgrades to the Kronos Workforce Management System by Ordinance No. 14-097, passed on August 24, 2014; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with immixTechnology, Inc., of McLean, Virginia, for services to upgrade the Kronos Workforce Management System to Kronos Workforce 8 by Ordinance No. 16-059 passed on March 28, 2016; and

WHEREAS, the Kronos Workforce Management System is used for time collection and reporting and this annual support and maintenance fee provides technical support and software updates for the software, time collection hardware and training; and

WHEREAS, immixTechnology, Inc. is a Government Solutions Provider that installed and supports our Kronos system; and

WHEREAS, the total cost of the annual support and maintenance fees for the period of April 24, 2019, through April 23, 2020, is \$11,819.84, and will be paid with funds from the Information Technology's operating budget in the amount of \$5,909.92 (50%), Water Funds in the amount of \$2,954.96 (25%), and Sewer Funds in the amount of \$2,954.96 (25%); 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 payment to be made to immixTechnology, Inc. in a timely manner and prior to April 24, 2019, when the new service period begins and to ensure there are no breaks in coverage; 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 Information Technology, 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 City Manager and/or Finance Director to make payment to immixTechnology, Inc. of McLean, Virginia, for the support and maintenance fees for the Kronos Workforce Management System for the period of April 24, 2019, through April 23, 2020, in an amount **not to exceed** Eleven Thousand Eight Hundred Nineteen and 84/100 Dollars (\$11,819.84).

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 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 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 upon its passage, and its 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: February 11, 2019



DEPARTMENT OF PUBLIC WORKS

222 Meigs Street
Sandusky, Ohio
44870

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: January 30, 2019

Subject: **Commission Agenda Item – WWTP Sludge Hauling for CY 2019**

ITEM FOR CONSIDERATION: Legislation appropriating funds for the dumping of Class B Biosolids (a.k.a. sludge cake) and dewatered combined material from the Wastewater Treatment Plant (WWTP) at the Erie County Sanitary Landfill in an amount not to exceed \$165,600.00 for CY 2019.

BACKGROUND INFORMATION: Typical daily treatment operations at the Wastewater Treatment Plant generate solids, called sludge cake, as a byproduct. In 2018, the WWTP disposed of 4,267.91 tons of material at the Erie County Sanitary Landfill.

In addition, vacuum trucks used to clean storm, sanitary and combined sewers empty their contents in a basin that allows the water to drain back into the plant for treatment while the debris, grease and solids remain. Materials from the WWTP grit removal process and grease from the scum concentrator are also allowed to separate in this same manner. In 2018, this process, called dewatering, generated approximately 275 tons of solid byproducts that were disposed of at the Erie County Sanitary Landfill.

An additional 17 tons of miscellaneous waste and dewatered and compressed solids from the WWTP bar screens or other daily operations at the plant or within the sewer maintenance department were generated in 2018.

Combined disposal costs for these materials in 2018 were approximately \$138,096.12. Materials are removed from the WWTP and transported to the Erie County Sanitary Landfill by CDL-licensed city staff, using city vehicles. This process is approved by the Ohio EPA. Sludge is considered Municipal Solid Waste (MSW). Erie County Sanitary Landfill has flow control for all MSW, meaning that the material must be hauled to and disposed of at that location. Public bidding will not be used.

The city is estimating 5,000 tons of Class B Biosolids (Sludge Cake) at \$30.00 per ton and 300 tons of dewater combined material at \$52.00 per ton will be taken to the Erie County Sanitary Landfill for disposal in 2019.

BUDGETARY INFORMATION: The estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for 2019 shall not exceed \$165,600, which will be paid out of the Contractual Services portion of the Operation and Maintenance budget through the Sewer Fund.

ACTION REQUESTED: It is recommended that legislation be approved appropriating funds to continue dumping at the Erie County Sanitary Landfill for an amount not to exceed \$165,600 for CY 2019. It is requested that legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to continue uninterrupted disposal.

I concur with this recommendation:

Eric Wobser
City Manager

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

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR THE DUMPING OF CLASS B BIOSOLIDS (A.K.A. SLUDGE CAKE) AND OTHER DEWATERED AND COMPRESSED SOLIDS FROM THE WASTEWATER TREATMENT PLANT (WWTP) AT THE ERIE COUNTY SANITARY LANDFILL FOR CY 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant generates biosolids called sludge cake along with other dewatered and compressed solid byproducts during daily operations that are disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the Erie County Sanitary Landfill has flow control for all Municipal Solid Waste (MSW), which sludge is considered, and therefore must be hauled to and disposed of at the Erie County Sanitary Landfill; and

WHEREAS, the sludge and other dewatered and compressed solid byproducts are removed from the Wastewater Treatment Plant and transported to the Erie County Sanitary Landfill by CDL-licensed City staff using City vehicles which is an approved process by the Ohio EPA and the combined disposal costs for these materials in 2018 was approximately \$138,096.12; and

WHEREAS, the estimated cost of disposal by the Wastewater Treatment Plant at the Erie County Sanitary Landfill for CY 2019 is \$165,600.00 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 appropriate funds and continue uninterrupted disposal from the Wastewater Treatment Plant; 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 authorizes and directs the City Manager and/or Finance Director to appropriate funds in an amount **not to exceed** One Hundred Sixty Five Thousand Six Hundred and 00/100 Dollars (\$165,600.00) to make timely payments for the dumping of Class B Biosolids (a.k.a. sludge cake) and

other dewatered and compressed solids from the Wastewater Treatment Plant at the Erie County Sanitary Landfill for the CY 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: February 11, 2019



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: January 30, 2019

SUBJECT: Agreement for Transportation Services – Cancer Services

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for transportation services between the City of Sandusky / Sandusky Transit System and Cancer Services.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, door-to-door transportation services to clients of Cancer Services throughout Erie County.

This contract is in effect from February 15, 2019 until December 31, 2019 at a negotiated rate of \$8.00 per passenger trip.

STS will provide Cancer Services with reports, training and information that were agreed upon in said proposed contract. Cancer Services will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2019 5311 Rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive \$8.00 per passenger trip from Cancer Services for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with Cancer Services. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed prior to the commencing date of February 15, 2019.

Nicole DeFreitas

Transit Administrator

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

cc: Kelly Kresser, Clerk of the City Commission

Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND CANCER SERVICES FOR THE PERIOD OF FEBRUARY 15, 2019, THROUGH DECEMBER 31, 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide transportation services approved by Cancer Services for program participants throughout Erie County and these services will be coordinated between Cancer Services and the Sandusky Transit System; and

WHEREAS, Cancer Services will be billed at the rate of \$8.00 per one-way trip per passenger for the period of February 15, 2019, through December 31, 2019, and this agreement is renewable for two (2) terms of one (1) year each upon mutual written agreement; 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 execute the agreement prior to the commencing date of February 15, 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 Sandusky Transit System, 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 to execute an Agreement with Cancer Services for transportation services related to the Sandusky Transit System for the period from February 15, 2019, through December 31, 2019, renewable for two (2) terms of one (1) year each, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: February 11, 2019

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Cancer Services, 505 E. Perkins Avenue, Sandusky, Ohio, 44870, sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing February 15, 2019, and continuing through December 31, 2019, and shall be renewable for two (2) terms of one (1) year each upon mutual written agreement of the parties, unless terminated earlier as hereinafter provided.

Scope of Service: STS will provide transportation services approved by Cancer Services for program participants throughout Erie County.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Cancer Services will be billed at the rate of \$8.00 per one-way trip per passenger for all service requests for all clients.

Cancer Services will be billed for transportation services rendered on a Monthly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Cancer Services staff or authorized Clients to make or cancel reservations as necessary.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of

passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.

2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following service.

Monitoring and Evaluation: STS and Cancer Services will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Cancer Services.
- The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Cancer Services will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

CITY OF SANDUSKY

CANCER SERVICES

BY:

Eric Wobser, City Manager

Peg Miller, Executive Director

Date

Date

Approved As to Form

Trevor M. Hayberger, Law Director



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462
www.ci.sandusky.oh.us

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: January 30, 2019

SUBJECT: Agreement for Out of County Transportation Services - Erie County Veterans Service Commission

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract for out of county transportation services between the City of Sandusky / Sandusky Transit System and the Erie County Veterans Service Commission

BACKGROUND INFORMATION: The Sandusky Transit System (STS) will provide safe, reliable, transportation services to Erie County Veterans, to and from locations outside of Erie County. STS drivers will wait for the clients at the designated drop-off location.

This contract is in effect from March 1, 2019 until December 31, 2020 at a negotiated rate of \$30.00 per hour and \$3.00 per mile, per passenger trip.

STS will provide The Erie County Veterans Service Commission with reports, training and information that were agreed upon in said proposed contract. The Erie County Veterans Service Commission will be invoiced and billed on a Quarterly basis and be expected to pay in a timely manner. The money received from this contract will help meet the local match to support the 2019 5311 Rural grant program to support transit in Erie County.

BUDGET IMPACT: STS will receive \$30.00 per hour and \$3.00 per mile, per passenger trip for every out of Erie County trip provided to The Erie County Veterans Service Commission for the length of the proposed contract. This money collected will be used to offset the capital planning and operating expenses through the 2019 5311 Rural grant program.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a contract for transportation services with The Erie County Veterans Service Commission. It is

further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow the agreement to be executed as soon as possible.

Nicole DeFreitas

Transit Administrator

I concur with this recommendation:

Eric Wobser

City Manager

Angela Byington

Director of Planning

cc: Kelly Kresser, Clerk of the City Commission
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR TRANSPORTATION SERVICES BETWEEN THE CITY OF SANDUSKY AND ERIE COUNTY VETERANS SERVICE COMMISSION FOR SERVICES OUTSIDE OF ERIE COUNTY FOR THE PERIOD OF MARCH 1, 2019, THROUGH DECEMBER 31, 2020; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Transit System will provide transportation services approved by Erie County Veterans Service Commission for program participants to and from locations outside of Erie County; and

WHEREAS, Erie County Veterans Service Commission will be billed for clients transported to and from locations outside of Erie County on a schedule coordinated between Erie County Veterans Service Commission and the Sandusky Transit System; and

WHEREAS, the City has contracted with Erie County Veterans Service Commission in the past for transportation services to and from the Ohio Veterans Home located at 3416 Columbus Avenue, Sandusky, and the most recently approved an agreement for services for the period of January 1, 2019, through December 31, 2019, by Ordinance No. 18-241, passed on December 21, 2018; and

WHEREAS, the Sandusky Transit System will receive \$30.00 per hour and \$3.00 per mile, per passenger trip for the period of March 1, 2019, through December 31, 2020; 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 execute the agreement prior to the commencing date of March 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 the Municipal Departments, including the Sandusky Transit System, 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 to execute an Agreement with Erie County Veterans Service Commission for transportation services related to the Sandusky Transit System outside of Erie County for the period from March 1, 2019, through December 31, 2020, substantially in the same form as reflected in

Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: February 11, 2019

TRANSPORTATION AGREEMENT

This Transportation Agreement between the City of Sandusky's Sandusky Transit System (STS) and Erie County Veterans Service Commission sets forth the terms agreed upon between the parties for provision of program eligible transportation service.

Term: The services performed under this agreement will be for the period commencing March 1, 2019, and continuing through December 31, 2020.

Scope of Service: STS will provide transportation services approved by Erie County Veterans Service Commission for program participants to and from locations outside of Erie County. STS reserves the right to deny service if the distance is over 100 miles from the STS building located at 1230 N. Depot Street.

Operating Days: Service will be available every day except Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, but subject to change.

Fare and Payment Schedule: Erie County Veterans Service Commission will be billed at the rate of \$30.00 per hour and \$3.00 per mile, per passenger trip for all service requests for all clients transported to and from locations outside of Erie County.

Erie County Veterans Service Commission will be billed for transportation services rendered on a Quarterly basis.

STS Responsibilities

1. Vehicle Operations: STS will be responsible for operations and maintenance functions as necessary to provide the highest quality service possible, including: hiring and training of drivers, supervising personnel, processing passenger reservations and preparing daily schedules, dispatching vehicles, maintaining, servicing, and repairing vehicles and equipment, and insuring vehicles, employees, and passengers.
2. Passenger Reservations and Scheduling: STS will maintain a telephone number to Erie County Veterans Service Commission staff or authorized Clients to make or cancel reservations as necessary.

Agency Responsibilities

1. Passenger Information: The following information must be provided for each individual: name; date of birth; address; telephone number; and any special accommodations that may be necessary for the comfort and convenience of

passenger. Additions or deletions to information may be communicated to STS in writing or by telephone or fax.

2. Payment for Services: Payment for transportation services provided to clients of your agency will be expected upon receipt of billing. Billing will normally be mailed by the 10th of month following the end of the quarter.

Monitoring and Evaluation: STS and Erie County Veterans Service Commission will monitor the manner in which the terms of this Agreement are being carried out and evaluate its effectiveness.

Amendments: This Agreement may be amended at any time by a written amendment signed by both parties. Reasons for amendments may include, but are not necessarily limited to, the following:

- The quality or extent of general public services furnished by STS does not meet need of Erie County Veterans Service Commission.
- The actual cost of providing service significantly increases above the originally agreed upon rates and terms.

Termination: This agreement may be terminated by either party upon ninety (90) days notice in writing provided by one party to the other. In the event that funding for the services covered in this agreement is eliminated or decreased, each party shall have a right to terminate or negotiate a modification of the scope and compensation. STS will continue to provide service until the effective date of termination, and Erie County Veterans Service Commission will make payment in accordance with the payment provisions of the Agreement for the services prior to the effective date of termination.

BY:

Eric Wobser, City Manager

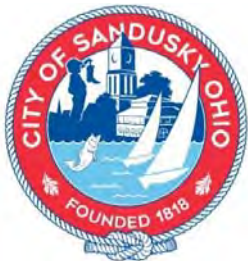
Erie County Veterans Service Commission

Date

Date

Approved As to Form

Trevor M. Hayberger, Law Director



PLANNING DEPARTMENT

Division of Transit

222 Meigs Street
Sandusky, Ohio 44870
419.621.8462

TO: Eric Wobser, City Manager

FROM: Nicole DeFreitas, Transit Administrator

DATE: January 30, 2019

SUBJECT: **First Transit Transportation Services Contract Amendment**

ITEM FOR CONSIDERATION: Legislation requesting approval for the City Manager to enter into a contract amendment to revise transportation service hours, routes and schedules, and rates between the City of Sandusky and First Transit, Inc through March 31, 2020.

BACKGROUND INFORMATION: The Sandusky Transit System (STS) wants to amend the existing contract with First Transit, Inc. to expand the service hours, routes and schedules, and rates to provide a greater service to transit riders by offering Sunday service on the Blue Line, along with the creation of a Yellow Line operating from April 1st through November 1st each year.

Service Hours: The projected service hours will increase from 11,516 hours per quarter to 12,950 hours per quarter.

Routes and Schedules: First Transit will coordinate with The City to operate routes seven days a week including the Blue Line on Sunday and a seasonal Yellow “Express” Line.

Rates: Contract rates will remain the same but will increase \$209,998 in 2019, \$215,442 in 2020 and \$222,897 in 2021 to reflect the changes in service hours and mileage.

The contract will be amended as follows:

1. That this contract shall be extended and will be in effect through March 31, 2020.
2. That all provisions of the aforesaid agreement shall remain in full force and effect.

BUDGET IMPACT:

The increase of \$209,998 in the contract for 2019 will be paid out of Transit General fund. This fund will be reimbursed through an increase in 2019 ODOT 5311 award funds in the amount of \$119,326.00 and through additional revenue generated by a \$150,000 contract with Cedar Point for transportation services.

ACTION REQUESTED: It is requested that the First Transit Contract amendment 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 immediately execute the amendment and allow the increased service hours and routes and schedule changes to go into effect at the earliest opportunity.

Nicole DeFreitas
Transit Administrator

I concur with this recommendation:

Eric Wobser
City Manager

Angela Byington
Planning Director

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director
Trevor Hayberger, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT BETWEEN THE CITY OF SANDUSKY AND FIRST TRANSIT, INC., OF CINCINNATI, OHIO, IN RELATION TO THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky is the designated recipient of Federal Transportation Administration (FTA) funding under Chapter 49, Section 5307 of the Code of Federal Regulations and the Sandusky Transit System serves the residents within the City of Sandusky, and Erie County; and

WHEREAS, this City Commission authorized and directed the City Manager to enter into a Transportation Services Agreement with First Transit, Inc., in relation to the Sandusky Transit System by Ordinance No. 17-045, passed on February 27, 2017, which was effective April 1, 2017; and

WHEREAS, the agreement provides for a three (3) year agreement commencing April 1, 2017, through March 31, 2020, with the City having the option to extend the contract for two (2) consecutive one (1) year terms beginning April 1, 2021, through March 31, 2022; and

WHEREAS, this proposed amendment will expand the service hours, routes and schedules, and rates to provide a greater service to transit riders by offering Sunday service on the Blue Line, along with the creation of a Yellow Line operating from April 1st through November 1st of each year; and

WHEREAS, the proposed changes will increase the cost of the contract by \$209,998.00 in CY 2019, \$215,442.00 in CY 2020, and \$222,897.00 in CY 2021, and the additional cost will be paid with Transit Funds and reimbursed through grant funds and revenue received from the contract with Cedar Point for transportation services; 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 immediately execute the Amendment and allow the increased service hours and routes and schedule changes to go into effect 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 Sandusky Transit System, 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 Commission hereby approves the First Amendment to

Transportation Services Agreement between the City of Sandusky and First Transit, Inc., and authorizes and directs the City Manager to execute the First Amendment to Transportation Services Agreement on behalf of the City in substantially in the same form as reflected in Exhibit "1" which is attached and specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

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: February 11, 2019

**FIRST AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF
SANDUSKY AND FIRST TRANSIT**

THIS AMENDMENT is made and entered into as of the ____ day of _____, 2019 by and between THE CITY OF SANDUSKY, with principle offices at 222 Meigs Street, Sandusky OH 44870 (the "City") and First Transit, Inc. with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, OH 45202 and local business offices for purposes of this Agreement located at 2581 Washington Road, Suite 223, Pittsburgh PA 15241 ("FT" and, collectively, the "Parties").

WITNESSETH

WHEREAS, effective March 31, 2017, the City and FT had previously made and entered into a Transportation Services Agreement for the operation of the Sandusky Transit System in Sandusky, Ohio (the "Transportation Services Agreement"); and

WHEREAS, the parties desire to amend certain portions of the Agreement;

NOW, THEREFORE, the parties mutually agree as follows:

1. **SERVICE HOURS:** Section 3.4 shall be revised as follows to reflect additional service hours required by increased routes:

"Projected Service Hours: The service shall be capped at ~~11,516~~ **12,950** hours per quarter. The quarterly cap will be strictly enforced in order to ensure the sustainability of the service. Any hours in excess of the cap, may be paid in subsequent quarters, providing the quarterly cap is not exceeded. This will allow for the optimization of the service, and account for varying service days throughout the quarter as some months may have 20 service days while others may have 23, etc. It is understood that the priority of the services is as follows:

1. Fixed Route and ADA paratransit
2. Contract dial-a-ride
3. Non-Contract dial-a-ride

It is understood that the hours between the services will fluctuate from week to week. It is anticipated that the Fixed Route will average ~~4,095~~ **5,529** service hours with the ADA paratransit and dial-a-rides to be 7,421 per quarter totaling ~~11,516~~ **12,950** quarterly. The City and FT will jointly monitor the hours spent and adjust the Dial-A-Ride service per THE CITY'S instruction so as to not exceed THE CITY'S total budgeted hours. FT shall give THE CITY at least Fifteen (15) calendar days' notice before exceeding the cap. FT shall not exceed the cap without written approval of THE CITY, said approval shall not unreasonably be withheld."

2. **ROUTES AND SCHEDULES:**

- a. **Section 5.3** shall be revised as follows:

"FT will coordinate with The City to operate routes ~~6~~ **seven (7)** days a week and during holiday periods or times of reduced services. This should occur thirty (30) calendar days in advance of such periods."

- b. **Exhibit D Transportation Schedule** shall be amended as follows to reflect the following schedule changes:

- (1) Add Sunday Service to the Blue Line, 16 Vehicle Hours of Service per Day – effective on or about February 1, 2019
- (2) Add Yellow Line Express Service, 16 Vehicle Hours of Service per Day, 7 days per week, April 1 through November 1 each year.

3. **RATES:** Exhibit C Rates shall be amended as follows to reflect the following rate changes:

| Effective Date | February 1, 2019 | April 1, 2020 | April 1, 2021 |
|----------------------------------|------------------|---------------|---------------|
| Cost Per Vehicle Hour of Service | \$28.23 | \$29.08 | \$29.97 |
| Fixed Fee Per Month | \$29,802.52 | \$28,013.13 | \$28,658.07 |

The revised cost summary pages of the contract detailing the above rates are hereby incorporated into and attached hereto as **Attachment A**.

4. **NOTICE TO PARTIES** All notices to be given by the parties to the Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to THE CITY shall be addressed to:

City of Sandusky
Attention: Nicole DeFreitas, Transit Administrator
222 Meigs St.
Sandusky, OH 44870

With a copy to:

City of Sandusky
Attention: Trevor Hayberger, Law Director
222 Meigs St.
Sandusky, OH 44870

Notices to FT shall be addressed to:

First Transit
Attention: Beverly Edwards
2581 Washington Rd., Suite 223
Pittsburgh, PA 15241

With a copy to:

General Counsel
FirstGroup America, Inc.
600 Vine Street
Suite 1400
Cincinnati, OH 45202

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

THE CITY OF SANDUSKY

FIRST TRANSIT, INC.

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Attachment A

**City of Sandusky/ Sandusky Transit System
Add Sunday Service to Blue Line Year Round
Add Yellow Express Line 7 Days Per Week April 1 through Nov 1 Each Year**

| COST SUMMARY FOR YEAR | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|---------------------------------------|--------------------|--------------------|--------------------|
| Current Price Pages | | | |
| ASSUMPTIONS: | | | |
| VEHICLE HOURS OF SERVICE | 46,067 | 46,067 | 46,067 |
| VEHICLE MILES OF SERVICE | 700,000 | 700,000 | 700,000 |
| PASSENGER TRIPS | 200,000 | 200,000 | 200,000 |
| FAREBOX REVENUE | \$200,000 | \$200,000 | \$200,000 |
| Fixed Fee Per Month | \$29,513.29 | \$27,791.54 | \$28,432.39 |
| Annual Fixed Fee | \$354,159.44 | \$333,498.46 | \$341,188.72 |
| Cost Per Vehicle Hour of Service | \$27.26 | \$28.08 | \$28.92 |
| Annual Cost Per Vehicle Service Hours | \$1,255,786 | \$1,293,561 | \$1,332,258 |
| Total Cost | \$1,609,946 | \$1,627,060 | \$1,673,446 |

Add new Yellow Line Express 7 Days Per Week, 16 Hours Per Day,
Apr 1 through Nov 1 Each Year and effective 2/1/19 add Blue Line Sunday Service
16 Hours Par Day, year round, and Adjust Hours to Reflect Current Service Levels

| COST SUMMARY FOR YEAR | <u>2019</u> | <u>2020</u> | <u>2021</u> |
|---------------------------------------|--------------------|--------------------|--------------------|
| Revised Prices Effective | 2/1/2019 | 4/1/2020 | 4/1/2021 |
| ASSUMPTIONS: | | | |
| VEHICLE HOURS OF SERVICE | 51,800 | 51,800 | 51,800 |
| VEHICLE MILES OF SERVICE | 780,176 | 780,176 | 780,176 |
| PASSENGER TRIPS | 200,000 | 200,000 | 200,000 |
| FAREBOX REVENUE | \$200,000 | \$200,000 | \$200,000 |
| Fixed Fee Per Month | \$29,802.50 | \$28,013.17 | \$28,658.08 |
| Annual Fixed Fee | \$357,630.00 | \$336,158.00 | \$343,897.00 |
| Cost Per Vehicle Hour of Service | \$28.23 | \$29.08 | \$29.97 |
| Annual Cost Per Vehicle Service Hours | \$1,462,314 | \$1,506,344 | \$1,552,446 |
| Total Cost | \$1,819,944 | \$1,842,502 | \$1,896,343 |
| Cost Increase | \$209,998 | \$215,442 | \$222,897 |



DEPARTMENT OF PUBLIC WORKS

Division of Engineering

222 Meigs Street
Sandusky, Ohio
44870
419.637.5830

To: Eric Wobser, City Manager

From: Jane E. Cullen, P.E.

Date: January 29, 2019

Subject: Commission Agenda Item – Permission to bid the Pier Track Pump Station and Farwell Pump Station Improvements Project

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City to accept bids for the Pier Track Pump Station and Farwell Pump Station Improvements Project.

BACKGROUND INFORMATION: The City of Sandusky operates a sewer pump station along the eastern side of Cedar Point Road between Cleveland Road and First Street in the eastern area of the City known as the Pier Track Pump Station. The Pier Track Pump Station was built in the late 1950's. The last major improvement that was completed on the station was in 1982 which included replacing one of the three existing pumps with a new Fairbanks Morse pump and electrical improvements.

The second sewer pump station is called Farwell and is located along Farwell Street between Second and First Streets. The original Farwell Pump Station was also built in the late 1950's. The last major improvement to the original station was completed on the station in 1982 which included replacing one of the four existing pumps with a new Fairbanks Morse pump and electrical improvements. This work was done at the same time as the Pier Track work. In 2015, the City of Sandusky began a construction contract with Underground Utilities, Inc. for the East End Sewer Improvement Project which included the new Farwell Supplemental Pump Station that is located adjacent to the original pump station. The Supplemental Pump Station increases the capacity of the overall lift station during high flows. The new generator installed with the Supplemental Pump Station Project was sized to handle both generator needs of the existing older station and the new Supplemental station. No improvements were done in 2015 on the older existing portion of the station.

The design consultant, Jones & Henry Engineers, Ltd. has prepared construction drawings and an engineer's estimate for both pump stations including upgrades and replacement of existing pumps, electrical, mechanical, structural and SCADA systems. Work at the Pier Track Pump Station includes replacement of the existing generator and perimeter fence.

These two improvements are required by the Ohio Environmental Protection Agency (EPA) per negotiations related to the CSO General Plan and detailed in the existing amendments to the City's NPDES permit.

BUDGETARY INFORMATION: The estimated cost of the project, including engineering, inspection, advertising, and miscellaneous costs is \$2,762,385.00 will be paid with Sewer Funds.

City Commission approved at the October 22, 2018 meeting, resolution number 048-18R for the city to file an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Ohio

Water Pollution Control Loan Fund (WPCLF). The loan will be used at a 0% interest rate for a maximum term of thirty (30) years.

In addition to this WPCLF loan, the City will seek appropriate reimbursement from Erie County as per the terms of the existing Sewer Services Agreement and associated amendments. Currently Erie County's share is 55% for the Farwell Pump Station and 48% for the Pier Track Pump Station.

ACTION REQUESTED: It is recommended that the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project 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 bid the project, receive competitive prices and start the construction activities this spring since it is expected to take fourteen months for substantial completion of the construction items with final completion expected in August of 2020. This schedule will allow the City of Sandusky to meet the requirements of the Ohio EPA Consent Order for planned improvements to these two pump stations. Both stations need to have the upgrades completed and operational by December 1, 2020.

I concur with this recommendation:

Eric Wobser
City Manager

Aaron M. Klein
Director of Engineering

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

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED PIER TRACK PUMP STATION AND FARWELL PUMP STATION IMPROVEMENTS PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; 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 proposed Pier Track Pump Station and Farwell Pump Station Improvements Project involves the replacement of three (3) pumps and the generator at the Pier Track Pump Station located along the eastern side of Cedar Point Road between Cleveland Road and First Street and major improvements to the Farwell Pump Station located along Farwell Street between Second Street and First Street; and

WHEREAS, the improvements to the Pier Track and Farwell Pump Stations are required by the Ohio Environment Protection Agency (OEPA) pursuant to negotiations related to the CSO General Plan; and

WHEREAS, this City Commission approved an agreement for Professional Design Services with Jones & Henry Engineers, Ltd., of Toledo, Ohio, for the Pier Track Pump Station and Farwell Pump Station Improvements Project by Ordinance No. 17-228, passed on December 11, 2017, and recently approved an amendment to the agreement for additional services by Ordinance No. 18-195, passed on October 9, 2018; and

WHEREAS, this City Commission approved the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) Program for the design and construction of the Pier Track Pump Station and Farwell Pump Station Improvements Project by Resolution No. 048-18R, passed on October 22, 2018; and

WHEREAS, the total estimated cost of this project, including engineering, inspection, advertising and miscellaneous expenses is \$2,762,385.00 and will be paid with Sewer Funds and partial reimbursement will be requested from Erie County pursuant to the Sewer Services Agreement and associated Amendments and potentially funded with a 0% interest loan through the WPCLF program if approved; 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, receive competitive prices and begin construction activities this Spring as it is expected to take fourteen (14) months for substantial completion of the construction items with final completion expected in August of 2020 which will allow the City to meet the requirements of the Ohio EPA Consent Order to have the pump stations upgraded and operational by December 1, 2020; 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 **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. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed with the proposed Pier Track Pump Station and Farwell Pump Station Improvements Project 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 Pier Track Pump Station and Farwell Pump Station Improvements Project 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: February 11, 2019



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: Jan 28th, 2019

Subject: **Commission Agenda Item –New Print Services Agreement and Lease**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to enter in to agreement with MT Business Technologies, Inc., of Avon Lake, OH, for printing services and a Lease Agreement through US Bank Equipment Finance of Marshall, MN, for a 36-month lease on four Multifunction printers.

BACKGROUND INFORMATION: We currently lease our 3 large multifunction copiers from MT Business Technologies, Inc. through US Bank Equipment Finance. The existing ones are past the end of the last lease and need to be returned. They are at the age when they spend a significant amount of time out of service.

In November of 2018, the City issued an RFP to replace our centralized copiers. The RFP closed on November 29th with three vendors responding. After review by the committee, the proposal from MT Business Technologies was selected as the lowest and best. US Bank Equipment Finance is their selected company for the lease. We will see a savings based on our current costs of \$3906.00 over the term of the contract, while also adding an additional unit.

Proposed Solution:

We will replace our older copiers with four new, high speed copiers. These copiers are being leased for the new City Hall floor plan to allow for a centralized copier on each floor, enabling us to retire our older desktop fleet as they break. Centralizing these copiers keeps our supplies cost down as desktop printers are expensive to keep online and maintain. The newer technology, along with using the same model for all four units will minimize management overhead, ensure for a smoother workflow, and minimize spares we have to keep on-hand.

BUDGETARY INFORMATION: The cost for this service for a 36-month period will be \$26,082.00 and will be paid by the IT operating budget in the amount of \$13,041.00, by the Water Fund in the amount of \$6,520.50, and by the Sewer Fund in the amount of \$6,520.50.

ACTION REQUESTED: It is recommended that the proper legislation be prepared enter into agreement with MT Business Technologies, Inc., of Avon Lake, OH, for printing services and a Lease Agreement through US Bank Equipment Finance of Marshall, MN, for a 36-month lease on four Multifunction printers. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the documents necessary for leasing the new printers and renewing services for all the City's copier & printing equipment, since the previous lease has expired, and to begin utilizing the latest technology at the earliest opportunity.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MANAGED PRINT SERVICES AGREEMENT WITH MT BUSINESS TECHNOLOGIES, INC., OF AVON LAKE, OHIO, FOR PRINTING SERVICES AND THE LEASING OF FOUR (4) NEW MULTIFUNCTION PRINTERS THROUGH U.S. BANK EQUIPMENT FINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission approved a three (3) year agreement with MT Business Technologies, Inc. of Avon Lake, Ohio, for managed print services by Ordinance No. 14-096, passed on August 25, 2014; and

WHEREAS, the City currently uses three (3) large multifunction printers from MT Business Technologies, Inc. that are aging and beginning to spend a significant amount of time out of service and since the lease on these printers has expired it is necessary to replace them; and

WHEREAS, a request for proposals (RFP) was issued on November 14, 2018, to replace the City's centralized printers and provide service for the existing copier and printing equipment in which three (3) proposals were received and reviewed by a Committee and upon completion of the evaluation process, it was determined the proposal from MT Business Technologies, Inc., was the lowest and best; and

WHEREAS, the City desires to lease four (4) new high-speed printers which will accommodate the new City Hall facility, allowing for a centralized printer on each floor, and enable the City to retire the older desktop copier and printing equipment as necessary; and

WHEREAS, the cost of leasing four (4) new multifunction printers for thirty-six (36) months is \$26,082.00 and these printers will be leased through U.S. Bank Equipment Finance and paid with funds from the Information Technology Department's operating budget in the amount of \$13,041.00, Water Funds in the amount of \$6,520.50, and Sewer Funds in the amount of \$6,520.50; 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 immediately execute the documents necessary for leasing the new printers and renewing services for all the City's copier & printing equipment, since the previous lease has expired, and to begin utilizing the latest technology 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 Information Technology 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 enter into a Managed Print Services Agreement with MT Business Technologies, Inc, of Avon Lake, Ohio, for copier and printing services, consistent with the proposal submitted by MT Business Technologies, Inc., of Avon Lake, Ohio, currently on file in the office of Information Technology, and 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 substantially adverse to the City and consistent with carrying out the terms of this Ordinance

Section 2. The City Manager is authorized and directed to enter into an agreement with U.S. Bank Equipment Finance for the leasing of four (4) multifunction printers from MT Business Technologies, Inc. of Avon Lake, Ohio, substantially in the same form as attached to this Ordinance, marked Exhibit "2", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance.

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: February 11, 2019

| | |
|-----------------------------------|------------------------------------|
| CUSTOMER INFORMATION | Date: 2/4/19 |
| Customer: CITY OF SANDUSKY | |
| Street: 222 Meigs St. | |
| City: Sandusky | State: OH ZIP: 44870 |

| | |
|---|------------------------|
| Contact: Stuart Hamilton | |
| Location: | |
| Account No. 2108230 | |
| Mono Base Rate or CPP: Addendum | Billed: Monthly |
| Color Base Rate or CPP: Addendum | Billed: Monthly |

For the terms of this contract:

- Customer refers to CITY OF SANDUSKY
- Company refers to MT Business Technologies Inc.

MT Business Technologies Inc. in consideration of your payment, plus applicable tax agrees to cover the equipment listed in the Printer Addendum with the terms and conditions set forth herein.

- Services Offered:** MT Business Technologies, Inc. agrees to provide all consumables including toner cartridges and maintenance kits, along with meter collection service, supplies management, help desk support, break/fix service, and annual equipment reporting under this cost per page agreement. Further information is provided in the Service Level Agreement document. Existing equipment, along with cost per image pricing, is listed on the Printer Addendum. A Fit For Service Evaluation will be performed on all devices during program implementation.
- Page charges:** Payments are due monthly, beginning the date the Agreement is initiated (as noted by the Agreement date below) or any later date designated by MT Business Technologies and continuing on the same day of each following month until full paid. At the end of the first year of this Agreement and once each successive twelve-month period, the page charges may be adjusted with a maximum increase of 15% of the then existing payment or charge.
- Terms:** This agreement is for a period of 36 months from the date of signature. Discounts associated with this program can only be guaranteed for the length of this original agreement. Minimum agreement length is 12 months. The Customer shall exert reasonable care in the operation and maintenance of the equipment. Initial term of this Agreement shall be for a period ending on the termination date and shall automatically renew yearly at the rate in effect at the time. This Agreement shall not be assignable or transferable by Customer without *Company's* prior written notification. *Company* may terminate coverage for individual devices sold or transferred to a third party, and upon either event, all remaining associated payments shall become immediately due and owing on that equipment. *Company* reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service for each device that is relocated outside of the *Company's* servicing area. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer (thirty (30) day advance written notice required), all remaining charges shall become immediately due and owing. If this Agreement is calculated on a price-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, and multiplied by the remaining months of the Agreement or 12 months, whichever is less.
- Service Calls:** Service calls shall be made during the *Company's* regular business hours – Monday through Friday, 8:00 a.m. – 5:00 p.m. EST, excluding holidays. Emergency after hours service calls are excluded from coverage under this agreement and subject to additional charges. After hours arrangements must be coordinated in advance.
- Equipment Damage and Supplies:** All network and software support beyond the initial installation will be chargeable at *Company's* standard time and materials rates. Service calls for operator functions (adding or changing supplies, auto-gradation/color calibration, removing misfeeds, or any other Customer responsibility) may be subject to time-and-material rates. Additional chargeable services include, but are not limited to: (A) Repairs resulting from causes other than normal use: Customer's willful act - negligence or misuse; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes, (B) Subsequent repairs made when personnel, other than those of *Company* or its assigned Servicing *Company*, perform service, (C) Transportation and relocation - repairs resulting from unauthorized relocation by client of equipment, or by anyone other than *Company* or its assigned Servicing *Company*; and to invoice Customer any and all remaining payments applicable to the damaged device, (D) Shop reconditioning or modification to Equipment, except as specified by *Company's* Technical Service Department, to assure greater performance of the Equipment, and (E) Changes to or within client's network, services, and/or relocation of the device or change of IP or network address, upgrades to software, or operating system. All of the foregoing shall be invoiced in accordance with the rates currently in effect. *Company* shall have full and free access to the equipment to provide service thereon. The *Company* shall not be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
- End of Life:** When, in the *Company's* opinion, the Equipment becomes of advanced age, the cost of service exceeds the replacement value of the device, or its usage exceeds manufacturer's specifications and cannot be maintained in good working order through *Company's* routine preventive maintenance service, the *Company* may deem the device as non-repairable. Toner may be provided while the equipment continues to perform, however, device disposal will be recommended when service is required. *Company* shall have the right to terminate service for such device under this Agreement. Removed parts replaced by *Company* shall become property of *Company*.
- Warranties:** With respect to the parts and service furnished hereunder, *Company* makes no warranties, express or implied. The only warranties are those warranties expressly made by the Manufacturers of such parts, and *Company* expressly excludes all warranties of merchantability or fitness for any particular purpose.
- Freight:** A freight charge may be applied to cover the shipping cost for supplies and parts. In the event that a customer requires overnight shipping of supply or maintenance items, the customer will be billed the actual cost of overnight shipping charges.
- Payments:** *Company* reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. The payment terms are Net 30 days from date of the invoice with a 60 day opportunity to cure. Customer shall be liable for all payments that are unpaid or the reasonable cost of all services completed by the *Company* for the benefit of the customer, whichever is greater. If Customer breaches any term or condition of this Agreement,
- Equipment:** In order to more effectively manage your output environment, *Company* strongly recommends that Client/Customer purchase any new output devices from *Company*. Printers purchased from MT Business Technologies will have the option to be added to the current Agreement.
- Client Requirements:** (1) To begin automated toner replenishment, it is required that all consumables have a level equal to or greater than 25%. The client is responsible for providing the initial consumables if levels are below the required percentage rate on the contract start date. (2) the client is responsible for the stability of the Meter Collection Service which provides critical device information through the network. All automated services are dependent upon a network connection. If a device(s) fails to report through the network, MT Business Technologies may remove this device(s) from the agreement.

CUSTOMER APPROVAL

Signature:

X

Print Name:

X

Date:



Service Level Agreement

Your Managed Print Services Agreement with MT Business Technologies includes coverage for maintenance (from 8 a.m. to 5 p.m. local time), except weekends and holidays ("Regular Service Hours"), inspection, adjustment and parts replacement for proper operation, and toner for covered equipment.

Following is an outline of service and support parameters.

- **Fit For Service.** A Fit For Service Evaluation will be performed on your equipment to insure it meets specifications for supply levels and serviceability. The evaluation includes but is not limited to; lifetime meter, serial number integrity, error messages and supply levels verification.
- **Beginning Toner and Maintenance Kit Levels.** Toner and Consumables levels must be at 25% level or higher to begin the Program. On any devices below that level, you will need to provide the supply item from your own existing inventory or purchase outright. Upon request, MT Business Technologies will provide required supplies at significantly discounted prices. Supplies or service for this equipment will not be provided at no charge until the toner and consumables are brought to the appropriate levels.
- **Toner with identification labels.** All equipment capable of using toner and consumables supplied by MT Business Technologies must be inventoried in the implementation process. Each toner cartridge provided for covered equipment will be labeled with the ID# of the intended device. Toner that is utilized in an unintended device may generate an invoice if the device is not covered under the Managed Print Agreement.
- **Lost or Misplaced Toner.** MT Business Technologies is not responsible for toner that is lost or misplaced at your facility. The UPS or FedEx tracking will validate shipments have been received. Requests for replacement may be subject to additional charges.
- **Back Up Toner.** If you currently have back up toner on hand for your printers, you will continue to maintain this inventory as replacement toner is shipped automatically when levels run low. Should you require additional toner outside of what is shipped automatically, additional charges may apply.
- **Definition of Services Provided.** MT Business Technologies will perform break/ fix repairs involving worn equipment components that have failed during ordinary use of the equipment under normal operating conditions (trays, covers, accessories, glass parts and power cords are not covered). This Agreement does not cover after-hours service, shop overhauls, and service made necessary by accident, fire, water, power surges or natural disasters. This agreement does not cover Machine installation, network setup or features and parts not supplied by the original manufacturer.
- **End of Life.** HP and other Manufacturer's typically guarantee parts availability for seven (7) years after the model's introduction date. When the equipment becomes of advanced age, its usage exceeds manufacturer's specifications, and cannot be maintained in good working order through MT's routine preventive maintenance service, the device may be deemed as non-repairable. When a device is no longer able to be supported, MT Business Technologies will provide purchase recommendations for device replacement.
- **Toner Only Coverage.** As devices age, parts used for repairs become limited. Additionally, models that are marketed for single users (not workgroup) may not be designed for break/fix service and are considered disposable. These devices will be categorized as Toner Only Coverage. MT Business Technologies will provide applicable toner, but no service or parts. If a service issue arises, MT Business Technologies will recommend replacement or elimination of the device.
- **Response Time.** MT Business Technologies will respond to service requests within 8 (eight) business hours. *Customers may call our customer care center 8:00AM to 5:00 PM Eastern Time or log on to My Printer Manager web portal 24 hours a day, 7 days a week to enter a service request.*
- **Authorized Maintenance Providers.** MT Business Technologies may authorize approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the equipment outside of MT's service territory.
- **Additional Equipment.** It is important that you notify MT Business Technologies promptly upon installing any additional equipment at your site capable of using MT supplied toner and consumables. Additionally, ID# labels are nontransferable from one printer to another.
- **Page Coverage.** Toner and consumables (i.e. Maintenance Kits, Fusers, etc.) will be provided for average production of pages up to 5% coverage on mono devices and 20% total additive page coverage on color pages. Supplies required for average production in excess of the 5% (mono) and 20% (color) page coverage will be invoiced separately.
- **You Grant Permission to Install and Maintain Meter Management Software.** MT Business Technologies provides software that enables meter collection and toner management for your equipment. Under no circumstances will the meter collection software provide MT Business Technologies with access to your proprietary information other than data directly related to this Agreement. You agree to not delete or remove the software or to alter, modify or otherwise render it unusable during the term of this Agreement. If you disagree, MT Business Technologies retains the right to charge the prevailing hourly billable rate for labor required to obtain meter readings, per meter reading cycle.
- **Software.** Performance issues related to Software and/or connectivity are not covered under the terms of this Agreement. Any warranties related to Software will be those offered by the manufacturer and will be passed directly to the user.
- **Software/Hardware.** Connectivity and performance issues related to Software and non-standard hardware are not covered under the terms of this Agreement. Any warranties related to these solutions, which include but are not be limited to: HP Digital Sending Software, Web Jet Admin, Auto Store, any OCR software, computers and scanners, will be those offered by the manufacturer and passed directly to the user.

Client's Signature: _____ Date: _____

Customer Type: Existing

Order Type: **Lease**

Contract # _____

| | | | |
|-----------------------------|------------------------------------|---------------|----------------------|
| SHIP TO: | Customer No.: | | |
| Customer: | CITY OF SANDUSKY | | |
| Department/Division: | | | |
| PO Box: | | | |
| Street: | 222 Meigs Street | | |
| City: | Sandusky | State: | OH ZIP: 44870 |
| Phone: | (419) 627-5827 | Fax: | |
| Contact: | Stuart Hamilton | | |
| Email: | shamilton@ci.sandusky.oh.us | | |

| | | |
|---|----------------------|-------------------|
| INVOICE TO: | Customer No.: | |
| Customer: CITY OF SANDUSKY | | |
| Department/Division: | | |
| PO Box: | | |
| Street: 222 Meigs Street | | |
| City: Sandusky | State: OH | ZIP: 44870 |
| Phone: (419) 627-5827 | Fax: | |
| Contact: Accounts Payable | | |
| Email: accountspayable@ci.sandusky.oh.us | | |

EQUIPMENT

[illegible]

SALES INFORMATION

Account No.: Purchase off copy service

| | | | | | |
|--------------------------|--|--------------------------|--|--|--|
| Sold Date: _____ | | P.O. No. _____ | | Fed Tax ID #: _____ | |
| Start Date: _____ | | Contract Term: <u>36</u> | | Taxable? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | |
| Lease Company: U.S. Bank | | Estimated Volume | | | |

PLACEMENT TYPE New: ☐ Placement ☐ Replacement C/S: ☐ New ☐ Addition ☐ Upgrade ☐ Renewal

RETURNED EQUIPMENT

| MAKE/MODEL/ACCESSORIES | SERIAL NO. or ID | MAKE/MODEL/ACCESSORIES | SERIAL NO. or ID | MAKE/MODEL/ACCESSORIES | SERIAL NO. or ID |
|------------------------|------------------|------------------------|------------------|------------------------|------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Returned Equipment is: _____

DEMO, Loaner, Leased Equipment, MT Business Technologies, Inc. (MTBT) is and will remain the owner of the equipment. The customer agrees to return the equipment to MTBT upon demand. While in the possession of the customer, the customer assume all liability for the theft, loss, or damage to the equipment, and agrees to reimburse MTBT for any loss or damage incurred during the loan period, normal wear and tear is expected. Purchased good remain the personal property of MTBT until final payment is made. MTBT retains a vendor's lien and has a secured interest in the purchased goods until all terms and conditions hereunder are satisfied.

MT BUSINESS TECHNOLOGIES
SALES ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Company and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell and Customer hereby accepts to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products.

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.

c) A **RENTAL** of Products. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. **Acceptance and Non-Cancellation.** This Agreement shall become binding upon the Customer's execution and may not be cancelled or altered thereafter without the Company's written consent.

4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.

5. **Payment and Late Fees.** Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 5.

6. **Taxes.** Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company income.

7. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.

8. **Default.** If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, Company may terminate this Agreement.

9. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of its use, ownership, possession, or financing, of the Products (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 shall survive termination of this Agreement.

10. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY PRODUCTS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH PRODUCTS PROVIDED UNDER THIS AGREEMENT.**

11. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Products under this Agreement (and the associated delivery and installation) shall not exceed the amount paid by Customer for the Products which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs of downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

12. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software"), provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by click wrap/shrink wrap licenses or a separate contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

13. **Governing Law.** This Agreement shall be governed by the laws of the state of Ohio without regard to the conflict of laws or principles of such states.

14. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

15. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

16. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

17. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE ACQUISITION OF THE PRODUCTS FROM COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASE OR RENTAL AGREEMENT, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY OR ANY THIRD PARTY REGARDING THE PRODUCTS.

Customer Approval: **X**

Print Name: Eric Wobser

Title: City Manager

Date:

Sales Rep: **X**

Print Name: KRAIG HOFFMANN

Employee Number:

Date:



Business
Technologies, Inc.

SALES ORDER ADDENDUM

Page 1

[illegible]

Customer Approval: _____

Date: _____

MANAGED PRINT SERVICES AGREEMENT - PRINTER ADDENDUM

| MODEL | NEW LOCATION 1 | LOCATION 2 | SHIP TO COMPANY NAME | ADDRESS 1 | CITY | STATE | ZIP | OEM, COMPATIBLE OR MICR | AVERAGE MONTHLY VOLUME (MONO) | AVERAGE MONTHLY VOLUME (COLOR) | PRICE PER PAGE (MONO) | PRICE PER PAGE (COLOR) | ESTIMATED MONTHLY SPEND | INTERNAL USE | COVERAGE |
|-------------------------------|---------------------------------|----------------------------------|----------------------|---------------|----------|-------|-------|-------------------------|-------------------------------|--------------------------------|-----------------------|------------------------|-------------------------|--------------|---------------|
| New 577 | New City Hall Will Purchase 577 | CB- Building Dept. | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 854 | | \$0.012 | \$0.0625 | \$10.25 | Alert | Supplies Only |
| New HP Billing MFP E62575 | New City Hall CAO | CB- CAO | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 12000 | | \$0.0095 | | \$114.00 | Alert | Full |
| HP Officejet Pro X576dw | BIWW- Water Distribution Office | CB- City Manager Office | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 412 | 752 | \$0.012 | \$0.0625 | \$51.94 | Alert | Supplies Only |
| HP Officejet Pro X576dw | New City Hall | CB- Community Development | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 387 | 163 | \$0.012 | \$0.0625 | \$14.83 | Alert | Supplies Only |
| HP Officejet Pro X576dw | New City Hall | CB- Engineering | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1747 | 445 | \$0.012 | \$0.0625 | \$48.78 | Alert | Supplies Only |
| HP Laserjet M602x | NCH CAO | CB- CAO | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 11612 | | \$0.005 | | \$54.30 | HP Advantage | Supplies Only |
| New 577 | New City Hall | CB- Finance Dept. | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1000 | 1000 | \$0.012 | \$0.0625 | \$74.50 | Alert | Supplies Only |
| HP Laserjet 4100 | New City Hall | CB- Finance Dept. (Check Signer) | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 398 | | \$0.009 | | \$3.49 | HP Advantage | Supplies Only |
| New 577 | New City Hall Will Purchase 577 | CB- Human Resources - Fax | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 731 | | \$0.012 | \$0.0625 | \$8.77 | Alert | Supplies Only |
| HP Officejet Pro X576dw | CB- Prosecutor (Scan, Fax) | CB- IT Dept. (Extra Tray) | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1168 | 1263 | \$0.012 | \$0.0625 | \$92.95 | Alert | Supplies Only |
| HP Laserjet CP4025n | New City Hall | CB- Law Dept. | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1079 | 1261 | \$0.011 | \$0.039 | \$61.23 | HP Advantage | Supplies Only |
| HP Pagewide Pro 577dw | New City Hall | CB- Community Dvlpmnt. - Matt L | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 937 | 1351 | \$0.012 | \$0.0625 | \$95.68 | Alert | Supplies Only |
| New 577 | | Cemetery | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 200 | 200 | \$0.012 | \$0.0625 | \$14.90 | Alert | Supplies Only |
| HP Officejet Pro X576dw | BIWW- Control Rm | Community Dvlpmnt. - Angie B | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 140 | 43 | \$0.012 | \$0.0625 | \$4.37 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Fire #1 Resource Room | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 629 | 357 | \$0.012 | \$0.0625 | \$29.86 | Alert | Supplies Only |
| Konica Minolta Magicolor 4650 | Diane | Fire #1 Diane Office | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 391 | | \$0.013 | \$0.0625 | \$5.20 | | Supplies Only |
| HP Officejet Pro X576dw | | Fire #3 Office | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 149 | 210 | \$0.012 | \$0.0625 | \$14.91 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Fire #7 Day Room | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 66 | 74 | \$0.012 | \$0.0625 | \$5.42 | Alert | Supplies Only |
| HP 577 | | Greenhouse | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 235 | 45 | \$0.012 | \$0.0625 | \$5.63 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Police - Detective Bureau | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1079 | 1604 | \$0.012 | \$0.0625 | \$113.20 | Alert | Supplies Only |
| HP Laserjet M608dn | | Police - Detective Bureau | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 2833 | | \$0.010 | | \$28.33 | Alert | Full |
| HP Laserjet M608dn | | Police - OIC | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 13936 | | \$0.010 | | \$139.36 | Alert | Full |
| HP Officejet Pro X576dw | | Service Center - Fleet | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 152 | 309 | \$0.012 | \$0.0625 | \$21.14 | Alert | Supplies Only |
| New 577 | Will Purchase 577 | Service Center - Melissa V | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 219 | 143 | \$0.012 | \$0.0625 | \$11.57 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Service Center - Street Dept. | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 429 | 151 | \$0.012 | \$0.0625 | \$14.59 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Service Center - Todd Gibson | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 10 | 74 | \$0.012 | \$0.0625 | \$4.75 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Sewer - Control Room | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 107 | 101 | \$0.012 | \$0.0625 | \$7.60 | Alert | Supplies Only |
| HP 577 | | Sewer - Maintenance Office | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 1000 | 500 | \$0.012 | \$0.0625 | \$43.25 | Alert | Supplies Only |
| HP Officejet Pro X576dw | | Sewer - Rob Glovinsky | City of Sandusky | 222 Meigs St. | Sandusky | OH | 44870 | OEM | 209 | 102 | \$0.012 | \$0.0625 | \$8.88 | Alert | Supplies Only |

Customer Signature: _____

Date: _____



APPLICATION NO.

2458182

AGREEMENT NO.

Supplier:



1150 National Parkway
Mansfield, OH 44906
(P) 419-529-6100
(F) 419.529.3903

EQUIPMENT FINANCE

Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

| | | | | |
|--|-------|-------|-----------------------------------|-----|
| FULL LEGAL NAME | | | STREET ADDRESS | |
| CITY OF SANDUSKY | | | 222 Meigs Street | |
| CITY | STATE | ZIP | PHONE | FAX |
| Sandusky | OH | 44870 | (419) 627-5827 | |
| BILLING NAME (IF DIFFERENT FROM ABOVE) | | | BILLING STREET ADDRESS | |
| | | | Billing Contact: Accounts Payable | |
| CITY | STATE | ZIP | E-MAIL | |
| | | | accountspayable@ci.sandusky.oh.us | |
| EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) | | | | |

EQUIPMENT DESCRIPTION

| | | |
|------------------------|------------|----------------|
| MAKE/MODEL/ACCESSORIES | SERIAL NO. | STARTING METER |
| Xerox AltaLink C8045H2 | | |
| Xerox AltaLink C8045H2 | | |
| Xerox AltaLink C8045H2 | | |
| Xerox AltaLink C8045H2 | | |

Together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A☐ See attached Billing Schedule

PAYMENT & TERM INFORMATION

36 ** Payments* of \$ 724.50 **plus any transition period outlined in Section 1 *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

| | | | | | | |
|------------------|------|------------------------|-----------------|---------|--------------|------------------|
| Payment includes | none | B&W Pages per month | Overages billed | Monthly | at \$ 0.0063 | per B&W page* |
| Payment includes | none | Color Pages per month | Overages billed | Monthly | at \$ 0.034 | per Color page* |
| Payment includes | None | B&W Prints per month | Overages billed | Monthly | at \$ N/A | per B&W print* |
| Payment includes | None | Color Prints per month | Overages billed | Monthly | at \$ N/A | per Color print* |

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

| | | | |
|-----------------------------|-----------|-------|-------|
| U.S. Bank Equipment Finance | | | |
| LESSOR | SIGNATURE | TITLE | DATED |

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

| | | | |
|--------------------------------|-----------|-------|-------|
| CITY OF SANDUSKY | X | | |
| CUSTOMER (as referenced above) | SIGNATURE | TITLE | DATED |

- Eric Wobser, City Manager

FEDERAL TAX I.D. # PRINT NAME

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf. You agree to pay us a fee of \$35.00 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$99.00 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT #
2458182

Addendum to Agreement # 2458182, dated _____, between City of Sandusky, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You accept responsibility for your own tortious acts and accept responsibility for any and all claims, loss, liability, demands, damages, or any other financial demands due to your own negligence or the negligence of your agents or employees while in the performance of their duties or assignments resulting in or growing out of injury or claim of injury to persons or property caused or claimed to be caused by the existence, condition, maintenance, use, operation or removal of the Equipment."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby removed in its entirety.

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state of Ohio. You consent to jurisdiction and venue of any state or federal court in the state of Ohio and waive the defense of inconvenient forum."

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 13. MAINTENANCE AND SUPPLIES:

The last sentence has been modified to read as follows:

"At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 10% of the existing payment or charge."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

City of Sandusky

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #
2458182

Re: Lease Agreement # 2458182
, between CITY OF SANDUSKY
, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association,
("U.S. Bank Equipment Finance"), as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

CITY OF SANDUSKY
Customer

Signature

Title Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE



ADMINISTRATIVE SERVICES

222 Meigs Street
Sandusky, Ohio 44870
Phone: 419-627-5969
shamilton@ci.sandusky.oh.us

To: Eric Wobser, City Manager

From: Stuart Hamilton

Date: Jan 23rd, 2019

Subject: **Commission Agenda Item –Internet and Phone Service 3 Year Contract.**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the City Manager to purchase Internet and phone service from Ohio Telecom of Port Clinton, Ohio, for a 36-month period.

BACKGROUND INFORMATION: We are currently running on a month to month contract on both our single Direct Internet Access (DIA) and our phone lines (PRI). The total cost for this service is currently \$1860.00 a month for both. The current speed of our Internet connection is 20mb which is fully utilized on a daily basis.

In December of 2018, the City issued an RFP to replace our existing circuits. This RFP was issued to local entities to bid on and closed on January 8th, 2019. The City received one proposal, and the proposal from Ohio Telecom was selected by the review committee as the lowest and best based upon the proposers experience and past performances and excellent pricing terms.

Proposed Solution:

To enter in to a new 3-year agreement to provide a 100mb circuit for City Hall, a 100mb circuit for the Police Department and a new PRI circuit. These improved circuits will cost us \$1,605 a month, showing a saving of \$8,800 over the term of the contract from current costs. On top of the financial savings, we are going from one DIA to two DIA's and increasing our speed fivefold and these circuits are variable, so should we need to increase the speed over the term of the contract, we can.

BUDGETARY INFORMATION: The contract cost for a 36-month period will be \$57,780, and will be paid by the IT Department operating budget in the amount of \$28,890, by the Water Fund in the amount of \$14,445 and by the Sewer Fund in the amount of \$14,445.

ACTION REQUESTED: It is recommended that the proper legislation be prepared for the purchase of 36 months of Internet and phone service from Insight Ohio Telecom. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter in order to immediately execute the contract to maximize our savings and utilize the increased internet speed at the earliest opportunity.

I concur with this recommendation:

Eric Wobser, City Manager

Stuart Hamilton, I.T Manager

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH OHIO TELECOM, INC., OF PORT CLINTON, OHIO, FOR INTERNET AND TELEPHONE SERVICES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved contracts with Ohio Telecom, Inc. of Port Clinton, Ohio, for the purchase of a 20mb fiber connection for internet service by Ordinance No. 13-049, and for telephone services to maintain two (2) primary rate ISDN (PRI) circuits by Ordinance No. 13-050, passed on May 13, 2013; and

WHEREAS, the City is currently contracting internet and telephone services on a month-to-month basis costing \$1,860.00 per month; and

WHEREAS, a request for proposals (RFP) was issued on December 21, 2018, for Direct Internet Access (DIA) and Primary Rate ISDN (PRI) telephone services in which one (1) proposal was received and evaluated by a selection committee and based upon the proposers experience and past performances, it was determined the proposal of Ohio Telecom, Inc., of Port Clinton, Ohio, was the lowest and best; and

WHEREAS, Ohio Telecom, Inc. will be providing a 100mb circuit for City Hall, a 100mb circuit for the Police Department, and an additional PRI circuit for telephone services and increasing the DIA from one to two (2) DIA's increasing the internet speed and allowing further increased speed over the term of the contract if needed; and

WHEREAS, the cost for the internet and telephone services is \$1,605.00 per month for an annual cost of \$19,260.00 and a total three (3) year cost of \$57,780.00 of which \$28,890.00 will be paid with funds from the Information Technology Department's operating budget, \$14,445.00 will be paid with Water Funds, and \$14,445.00 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 immediately execute the contract to maximize the cost savings and utilize the increased internet speed 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 Department of Information Technology, 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 a

three (3) year contract with Ohio Telecom, Inc., of Port Clinton, Ohio, for internet and telephone services, 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, at an amount **not to exceed** One Thousand Six Hundred Five and 00/100 Dollars (\$1,605.00) per month for an annual amount **not to exceed** Nineteen Thousand Two Hundred Sixty and 00/100 Dollars (\$19,260.00).

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: February 11, 2019



This agreement for the provision of Internet Access is entered into as of this _____ day of _____ 2019, by and between Ohio Telecom, Inc. (Provider) located at 115 W 2nd St. Port Clinton, OH 43452 and ___City of Sandusky_____ (Customer) located at ___222 Meigs St. Sandusky, OH 44870_____.

TERM AND RENEWAL

The term of this agreement is 36 months. Billing will begin upon circuit turn up and continue for 36 months. After completion of the initial service period the circuit will continue to be billed month to month, as proposed in Exhibit A.

PERFORMANCE

Provider shall furnish Customer Internet services as further described in attached Exhibit A.

CHARGES AND PAYMENT

Customer agrees to be solely responsible to Provider for all reasonable and industry-consistent charges billed by Provider for Services provided to customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on a monthly basis.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within 30 days of the date on the Customer's receipt invoice. Late payments shall be subject to a service charge of three percent (3%) on all outstanding balances after ninety (90) days unless expressly waived by the Provider in writing. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than (90) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

Provider shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following:

- 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions, or negligence of Customer, its personnel, employees, agents or users; 2)
- Provider shall not be liable for failure to perform if such failure is caused by acts of God,

wind, fire, floods, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to Provider's Service or other event(s) not reasonably within the control of the Provider. Provider liability for failure to provide Services that are deemed to be outside of the exclusions listed above will be compensated via a per diem calculation of the monthly service fee for any days without Service.

NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Ohio Telecom, Inc.
Address: 115 W 2nd St
City/State/Zip: Port Clinton, OH 43452
Phone: 419-734-2369
Fax: 419-301-0001

2. If to Customer:

Name:
Address:
City/State/Zip:
Phone:
Fax:

B. GENERAL PROVISIONS

- a. **Successors and Assigns.** This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.
- b. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions(s) of this Agreement shall not be construed to be a waiver of any provisions(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

- c. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- d. **Rights of person Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto
- e. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- f. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- g. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- h. **Compliance with law.** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- i. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable.

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER:

Printed name of Customer

Signature

Date

Printed name of Signor

PROVIDER:

Ohio Telecom, Inc.

Printed name of Provider

Signature of Provider

Date

Printed name of Provider

EXHIBIT A FIBER INTERNET SERVICES

This exhibit is hereby made part of the Internet Services Agreement (the "Agreement") entered between Ohio Telecom, Inc. ("Provider") and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

1. Services

The services provided and their costs are set forth on Schedule 1 (below) and incorporated herein by reference.

2. Additional Charges

Customer agrees to pay Provider for any installation cost, if incurred, as a result of providing Services to Customer.

3. Providers Obligations

- a. Provider will plan and coordinate all activities incidental to the implementation of the services.
- b. Provider will assume all responsibilities for the equipment and facilities which provide physical connection to the Customer Demarcation.

4. Customer's Obligations

- a. Customer will assume all responsibilities for all local area networks (LAN) connected to the service. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
- b. Customer will provide Provider with appropriate and sufficient space and electrical power to facilitate the service installation.

SCHEDULE 1

Locations:

222 Meigs St
Sandusky, OH 44870

240 Columbus Ave
Sandusky, OH 44870

| | | |
|---|---|------------|
| 100M Internet connection delivered over dedicated fiber to each | 2 | \$510.00 |
| Location above. Includes existing IP range | | |
| | | |
| Primary Rate ISDN (23 channels) Includes LD in U.S. & Canada | 1 | \$585.00 |
| | | |
| | | |
| Total Monthly | | \$1,605.00 |

Service pricing does not include sales tax or any other tax or government fees that may be required now or in the future.