

SANDUSKY CITY COMMISSION REGULAR SESSION AGENDA JUNE 26, 2023 AT 5 P.M. CITY HALL, 240 COLUMBUS AVENUE

INVOCATION Mr. Waddington

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL S. Poggiali, D. Waddington, B. Harris, M. Meinzer, W. Poole, D. Murray, D. Brady

APPROVAL OF MINUTES June 12, 2023 Regular Meeting

AUDIENCE PARTICIPATION

PRESENTATION Recreation Center, Brandstetter-Carroll, Nancy Nozik **COMMUNICATIONS** Motion to accept all communications submitted below.

CURRENT BUSINESS

CONSENT AGENDA

ITEM A – Submitted by Debi Eversole, Housing Development Specialist

APPROVAL FOR LAND BANK PURCHASE & SALE AGREEMENT FOR 8 PARCELS WITH HABITAT FOR HUMANITY Budgetary Information: The purchase price for the parcels is eight thousand one hundred (\$8,100.00) dollars

plus closing costs. Any costs and expenses associated with the acquisition and transfer of these parcels and purchase & sale agreement will be recouped by the City from the sale.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring that certain real property owned by the City as part of the Land Reutilization Program identified as Parcel Nos. 58-02075.000, 58-01076.000, 58-01136.000, 57-01928.000, 57-01070.000, 57-04868.000, 58-00369.000, and 58-00370.000 located at Clay Street, Camp Street, Harrison Street, Warren Street, Reese Street, and Mills Street are no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

REGULAR AGENDA

ITEM 1 – Submitted by Nicole Grohe, Community Development Program Administrator

APPROVAL FOR MOU WITH ERIE COUNTY HEALTH DEPARTMENT

<u>Budgetary Information:</u> The city will receive \$42,530 for the demolition from the Erie County Health Department. The funds will go into the CDBG program income account once received.

ORDINANCE NO. ____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Board of Health for utilizing Ohio Lead Safe Home Funds for the demolition of three (3) condemned residential structures in the City of Sandusky; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 2 – Submitted by Nicole Grohe, Community Development Program Administrator

APPROVAL OF CHANGE ORDER 1 & FINAL FOR CDBG FY21 DEMOLITION PROJECT #5

<u>Budgetary Information</u>: The original contract not to exceed was \$145,300.00. The final contract amount is \$165,775.93, with the additional funds of \$20,475.93 being paid for with FY21 Community Development Block Grant (CDBG) funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to approve the first & final change order for work performed by Ed Burdue & Company of Sandusky, Ohio, for the CDBG FY21 Demolition Project #5 in the amount of \$20,475.93; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 3 – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

APPROVAL FOR FLEET TO PURCHASE TRUCK FROM NATIONAL AUTO FLEET GROUP

<u>Budgetary Information:</u> The cost of this purchase is \$44,810.43, which is \$176.36 more than the estimated quote provided to the City Commission and will be paid for with Capital Improvement Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed declaring a 1991 GMC C3500 truck, as unnecessary and unfit for City use pursuant to Section 25 of the City Charter; authorizing and directing the City Manager to purchase a 2024 Chevrolet 3500HD Cab & Chassis truck from National Auto Fleet Group of Watsonville, California, for the Fleet Maintenance Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 4 – Submitted by Troy Vaccaro, Fleet Maintenance Chief Foreman

APPROVAL FOR FLEET TO PURCHASE TWO SUV'S FROM NATIONAL AUTO FLEET GROUP

Budgetary Information: The cost of this purchase is \$58,063.22. The car for the Police Department will be paid for with Law Enforcement Funds and the City Manager's car will be paid with Capital Improvement Funds. The cost of each car is \$29,031.61.

ORDINANCE NO. _ ___: It is requested an ordinance be passed authorizing and directing the City Manager to purchase two (2) 2024 Chevrolet Equinox Sport Utility vehicles from National Auto Fleet Group of Watsonville, California, through the Sourcewell Cooperative Purchasing Program for the Police Department and City Manager's Office; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 5 – Submitted by Aaron Klein, Public Works Director

AMENDING ORDINANCE 23-007 AWARDING MILLS STREET HRT PROJECT - FUNDING SPLITS

<u>Budgetary Information:</u> The total construction cost of \$33,570,075 has not changed. The HRT- related cost shall be paid with funds made available through the low-interest loan from the Ohio Water Pollution Loan Fund, a portion of which will be reimbursed by Erie County pursuant to the Sewer Services Agreement. The recreation piece of the project shall be paid fully with City funds allocated as \$350,000 ARPA funds and \$150,000 Capital Projects Funds.

__: It is requested an ordinance be passed amending Ordinance No. 23-007, passed on ORDINANCE NO. January 9, 2023; authorizing and directing the City Manager to enter into a contract with the Great Lakes Construction Co. of Hinckley, Ohio, for the Mills Street High-Rate Treatment Project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 6 – Submitted by Megan Stookey, Project Manager

APPROVAL FOR PURCHASE OF JUSTICE CENTER FURNITURE FROM OSUPPLIES

Budgetary Information: The cost for the purchase and installation of new office furniture for the Justice Center facility shall not exceed \$334,675.83 and be paid for using the Capital Projects Fund.

_: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to STS Offerings, LTD., D.B.A. Osupplies.com of Sandusky, Ohio, for the purchase and installation of new office furniture for the Justice Center Facility; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

ITEM 7 - Submitted by Mario D'Amico, Fire Chief

APPROVAL FOR AGREEMENT OF EMS BILLING WITH MEDICOUNT

Budgetary Information: This agreement will not negatively impact our budget and it will provide funds to the EMS account.

ORDINANCE NO. __ ____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement with Medicount Management Inc., of Cincinnati, Ohio, for Emergency Medical Billing Services for the Sandusky Fire Department; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

CITY MANAGER'S REPORT **OLD BUSINESS NEW BUSINESS**

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.CityofSandusky.com/Live - Click "Play"







240 Columbus Ave Sandusky, Ohio 44870 419.627.5832 www.cityofsandusky.com

TO: John Orzech, Interim City Manager

FROM: Debi Eversole, Housing Development Specialist

DATE: June 14, 2023

RE: City Commission Agenda Item-Sale of Eight Land Bank Parcels to Firelands Habitat for Humanity

<u>ITEM FOR CONSIDERATION:</u> The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase & Sale Agreement' for eight (8) parcels of land currently in the City of Sandusky's Land Reutilization Program, that are no longer needed for any municipal purpose located throughout the city in the following locations:

| <u>Address</u> | Parcel # | <u>Combine</u> | City Acquired | Resolution |
|--------------------------|---------------|---------------------|---------------|-------------------|
| Clay Street (1800 block) | #58-02075.000 | Build ready | 05/10/2022 | 029-15R |
| 1913 Camp Street | #58-01076.000 | Build ready | 12/12/2019 | 071-16R |
| 1810 Harrison St | #58-01136.000 | Build ready | 08/09/2016 | 010-13R |
| *729 Warren St | #57-01928.000 | *Combine 3 parcels | 04/13/2018 | 056-17R |
| *733 Warren St | #57-01070.000 | * | 01/09/2014 | 031-12R |
| *Reese St | #57-04868.000 | * | 03/11/2014 | 031-12R |
| **2012 Mills St | #58-00369.000 | **Combine 2 parcels | 11/19/2020 | 004-16R |
| ** Mills St | #58-00370.000 | ** | 07/13/2012 | 035-08R |

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Commission approved acquisition of these parcels pursuant to the Resolutions above and the parcels were transferred to the City on the dates listed above. Most of these lots are the result of blight elimination and were forfeited due to tax foreclosure.

Firelands Habitat for Humanity has requested these eight (8) parcels for the purpose of constructing five (5) new single-family residential housing units for eligible families. Currently, Firelands Habitat for Humanity has begun construction on their 113th home at 612 Neil Street.

The first three parcels listed above are located in the Southside Improvement District (Clay, Camp and Harrison Streets). The properties are zoned R2F "Residential Two-Family" and build ready parcels that are currently being maintained by the City of Sandusky.

The three parcels on Warren and Reese Streets (729 & 733 Warren, Reese) will be combined to form one parcel to construct one (1) single-family residential home. These properties are also zoned R2F "Residential Two-Family" and are currently being maintained by the City of Sandusky.

The two Mills Street parcels (2012 Mills & Mills) are located in the Southside Improvement District. The parcels will be combined to form one parcel to construct one (1) single-family residential home. These properties are zoned R1-40 and are currently being maintained by the City of Sandusky.

The purchase and sale of this property is subject to City Commission approval. The purchase price of these property is \$1,500.00 plus closing costs for five (5) parcels and \$200.00 for each of the three (3) parcels that will be combined, for a total purchase price of \$8,100.00. This is not less than the fair market value as determined by the City of Sandusky in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City of Sandusky's Land Reutilization Program Policy and Procedures. As a condition of this agreement, all five (5) homes will be constructed within five (5) years of the property transfers. The Applicant has also agreed to maintain all parcels, relieving the City of the expense.

The sale of the eight (8) parcels to Firelands Habitat for Humanity will provide new residential in-fill housing in areas of desperate need and will protect and enhance surrounding property values. Not only will these vacant non-productive parcels be put back into tax producing status, but also the new residential construction will provide increased revenue for the taxing districts. The taxing districts will begin collecting approximately one thousand five hundred (\$1,500.00) dollars per year in real estate taxes, which will increase once the parcels are developed.

BUDGET IMPACT: The purchase price for the parcels is eight thousand one hundred (\$8,100.00) dollars plus closing costs. Any costs and expenses associated with the acquisition and transfer of these parcels and purchase & sale agreement will be recouped by the City from the sale.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into a purchase & sale agreement with Firelands Habitat for Humanity to sell eight (8) parcels that are no longer needed for any municipal purpose located on Clay, Camp, Harrison, Warren, Reese and Mills Streets for the purchase price of eight thousand one hundred dollars (\$8,100.00) plus closing costs. It is usual and customary to complete the closing of a real estate sale within thirty (30) days, therefore it is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

| Debi Eversole, | | |
|---|----------------------|--|
| Housing Development Specialist | | |
| | | |
| I concur with this recommendation: | | |
| | | |
| | | |
| Colleen Gilson, | John Orzech, | |
| Interim Community Development Director/ | Interim City Manager | |
| Interim Assistant City Manager | | |

cc: Brendan Heil, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

| ORDINANCE | NO. | |
|------------------|-----|--|
| | | |

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NOS. 58-02075.000, 58-01076.000, 58-01136.000, 57-01928.000, 57-01070.000, 57-04868.000, 58-00369.000, AND 58-00370.000 LOCATED AT CLAY STREET, CAMP STREET, HARRISON STREET, WARREN STREET, REESE STREET, AND MILLS STREET ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, the City Commission previously authorized the acquisition of the property located on Clay Street (Lot No. 419 and one-half of Lot No. 417), Parcel No. 58-02075.000 by Resolution No. 029-15R passed on August 10, 2015; the property located at 1913 Camp Street, Parcel No. 58-01076.000 by Resolution No. 071-16R passed on December 27, 2016; the property located at 1810 Harrison Street, Parcel No. 58-01136.000 by Resolution No. 010-13R passed on March 10, 2013; the property located at 729 Warren Street, Parcel No. 57-01928.000 by Resolution No. 056-17R passed on December 11, 2017; the property located at 733 Warren Street, Parcel No. 57-01070.000 by Resolution No. 031-12R passed on November 13, 2012; the Property on Reese Street, Parcel No. 57-04868.000 by Resolution No. 031-12R passed on November 13, 2012; the property located at 2012 Mills Street, Parcel No. 58-00369.000 by Resolution No. 004-16R passed on January 25, 2016; and the property located at Mills Street, Parcel No. 58-00370.000 by Resolution No. 035-08R passed on December 8, 2008 under said Land Reutilization Program, which properties are more specifically described in Exhibits "A" through "H" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"), which Property is no longer needed for any municipal purposes; and

WHEREAS, Firelands Habitat for Humanity has requested to acquire these eight (8) parcels for the purpose of constructing five (5) new single-family residential housing units for eligible families; and

WHEREAS, the Land Bank Committee met on May 15, 2023, and approved the acquisition and sale of these properties to Firelands Habitat for Humanity at the total purchase price of \$8,100.00, plus closing costs and is not less than fair market value in accordance with the provisions of Chapter 5722 of the Ohio Revised Code and the City's Land Reutilization Policies and Procedures; and

WHEREAS, the City will recoup the costs associated with the acquisition, the transfer of the parcels, and the Purchase 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 promptly execute the closing within (30) days as usual and customary in the sale of real estate; and

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

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

Section 1. This City Commission finds, determines and declares that the Property, Parcel Nos. 58-02075.000, 58-01076.000, 58-01136.000, 57-01928.000, 57-01070.000, 57-04868.000, 58-00369.000, and 58-00370.000 located at Clay Street, Camp Street, Harrison Street, Warren Street, Reese Street, and Mills Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, 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 City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to that Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by PAGE 3 - ORDINANCE NO. _____

this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its adoption

and due authentication by the President and the Clerk of the City Commission of the

City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023

PURCHASE AND SALE AGREEMENT

| This Agreement is made and entered into this _ | day of | _ 2023, by and |
|--|----------------------|-----------------------|
| between the City of Sandusky, Erie County, Ohio, a Mur | nicipal Corporation, | 240 Columbus Ave, |
| Sandusky, Ohio hereinafter referred to as the "Seller" a | nd Firelands Habita | it for Humanity, 7602 |
| Milan Road, Sandusky, Ohio 44870 hereinafter referred | to as the "Purchas | er". |

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, eight (8) unimproved parcels of real property located on Clay, Camp, Harrison, Warren, Reese and Mills Streets, Sandusky, Ohio, and identified as Erie County Parcels #58-02075.000, #58-01076.000, #58-01136.000, #57-01928.000, #57-01070.000, #57-04868.000, #58-00369.000, and #58-00370.000, and more fully described in the legal descriptions marked Exhibit "A", "B", "C", "E", "F", "G" and "H" and attached hereto (individually "Property" collectively "Properties").

- 1. The total purchase price for the eight (8) parcels of real property identified above shall be eight thousand one hundred dollars (\$8,100.00) plus closing costs, which is not less than the fair market value set by the City of Sandusky Land Bank Committee.
- Seller shall furnish to Purchaser Quit Claim deeds conveying to Purchaser all of the Seller's
 interest in the Properties. The Properties shall be free and clear of the liens, taxes,
 assessments, penalties and interest prior to the date of closing. Purchaser shall pay all of the
 taxes and assessments due and payable after the date of closing.
- 3. The following parcels shall be combined prior to construction in order to make buildable lots:
 - (a) 57-01928.000, 57-01070.000 and 57-04868.000 on Warren and Reese Streets shall be combined into one lot; and
 - (b) 58-00369.000 and 58-00370.000 on Mills Streets shall be combined into one lot.
- 4. Purchaser shall construct five (5) single-family residential dwellings within five (5) years on the Properties in accordance with the plans attached hereto and incorporated herein as Exhibit "I", which are intended to be owner occupied residential dwellings.
- 5. Completion of construction for each Property shall occur within five (5) years from the date Purchaser acquires title to said Property. If the Purchaser fails to complete construction within five (5) years from the date Purchaser acquires title, the title to the Property together with all improvements made or erected shall automatically be forfeited and revert to and vest in the City of Sandusky. The City shall have the right to re-enter and take possession of the property. An extension of twelve (12) additional months may be granted by the Land Bank Committee upon written request from the Purchaser prior to the original five (5) year deadline.

Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 2 of 13

- 6. The closing date of this transaction shall be no later than August 31, 2023 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Fidelity National Title, 402 Columbus Avenue, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before the closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Seller and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.
- 7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.
- 8. On the closing date, the escrow agent shall file for record the deeds, and other instruments, if any, required to be recorded pursuant to this Agreement and thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.
- 9. The expenses of closing shall be paid in the following manner:
 - a) The cost of securing a title insurance commitment and policy of insurance shall be paid by Purchaser.
 - b) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Purchaser in the manner described in this Agreement shall be paid by Seller.
 - c) Each party hereto shall be responsible for their own attorney fees relating to this Agreement and its implementation.
 - d) The cost of transfer and recording of the deed shall be paid by Purchaser.
 - e) Any tax imposed on the conveyance of title to the property to Purchaser shall be paid by Purchaser.
 - f) Any fee charged by the escrow agent shall be equally shared between the Seller and the Purchaser.
- Purchaser shall be entitled to possession of the Properties upon the closing of this
 transaction and agrees to maintain the Properties at their expense free of nuisance or other
 code violations.
- 11. The Purchaser has examined the Properties, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Properties "AS IS" subject to no warranties as of the date of the execution of this Agreement and that there have been no representations by the Seller as to the condition of these Properties.
- 12. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before August 31, 2023, earnest money deposited, if any, shall be immediately paid to the Seller, which payment may be treated as liquidated damages (the precise amount of damages being difficult or impossible to ascertain).

Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 3 of 13

- 13. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.
- 14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.
- 15. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representative, and assigns.

SIGNATURE PAGES TO FOLLOW



| 8 Parcels for 5 New Builds within 5 Years Page 4 of 13 |
|---|
| SELLER: |
| CITY OF SANDUSKY |
| John Orzech, Interim City Manager |
| STATE OF OHIO)) ss: |
| ERIE COUNTY) |
| On this day of, 2023, before me, a Notary Public in and for said County and State, personally appeared John Orzech, Interim City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City. |
| IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid. |
| NOTARY PUBLIC |

Purchase and Sale Agreement Firelands Habitat for Humanity

| 8 Parcels for 5 New Builds within 5 Years Page 5 of 13 |
|--|
| PURCHASER: |
| |
| Ryan Hodges, Executive Director Firelands Habitat for Humanity |
| |
| STATE OF OHIO)) ss: |
| ERIE COUNTY) |
| On this day of, 2023, before me, a Notary Public in and for said County and State, personally appeared Ryan Hodges and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed. |
| IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid. |
| NOTARY PUBLIC |
| Approved as to Form: |
| Brendan Heil (#0091991) Law Director City of Sandusky |

Purchase and Sale Agreement Firelands Habitat for Humanity

Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 6 of 13

EXHIBIT "A"

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being the whole of Lot No. 419 Clay Street and the South one-half (1/2) of Lot No 417 Clay Street all in the Third Ward of said City.

Property Address: CLAY

Permanent Parcel No. 58-02075.000



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 7 of 13

EXHIBIT "B"

Situated in the City of Sandusky, County of Erie and State of Ohio and in the Third Ward and being Lots Numbers 280 and 281 Camp Street on the plat of the Sandusky Automobile Manufacturing Company Addition to the City of Sandusky being a Subdivision of part of Outlets Numbers 11, 12, 17, 18, 34, 41, 43 and the whole of 35 and 42 all in Beecher's Survey West of Camp Street as the same is recorded in Plat Book 5, Page 16 of the Plat Records of said County.

Property Address: 1913 Camp Street, Sandusky, Ohio 44870

Tax ID No.: 58-01076.000

Tax Mailing Address: 240 Columbus Ave, Sandusky, Ohio 44870



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 8 of 13

EXHIBIT "C"

Situated in the City of Sandusky, County of Erie and State of Ohio: Lot Numbers Four Hundred Forty-Six (446) and Four Hundred Forty-Eight (448).

Property Address: 1810 Harrison Street, Sandusky, Ohio 44870

Tax ID No.: 58-01136.000



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 9 of 13

EXHIBIT "D"

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being the South one-half of Lot Fifty-three (53) and the North one-fourth of Lot Fifty-five (55) Warren Street East of the B & O Railroad.

PP#: 57-01928.000



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 10 of 13

EXHIBIT "E"

Situated in the City of Sandusky, County of Erie and State of Ohio: Being the southerly three-fourths (3/4) of the easterly ninety-eight and thirty hundredths (98.30) feet of lot number fifty-five (55) on Warren Street, in Southwark Addition, in the City of Sandusky. Said premises fronting approximately forty-nine and five tenths (49.50) feet on the westerly line of Warren Street, and extending westerly therefrom, of like width, and along the northerly line on Reese Street, a distance of 98.30 feet.

Property Address: Warren Street, Sandusky, Ohio 44870

Tax ID No.: 57-01070.000



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 11 of 13

EXHIBIT "F"

Situated in the City of Sandusky, County of Erie and State of Ohio: The southerly three-fourths (3/4) of that part of Lot No. Fifty-Five (55) on Warren Street in the Southwark Addition in the City of Sandusky, Erie County, Ohio lying east of the easterly line of the right of way of the Baltimore and Ohio Railroad Company, excepting therefrom the easterly ninety-eight and thirty one-hundredths (98.30) feet thereof.

Property Address: Reese Street, Sandusky, Ohio 44870

Tax ID No.: 57-04868.000



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 12 of 13

EXHIBIT "G"

Situated in the City of Sandusky, County of Erie and State of Ohio:

Being Lot Number Two Hundred (200) on Mills Street in the City Realty Company's Fair Grounds Addition. Said lot being situated on the east side of Mills Street in the City of Sandusky, Erie County, Ohio as per plat recorded in Volume 8 of plats, page 13 Erie County, Ohio Records.

Property Address: 2012 Mills Street, Sandusky, Ohio 44870

Tax ID No.: 58-00369.000

Tax Mailing Address: 240 Columbus Ave, Sandusky, Ohio 44870



Purchase and Sale Agreement Firelands Habitat for Humanity 8 Parcels for 5 New Builds within 5 Years Page 13 of 13

EXHIBIT "H"

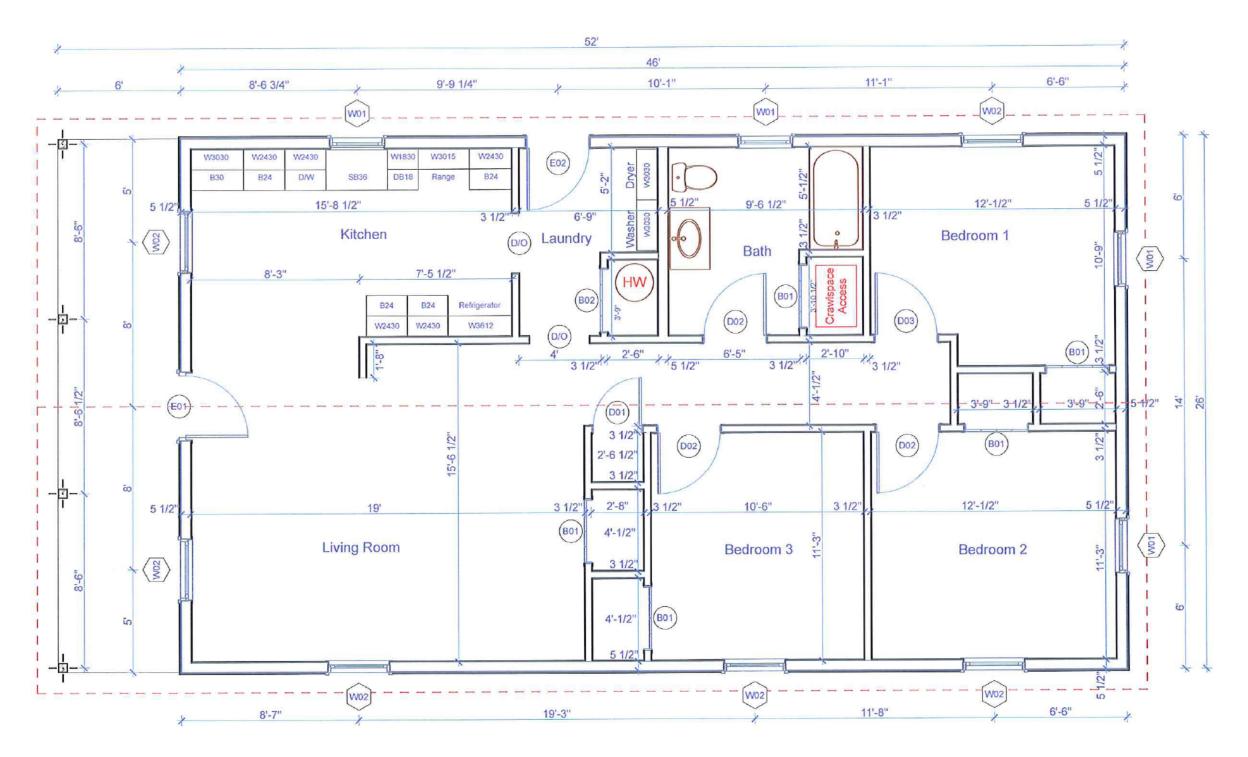
Being in the City of Sandusky, County of Erie and State of Ohio: Being Lot Number Two Hundred Two (202) of Mills Street in the City Realty Company's Fair Grounds Addition, said Lots being situated on the east side of Mills Street in the City of Sandusky, Erie County, Ohio, as per plat recorded in Volume 8 of Plats, page 13, Erie County, Ohio Records.

Property Address: Mills Street, Sandusky, Ohio 44870

Tax ID No.: 58-00370.000



Exhibit "I"



Floor Plan

Firelands Habitat for Humanity

7602 Milan Road Sandusky, Ohio 44870 419.621.7818 x204 Construction Coordinator





240 Columbus Avenue Sandusky, Ohio 44870 419.627.5832 www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager FROM: Nicole Grohe, CDBG Administrator

DATE: June 13th, 2023

RE: Erie County Health Department MOU Ohio Lead Safe Home Fund

<u>ITEM FOR CONSIDERATION:</u> The purpose of this communication is to request approval of legislation allowing the City Manager to enter into a Memorandum of Understanding (MOU) with the Erie County Board of Health dated June 26th, 2023. The intent of the MOU is to accept \$42,530 from the Erie County Health Department through the Ohio Lead Safe Home Fund for the demolition of three residential structures being demolished through the city's CDBG program.

BACKGROUND INFORMATION: The Erie County Health Department was awarded \$600,000 through the Ohio Lead Safe Home Fund. The funds are to be used for lead removal from 34 residential structures within the Health Department District. The Erie County Health Department has determined through the grant they can provide reimbursement for demolition work that the city is conducting through the CDBG program. City staff will provide the Erie County Health Department with all required records and confirm the removal of lead and asbestos hazards from the properties.

On respectively December 12th, 2022 and March 27th, 2023 the City Commission approved contracts with Ed Burdue & Company to demolish three structures located at: 1817 Pierce Street, 1922 Clay Street (garage), and 402 Hendry Street through Ordinance 22-256 and Ordinance 23-081. In exchange for the demolition of these structures the Erie County Health Department will reimburse the city \$42,530.

<u>BUDGET IMPACT:</u> The city will receive \$42,530 for the demolition from the Erie County Health Department. The funds will go into the CDBG program income account once received.

ACTION REQUESTED: It is requested that City Commission authorize the Memorandum of Understanding with the Erie County Board of Health to accept \$42,530 from the Erie County Health Department for the demolition of three scheduled demolitions located at 1817 Pierce Street, 1922 Clay Street (garage), and 402 Hendry Street. It is further requested that this legislation be passed under suspension of the rules and in full accordance with Section 14 of the City in order to execute the MOU and allow for the reimbursement of grant funds upon completion of the demolition project.

| Nicole Grohe, CDBG Administrator | |
|--|-----------------------------------|
| I concur with this recommendation: | |
| Colleen Gilson, Interim Community Development Director | John Orzech, Interim City Manager |

cc: Brendan Heil, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Commission Clerk

| ORDINANCE NO. | |
|-----------------|--|
| CINDHIAMICE NO. | |

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE ERIE COUNTY BOARD OF HEALTH FOR UTILIZING OHIO LEAD SAFE HOME FUNDS FOR THE DEMOLITION OF THREE (3) CONDEMNED RESIDENTIAL STRUCTURES IN THE CITY OF SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Board of Health has been awarded \$600,000.00 through the Ohio Lead Safe Home Fund to facilitate the removal of Lead hazards from 34 residential structures within the Erie County Health District; and

WHEREAS, the City has identified three (3) structures within the City that have been condemned and demolished within the 2023 calendar year and can be approved as one of the Ohio Lead Safe Fund residential structures; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #4 by Resolution No. 049-22R, passed on September 12, 2022, which included properties located at 1817 Pierece Street and 1922 Clay Street (garage) and subsequently approved a contract with Ed Burdue & Company of Sandusky, Ohio, for the demolition by Ordinance No. 22-256, passed on December 12, 2022; and

WHEREAS, this City Commission amended Resolution No. 057-22R and declared the necessity for the City to proceed with the modified proposed CDBG FY21 Demolition Project #5 by Resolution No. 064-22R, passed on November 28, 2022, which included the property located at 402 Hendry Street, and subsequently approved a contract with Ed Burdue & Company of Sandusky, Ohio, for the demolition by Ordinance No. 23-081, passed on March 27, 2023; and

WHEREAS, the total cost for the asbestos abatement and demolition of the properties located at 1817 Pierce Street, 1922 Clay Street (garage), and 402 Hendry Street is \$42,530.00 and will initially be paid by the City with FY21 Community Development Block Grant (CDBG) funds and reimbursed by the Erie County Health Department with Ohio Lead Safe Home Funds that will be deposited back into the CDBG Program Income Fund; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to execute the MOU and allow for the reimbursement of grant funds upon completion of the demolition project; 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 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

PAGE 2 - ORDINANCE NO.

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

Memorandum of Understanding with the Erie County Board of Health for utilizing

Ohio Lead Safe Home Funds for the demolition of three (3) condemned

residential structures in the City of Sandusky, a copy of which is marked Exhibit

"A" and is attached to this Ordinance and is specifically incorporated as if fully

rewritten herein.

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.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023

MEMORANDUM OF UNDERSTANDING BETWEEN THE ERIE COUNTY GENERAL HEALTH DISTRICT AND THE CITY OF SANDUSKY

- 1. This memorandum of understanding is between the Erie County Board of Health (ECBOH) and the City of Sandusky (City).
- 2. The ECBOH has been awarded a \$600,000 grant through the Ohio Lead Safe Home Fund to facilitate the removal of Lead hazards from up to 34 residential structures within the Erie County Health District.
- 3. The City has identified three structures within Sandusky City that have been condemned and are scheduled for demolition within the 2023 calendar year and can be approved as one of the Ohio Lead Safe Fund residential structures.
- 4. The City, as the local housing authority, has complied with all local ordinances and state laws regarding the condemnation and using an open bid process has contracted with a licensed and registered contractor to demolish and dispose of all Construction Demolition Debris in compliance with all state and local laws.
- 5. The City has outlined costs associated with the demolition of the three structures identified in the following table.
- 6. The City has agreed to provide the ECBOH staff records that demonstrate that all structures have been condemned, demolished, and disposed of as required under state law and local ordinances.

| Sandusky City Residential Structure & Ohio Lead Safe Home Fund Projects | Demolition and Disposal Expense |
|---|---------------------------------|
| 1922 Clay Street | \$3,725.00 |
| 1817 Pierce Street | \$20,275.00 |
| 402 Hendry Street | \$18,530.0.0 |
| Total | \$42,530.00 |

- 7. The ECBOH staff upon receipt and approval of all required records has agreed to reimburse the City using Ohio Lead Safe Home funds the costs outlined above for the demolition of these three structures. The staff will also confirm and record the removal and disposal of all lead and asbestos hazard.
- 8. Upon approval the City may submit invoices to the ECBOH, which will be approved for payment at the next monthly Board of Health Meeting on the last Tuesday of each month.
- 9. Either party may cancel this agreement by giving the other party written notice, after such notice is given this memorandum will become null and void on a mutually agreed upon date or 60 days from date of original notice which ever come first.

| Tatto T. Selve | 06.13.2028 |
|-------------------------------|------------|
| Peter T. Schade | Date |
| Health Commissioner | |
| Erie County Health Department | |
| | |
| | |
| | |
| John Orzech | Date |
| City Manager | |

EXHIBIT "A"



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue Sandusky, Ohio 44870 419.627.5730 www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Nicole Grohe, Community Development Program Administrator

Date: June 14th, 2023

Subject: Commission Agenda Item – Change Order 1 & Final for the CDBG FY21 Demolition Project #5

ITEM FOR CONSIDERATION: Requesting legislation for approval of Change Order #1 and Final for the CDBG FY21 Demolition Project #5.

<u>BACKGROUND INFORMATION</u>: Through Commission approval at the March 27, 2023, meeting, via Ordinance 23-081 a contract was awarded to Ed Burdue & Company of Sandusky, Ohio, after the completion of the competitive bidding process for the demolition of the commercial structure at 1228 W. Osborne Street and the residential structure at 402 Hendry Street.

Due to the unforeseen issues with asbestos found after demolition begun, operations had to halt momentarily to do the appropriate testing of the suspected material and removal immediately after the material was found to be indeed asbestos. The material was not found during initial testing for asbestos as this was found in an area that was not accessible until demolition started. The additional cost associated with this activity was \$20,475.93 and will be paid for using available FY21 CDBG Funds.

BUDGETARY INFORMATION: The original contract not to exceed was \$145,300.00. The final contract amount is \$165,775.93, with the additional funds of \$20,475.93 being paid for with FY21 Community Development Block Grant (CDBG) funds.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared approving Change Order #1 and Final for the CDBG FY21 Demolition Project #5 and the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for final payment to be issued on the project and complete project close out activities.

| I concur with this recommendation: | |
|------------------------------------|--|
| | |
| John Orzech | |
| Interim City Manager | |

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

Ed Burdue & Co., LLC

Excavating & Demolition Contractors
3025 Venice Rd.
Sandusky, Ohio 44870
Phone (419) 625-8121
Fax (419) 625-1330
An Equal Opportunity Employer

6/7/2023

TO: City of Sandusky 240 Columbus Ave. Sandusky, Ohio 44870

RE: 1228 W. Osborne St. Demolition

Megan,

Due to the additional ACM removal (not figured in to original quote) that was caused by the collapse of the front part of the building, I am requesting additional funds to cover this overage. The original estimated amount for the removal and disposal of ACM was \$10,000.00.

Attached are invoices from H&H Environmental (Abatement Contractor) and The PennOhio Corporation (Trucking & disposal of ACM).

If you have any questions, don't hesitate to contact me. Thank you for your consideration.

Respectfully,

Ed Burdue, President Ed Burdue & Co. LLC

3025 Venice Rd.

Sandusky, Ohio 44870

H & H Environmental 2699 E CR 50 Tiffin, OH 44883

Tiffin OH 44883

Tiffin Office 419-618-3072 Huntsville Office 937-539-0094

| Bill To | |
|---|--|
| Ed Burdue & Co | |
| Ed Burdue | |
| 3025 Venice Rd | |
| Sandusky, OH 44870 | |
| - 1.000 - 1.000 - 1 .000 - 1.000 - 1.000 - 1.000 | |
| | |
| | |
| | |

| Inv | oice |
|----------|-----------|
| Date | Invoice # |
| 5/5/2023 | 5267 |

| Ρ. | Ο. | No. | | |
|---|--------|-----|-------------|---------|
| *************************************** | ****** | | *********** | ******* |
| | | | | |

Terms
Net 30

| Description | Amount |
|--|--|
| 1228 W OSBORNE ST., SANDUSKY, OH 44870 ABATEMENT ***Removal of 11 wood windows on 2nd floor Rm. 1 ***Removal of 60 ln.ft. of TSI pipe insulation tin Room 6 & 8 ***Removal of 16 wood windows on 1st floor room 3,6,10 and 11 COLLAPSED ROOM ***H&H provided 4 personnel on site to line dumpsters @ \$2750 per day for 3 days ***Dumpster liners @ \$150 per liner @ 2 liners pr dumpster (22 liners x \$150) ***ODH Fees ***EPA Fees ***EPA Fees ***EPA Fees @ \$6 per cu. yd. at 330 cu.yd. | 0.00 3,200.00 8,250.00 3,300.00 65.00 75.00 250.00 1,980.00 |
| | |

Please make checks payable to H&H Environmental and include in memo the invoice number(s) in which your payment needs applied.

Total \$17,120.00

If you have any questions on this invoice, contact Gary Rister at 937-539-0094, email hhenvironmental@yahoo.com or fax: 937-843-3079

Balance Due

Payments/Credits

\$17,120.00

\$0.00

| Phone # | Fax# | E-mail | harananananan |
|----------------|--------------|-------------------------|---------------|
| (937) 597-3019 | 419-443-0539 | HHENVIRONMENTAL@YAHOO.C | |

Thank you for your business!

The PennOhio Corporation

4813 Woodman Ave Ashtabula OH 44004 INVOICE NO.
INVOICE DATE
DUE DATE
BILLING PERIOD

20141 5/10/2023 6/9/2023 04/01/2023 - 04/30/2023

Bill To Ed Burdue and Co. LLC 3025 Venice Rd Sandusky, OH 44870 USA Service Location
Ed Burdue and Co. LLC
1228 W Osborne St
Sandusky, OH
USA

Total Invoice Amount:

| porne St | | Transportation ACM Disposal | | 1150/FLAT | 1,150.00 |
|----------|----|-----------------------------|---|---|--|
| | | | | 1150/FLAT | 1,150.00 |
| | | Disposal | | | |
| | | | 4.730 ST | 0/ST | |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| | | Disposal | 8.350 ST | 0/ST | and the state of t |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 1.37 | | Disposal-over 10 ton | 1.370 ST | 41.5/ST | 56.86 |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 2.72 | | Disposal-over 10 ton | 2.720 ST | 41.5/ST | 112.88 |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| | | Disposal | 8.820 ST | 0/ST | |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| | | Disposal | 7.480 ST | 0/ST | |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 2.69 | | Disposal-over 10 ton | 2.690 ST | 41.5/ST | 111.64 |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| | | Disposal | 8.300 ST | 0/ST | |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 3.10 | | Disposal-over 10 ton | 3.100 ST | 41.5/ST | 128.65 |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 4.77 | | Disposal-over 10 ton | 4.770 ST | 41.5/ST | 197.96 |
| | | Transportation ACM | | 1150/FLAT | 1,150.00 |
| 2.36 | | Disposal-over 10 ton | 2.360 ST | 41.5/ST | 97.94 |
| | | | 1228 W Osborne St To | tal: | 13,355.93 |
| 2 | 10 | .10 | Disposal-over 10 ton Transportation ACM Disposal Transportation ACM Disposal Transportation ACM Disposal Transportation ACM Disposal-over 10 ton Transportation ACM Disposal Transportation ACM Disposal Transportation ACM Disposal-over 10 ton Transportation ACM | Disposal-over 10 ton 2,720 ST Transportation ACM Disposal 7,480 ST Transportation ACM .69 Disposal-over 10 ton 2,690 ST Transportation ACM Disposal 8,300 ST Transportation ACM .10 Disposal-over 10 ton 3,100 ST Transportation ACM .77 Disposal-over 10 ton 4,770 ST Transportation ACM .36 Disposal-over 10 ton 2,360 ST | .72 Disposal-over 10 ton 2.720 ST 41.5/ST Transportation ACM 1150/FLAT Disposal 7.480 ST 0/ST Transportation ACM 1150/FLAT .69 Disposal-over 10 ton 2.690 ST 41.5/ST Transportation ACM 1150/FLAT .09 Disposal 8.300 ST 0/ST Transportation ACM 1150/FLAT .10 Disposal-over 10 ton 3.100 ST 41.5/ST .77 Disposal-over 10 ton 4.770 ST 41.5/ST Transportation ACM 1150/FLAT .77 Disposal-over 10 ton 4.770 ST 41.5/ST Transportation ACM 1150/FLAT |

Remit Payment To: The PennOhio Corporation 4813 Woodman Avenue 13,355.93

CERTIFICATE OF FUNDS

In the Matter of: CDBG Demolition Project #5- Change Order

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

Account #241-4447-53000

By: Michele Kleder

Michelle Reeder

Finance Director

Dated: 6/12/2023

| ORDIN | NANCE | NO. | , | | |
|-------|-------|-----|---|--|--|
| | | | | | |

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPROVE THE FIRST & FINAL CHANGE ORDER FOR WORK PERFORMED BY ED BURDUE & COMPANY OF SANDUSKY, OHIO, FOR THE CDBG FY21 DEMOLITION PROJECT #5 IN THE AMOUNT OF \$20,475.93; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed CDBG FY21 Demolition Project #5 by Resolution No. 057-22R, passed on October 24, 2022, which involved the asbestos abatement and demolition of the commercial structure located at 1228 W. Osborne Street, which was condemned and ordered for demolition by the City's Chief Building Official due to structural failure of the roof and second floor; and

WHEREAS, subsequent to approval of the Resolution and prior to advertising, a residential structure located at 402 Hendry Street was ordered for demolition by the Housing Appeals Board and it was recommended to bid out both properties together to obtain lower pricing; and

WHEREAS, this City Commission amended Resolution No. 057-22R and declared the necessity for the City to proceed with the modified proposed CDBG FY21 Demolition Project #5 by Resolution No. 064-22R, passed on November 28, 2022, to include the demolition of the structure located at 402 Hendry Street; and

WHEREAS, this City Commission approved the awarding of the contract to Ed Burdue & Company of Sandusky, Ohio, for work being performed for the CDBG FY21 Demolition Project #5 by Ordinance No. 23-081, passed on March 27, 2023; and

WHEREAS, this First & Final Change Order reflects additional work for asbestos removal after discovering asbestos at the 1228 W. Osborne Street property once demolition began, located in an area not accessible during appropriate testing prior to commencing demolition; and

WHEREAS, the original contract with Ed Burdue & Company was \$145,300.00, and with the addition of this First & Final Change Order in the amount of \$20,475.93, the final contract cost is \$165,775.93 and will be paid with FY21 Community Development Block Grant (CDBG) 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 make final payment to contractor for work already performed and to close out the completed project; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of

PAGE 2 - ORDINANCE NO.

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 hereby authorized and directed to approve this First & Final Change Order for work performed for the CDBG FY21 Demolition Project #5 in an amount **not to exceed** Twenty Thousand Four Hundred Seventy-Five and 93/100 Dollars (\$20,475.93) resulting in the final contract cost of One Hundred Sixty-Five Thousand Seven Hundred Seventy-Five and 93/100 Dollars

(\$165,775.93) with Ed Burdue & Company of Sandusky, Ohio.

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.

RICHARD R. BRADY

PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023



240 Columbus Avenue Sandusky, Ohio 44870 419.627.5846 www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Troy Vaccaro, Fleet Maintenance Chief Foreman

Date: June 14, 2023

Re: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Legislation to purchase (1) one 2024 Chevrolet 3500HD Cab & Chassis truck from National Auto Fleet Group of Watsonville, California, for the Fleet Maintenance Department in the amount of \$44,810.43.

BACKGROUND INFORMATION: The above listed vehicle is available through Sourcewell's Contract, number 091521-NAF, from National Auto Fleet Group of Watsonville, California. A RFP was issued with no response from any dealers.

This truck will replace a 1991 GMC C3500, VIN #1GDJC34K5ME505870, with 81,000 miles. The replacement truck will serve the same purpose as the current truck, a service truck to perform service calls by the Fleet Maintenance Department. The 1991 truck is in poor condition and has surpassed its life expectancy. The truck should be sold online with the proceeds going to the General Fund.

The City Commission was notified at the June 12, 2023, City Commission meeting of the urgency to place the order due to a limited opening and was unanimously approved by motion.

A service body will be needed for this Cab & Chassis, this will be addressed after a build date for this truck has been issued.

BUDGETARY IFORMATION: The cost of this purchase is \$44,810.43, which is \$176.36 more than the estimated quote provided to the City Commission and will be paid for with Capital Improvement Funds.

<u>ACTION REQUESTED:</u> It is requested that proper legislation be prepared declaring the 1991 GMC C3500 unnecessary and unfit for City use and approval to purchase one (1) 2024 Chevrolet C3500 from National Auto Fleet Group, of Watsonville, California in suspension of the rules in full accordance with section 14 of the City Charter to ratify the placement of the order and allow for the expenditure of funds upon build date and delivery.

| Approved: | |
|-------------|----------------------|
| | |
| John Orzach | Interim City Manager |

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • [831] 480-8497 Fax Fleet@NationalAutoFleetGroup.com

6/8/2023 6/13/2023 Re-Configured

Quote ID: 34324 R1

Order Cut Off Date: TBA

Troy Vaccaro City of Sandusky Ohio Fleet Maintenance

222 Meigs St 1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Chevrolet Silverado 3500HD CC (CC31003) 2WD Reg Cab 146" WB, 60" CA Work Truck,) and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Total Savings |
|----------------|-----------------|-------------|-----------------|---------------|
| Contract Price | \$46,188.00 | \$44,810.43 | 2.983 % | \$1,377.57 |
| Tax (0.0000 %) | | \$0.00 | | |
| Tire fee | | \$0.00 | | |
| Total | | \$44,810.43 | | |

⁻ per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572

Fax: (831) 480-8497















Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: <u>www.NAFGETA.com</u>

Use the upfitter of your choice: <u>www.NAFGpartner.com</u>

Vehicle Status: <u>ETA@NationalAutoFleetGroup.com</u>

General Inquiries: <u>Fleet@NationalAutoFleetGroup.com</u>

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

| EMISSIO | NS |
|---------|--|
| Code | Description |
| FE9 | Emissions, Federal requirements |
| ENGINE | |
| Code | Description |
| L8T | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD) |
| TRANSM | ISSION |
| Code | Description |
| MKM | Transmission, Allison 10-Speed automatic, (STD) |
| AXLE | |
| Code | Description |
| GT4 | Rear axle, 3.73 ratio |
| PREFERF | RED EQUIPMENT GROUP |
| Code | Description |
| 1WT | Work Truck Preferred Equipment Group, includes standard equipment |
| WHEELS | |
| Code | Description |
| PYW | Wheels, 17" (43.2 cm) painted steel |
| TIRES | |
| Code | Description |
| QZT | Tires, LT235/80R17E all-terrain, blackwall |
| SPARE T | IRE |

| Code | Description |
|---------|---|
| ZZT | Tire, spare LT235/80R17E all-terrain |
| PAINT | |
| Code | Description |
| GXP | Lakeshore Blue Metallic |
| SEAT TY | PE |
| Code | Description |
| AZ3 | Seats, front 40/20/40 split-bench, (STD) |
| SEAT TR | IM |
| Code | Description |
| H2G | Jet Black, Vinyl seat trim |
| RADIO | |
| Code | Description |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD) |
| ADDITIO | NAL EQUIPMENT |
| Code | Description |
| GTY | Rear axle, wide-track |
| V46 | Bumper, front chrome |
| 9L7 | Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com. |
| R9L | Deleted 3 Years of Remote Access |
| 5N5 | Rear Camera Kit., Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com |

2024 Fleet/Non-Retail Chevrolet Silverado 3500HD CC 2WD Reg Cab 146" WB, **60" CA Work Truck**

| 2024 Chevrolet Silverado 3500HD CC 2WD Reg Cab 146" WB, 60" CA Work Truck | | | | |
|---|---|-------------|--|--|
| CODE | MODEL | MSRP | | |
| CC31003 | 2024 Chevrolet Silverado 3500HD CC 2WD Reg Cab 146" WB, 60" CA Work Truck | \$43,700.00 | | |
| | OPTIONS | | | |
| FE9 | Emissions, Federal requirements | \$0.00 | | |
| L8T | Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (STD) | \$0.00 | | |
| MKM | Transmission, Allison 10-Speed automatic, (STD) | \$0.00 | | |
| GT4 | Rear axle, 3.73 ratio | \$0.00 | | |
| 1WT | Work Truck Preferred Equipment Group, includes standard equipment | \$0.00 | | |
| PYW | Wheels, 17" (43.2 cm) painted steel | \$0.00 | | |
| QZT | Tires, LT235/80R17E all-terrain, blackwall | \$0.00 | | |
| ZZT | Tire, spare LT235/80R17E all-terrain | \$380.00 | | |
| GXP | Lakeshore Blue Metallic | \$0.00 | | |
| AZ3 | Seats, front 40/20/40 split-bench, (STD) | \$0.00 | | |
| H2G | Jet Black, Vinyl seat trim | \$0.00 | | |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo, (STD) | \$0.00 | | |
| GTY | Rear axle, wide-track | \$190.00 | | |
| V46 | Bumper, front chrome | \$100.00 | | |
| 9L7 | Upfitter switch kit, (5), Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com. | \$150.00 | | |
| R9L | Deleted 3 Years of Remote Access | (\$300.00) | | |
| 5N5 | Rear Camera Kit., Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at www.gmupfitter.com | \$73.00 | | |

| Please note selected options override standard equipment | | | |
|---|-------------|--|--|
| SUBTOTAL | \$44,293.00 | | |
| Advert/ Adjustments | \$0.00 | | |
| Manufacturer Destination Charge | \$1,895.00 | | |
| TOTAL PRICE | \$46,188.00 | | |
| Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi | | | |

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

| Notes | | | | |
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Standard Equipment

MECHANICAL

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

EXTERIOR

Wheels, 17" (43.2 cm) painted steel

Tires, LT235/80R17E all-terrain, blackwall

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

INTERIOR

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

ADDITIONAL EQUIPMENT

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

Dual Rear Wheels

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Compass, located in instrument cluster

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Automatic Emergency Braking

Front Pedestrian Braking

Daytime Running Lamps with automatic exterior lamp control

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

CERTIFICATE OF FUNDS

In the Matter of: 2024 Chevrolet 3500HD Cab & Chassis- National Auto Group

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

Account #430-7750-54090

Michelle Reeder

Finance Director

Dated: 6/14/2023

| ORDINANC | E NO | |
|-----------------|------|--|
| | | |

AN ORDINANCE DECLARING A 1991 GMC C3500 TRUCK, AS UNNECESSARY AND UNFIT FOR CITY USE PURSUANT TO SECTION 25 OF THE CITY CHARTER; AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A 2024 CHEVROLET 3500HD CAB & CHASSIS TRUCK FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, FOR THE FLEET MAINTENANCE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, it has been determined that a 1991 GMC C3500 truck, VIN No. 1GDJC34K5ME505870, with 81,000 miles, is in poor condition and has exceeded its useful life expectancy and is no longer of any use to the City and it is being recommended that this vehicle be declared obsolete, unnecessary and unfit for City use and be auctioned on the internet with the proceeds from the sale to be deposited in the General Fund; and

WHEREAS, it is recommended to replace the 1991 GMC C3500 truck, that is used as a service truck to perform service calls by the Fleet Maintenance Department, with a new 2024 Chevrolet 3500HD Cab & Chassis; and

WHEREAS, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase a 2024 Chevrolet 3500HD Cab & Chassis that has been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

WHEREAS, a Request for Proposals (RFP) was issued by the City for the purchase of this type of vehicle with no responses; and

WHEREAS, this City Commission was notified at their June 12, 2023, regularly scheduled meeting of the urgency to place this order due to a limited opening and was unanimously approved by motion by the City Commission; and

WHEREAS, the total cost the 2024 Chevrolet 3500HD Cab & Chassis is \$44,810.43, which is \$176.36 more than estimated quote provided to City Commission, and will be paid with Capital Improvement 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 ratify the placement of the order and allow for the expenditure of funds upon build and delivery; 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 Fleet Maintenance Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission finds and determines that the 1991 GMC C3500 truck, VIN No. 1GDJC34K5ME505870, is unnecessary and unfit for City use pursuant to Section 25 of the City Charter and the City Manager is authorized and directed to dispose of this personal property no longer needed for City purposes through public auction, sale process or internet auction with the proceeds from sale to be deposited into the General Fund.

Section 2. The City Manager is authorized and directed to expend funds for the purchase a 2024 Chevrolet 3500HD Cab & Chassis through the Sourcewell Cooperative Purchasing Program (Contract 091521-NAF) from National Auto Fleet Group of Watsonville, California, for the Fleet Maintenance Department at an amount **not to exceed** Forty-Four Thousand Eight Hundred Ten and 43/100 Dollars (\$44,810.43).

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.

PAGE 3 - ORDINANCE NO. _____

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023



240 Columbus Avenue Sandusky, Ohio 44870 419.627.5846 www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Troy Vaccaro, Fleet Maintenance Chief Foreman

Date: June 14, 2023

Re: Commission Agenda Item

<u>ITEM FOR CONSIDERATION:</u> Legislation to purchase (2) two 2024 Chevrolet Equinox SUV's from National Auto Fleet Group of Watsonville, California, in the amount of \$58,063.22.

<u>BACKGROUND INFORMATION:</u> The above listed cars are available through Sourcewell's Contract, number 091521-NAF, from National Auto Fleet Group of Watsonville, California.

One car will replace a 2009 Chevrolet Impala, VIN #2G1WB57K591146283, with 123,000 miles currently used by the Police Department. The 2009 Impala was purchased used in 2012 with 69,000 miles and will be retained and moved to another Department.

The second car will be added to the City Manager's Department. This will allow for a pool type vehicle to be used by several departments that don't need a daily vehicle. The current Vehicle assigned to the City Manager is a 2010 Chevrolet Impala, 96,000 miles that was purchased used in 2016 with 78,000 miles.

<u>BUDGETARY IFORMATION:</u> The cost of this purchase is \$58,063.22. The car for the Police Department will be paid for with Law Enforcement Funds and the City Manager's car will be paid with Capital Improvement Funds. The cost of each car is \$29,031.61.

<u>ACTION REQUESTED:</u> It is requested that proper legislation be prepared authorizing the purchase of two (2) 2024 Chevrolet Equinox SUV's from National Auto Fleet Group, of Watsonville, California in suspension of the rules in full accordance with section 14 of the City Charter to allow the order to be placed and receive the vehicles so they can be utilized at the earliest opportunity.

| Approved: | |
|-------------|-------------------------|
| | |
| John Orzech | n. Interim City Manager |

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-6572 • (831) 480-8497 Fax Fleet@NationalAutoFleetGroup.com

6/8/2023 6/13/2023 Re-Configured

Quote ID: 34326 R1

Order Cut Off Date: TBA

Troy Vaccaro City of Sandusky Ohio Fleet Maintenance

222 Meigs St 1024 Cement Ave

Sandusky, Ohio, 44870

Dear Troy Vaccaro,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2024 Chevrolet Equinox (1XR26) FWD 4dr LT w/2FL,) and delivered to your specified location, each for

| | One Unit (MSRP) | One Unit | Total % Savings | Extended Unit's (2) | Total Savings |
|----------------|-----------------|-------------|-----------------|---------------------|---------------|
| Contract Price | \$29,595.00 | \$29,031.61 | 1.904 % | \$58,063.22 | \$1,126.78 |
| Tax (0.0000 %) | | \$0.00 | | \$0.00 | |
| Tire fee | | \$0.00 | | \$0.00 | |
| Total | | \$29,031.61 | | \$58,063.22 | |

⁻ per the attached specifications. Price includes 1 additional key(s).

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper Account Manager

Email: Fleet@NationalAutoFleetGroup.com

Office: (855) 289-6572 Fax: (831) 480-8497















Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: <u>www.NAFGETA.com</u>

Use the upfitter of your choice: <u>www.NAFGpartner.com</u>

Vehicle Status: <u>ETA@NationalAutoFleetGroup.com</u>

General Inquiries: <u>Fleet@NationalAutoFleetGroup.com</u>

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

| EMISSIO | NS |
|---------|--|
| Code | Description |
| FE9 | Emissions, Federal requirements |
| ENGINE | |
| Code | Description |
| LSD | Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD) |
| TRANSM | ISSION |
| Code | Description |
| MNH | Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD) |
| AXLE | |
| Code | Description |
| FJM | Axle, 3.50 final drive ratio |
| PREFER | RED EQUIPMENT GROUP |
| Code | Description |
| 2FL | LT Preferred Equipment Group, includes standard equipment |
| PAINT | |
| Code | Description |
| GXP | Lakeshore Blue Metallic |
| SEAT TY | PE |
| Code | Description |
| AR9 | Seats, front bucket, (STD) |
| SEAT TR | IM |

| Code | Description |
|---------|--|
| HC8 | Medium Ash Gray, Premium Cloth seat trim |
| RADIO | |
| Code | Description |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD) |
| ADDITIC | DNAL EQUIPMENT |
| Code | Description |
| PEF | LPO, Floor Liner Package, includes (CAV) integrated cargo liner, LPO and (RIA) all-weather floor liners, LPO |
| RIA | LPO, All-weather floor liners |
| CAV | LPO, Integrated cargo liner |
| R9L | Deleted 3 Years of Remote Access |

2024 Fleet/Non-Retail Chevrolet Equinox FWD 4dr LT w/2FL

WINDOW STICKER

| 2024 Che | 2024 Chevrolet Equinox FWD 4dr LT w/2FL | | | |
|----------|--|-------------|--|--|
| CODE | MODEL | MSRP | | |
| 1XR26 | 2024 Chevrolet Equinox FWD 4dr LT w/2FL | \$28,150.00 | | |
| | OPTIONS | | | |
| FE9 | Emissions, Federal requirements | \$0.00 | | |
| LSD | Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT, (STD) | \$0.00 | | |
| MNH | Transmission, 6-speed automatic, electronically-controlled with overdrive, (STD) | \$0.00 | | |
| FJM | Axle, 3.50 final drive ratio | \$0.00 | | |
| 2FL | LT Preferred Equipment Group, includes standard equipment | \$0.00 | | |
| GXP | Lakeshore Blue Metallic | \$0.00 | | |
| AR9 | Seats, front bucket, (STD) | \$0.00 | | |
| HC8 | Medium Ash Gray, Premium Cloth seat trim | \$0.00 | | |
| IOR | Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo., (STD) | \$0.00 | | |
| PEF | LPO, Floor Liner Package, includes (CAV) integrated cargo liner, LPO and (RIA) all-weather floor liners, LPO | \$350.00 | | |
| RIA | LPO, All-weather floor liners | INC | | |
| CAV | LPO, Integrated cargo liner | INC | | |
| R9L | Deleted 3 Years of Remote Access | (\$300.00) | | |

| SUBTOTAL | \$28,200.00 |
|---|-------------|
| Advert/ Adjustments | \$0.00 |
| Manufacturer Destination Charge | \$1,395.00 |
| TOTAL PRICE | \$29,595.00 |
| Est City: N/A MPG Est Highway: N/A MPG Est Highway Cruising Range: N/A mi | |

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

| Notes | |
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Standard Equipment

MECHANICAL

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD)

Transmission, 6-speed automatic, electronically-controlled with overdrive includes Driver Shift Control (STD)

Axle, 3.50 final drive ratio (FWD only.)

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

INTERIOR

Seats, front bucket (STD)

WHEELS

Wheels, 17" (43.2 cm) aluminum

TIRES

Tires, P225/65R17 all-season blackwall (FWD only.) (STD)

ADDITIONAL EQUIPMENT

Driver Confidence II Package includes (UKC) Lane Change Alert with Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Includes (UD5) Front and Rear Park Assist.)

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking and (TQ5) IntelliBeam headlamps

Fuel, gasoline, E15 Automatic Stop/Start Engine control, stop/start system disable switch **Driver Shift Controls** Front-wheel drive Suspension, front MacPherson strut Suspension, rear 4-link GVWR, 4464 lbs. (2025 kg) (FWD only.) Brakes, front and rear with e-boost Brakes, 4-wheel antilock, 4-wheel disc 16" front and rear Brake, electronic parking Brake lining, high-performance, noise and dust performance Mechanical jack with tools Wheel, spare, 16" (40.6 cm) steel Tire, compact spare, T135/70R16 blackwall Moldings, bright beltline with bright DLO Trim, Bright lower window Headlamps, LED Lamp marker, reflex, front side Headlamp control, automatic on and off with automatic delay Headlamp control, IntelliBeam auto high beam Glass, acoustic, laminated windshield Glass, deep-tinted, rear Mirror caps, body-color Mirrors, outside heated power-adjustable, manual-folding Liftgate, rear manual Door handles, body-color Audio system feature, 6-speaker system Noise control system, active noise cancellation SiriusXM enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit

www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.) Antenna, roof-mounted (Black.) Bluetooth for phone personal cell phone connectivity to vehicle audio system (Go to my.chevrolet.com/learn to find out which phones are compatible with the vehicle.) Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.) Wireless Apple CarPlay/Wireless Android Auto Seat trim. Premium Cloth Seat adjuster, driver 8-way power with 2-way power lumbar Seat adjuster, 2-way power driver lumbar control Seat adjuster, front passenger 4-way manual Seat, rear split-folding with center armrest Head restraints, 2-way adjustable (up/down), front Seat release levers, 2nd row mechanical release levers in cargo area Floor mats, carpeted front (Deleted when any LPO floor mat or LPO floor liner is ordered.) Floor mats, carpeted rear (Deleted when any LPO floor mat or LPO floor liner is ordered.) Steering wheel, 3-spoke, deluxe Steering column, tilt and telescoping Steering wheel controls, audio, phone interface and driver information center controls Speedometer, miles/kilometers Display, driver instrument information enhanced, multi-color Window, power with driver Express-Up and Down Window, power with front passenger Express-Down Windows, power, rear with Express-Down Door locks, power with lock-out protection Keyless Open includes extended range Remote Keyless Entry with lock and unlock feature Keyless Start, push-button Cruise control, electronic with set and resume speed Theft-deterrent system, unauthorized entry Remote panic alarm

USB ports, 2, with auxiliary input jack, located in front center stack storage area

USB charging-only ports, 2, located in the rear of the floor console

Air conditioning, single-zone manual Defogger, rear-window electric Power outlet, front auxiliary, 12-volt Mirror, inside rearview manual day/night Sunglass storage, overhead Visors, driver and front passenger illuminated vanity mirrors, covered Assist handle, driver Assist handle, front passenger Assist handles, rear outboard Map pocket, front passenger seatback Shift lever, chrome-trimmed Power outlet, cargo area auxiliary, 12-volt Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.) Automatic Emergency Braking StabiliTrak, stability control system with Traction Control Daytime Running Lamps, LED Airbags, dual-stage, frontal, driver and right front passenger with Passenger Sensing System, thorax side-impact, seat mounted, driver and right front passenger, roof-rail, side front and rear outboard seating positions (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.) Front and Rear Park Assist Rear Vision Camera Lane Change Alert with Side Blind Zone Alert Forward Collision Alert Following Distance Indicator Front Pedestrian Braking Rear Cross Traffic Alert Lane Keep Assist with Lane Departure Warning Rear Seat Reminder Door locks, rear child security, manual

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitor, manual learn with Tire Fill Alert (Does not apply to spare tire.)

Horn, dual-note

3 Years of Remote Access The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

CERTIFICATE OF FUNDS

In the Matter of: National Fleet Group- Two Chevrolet Equinox SUV's

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

Account #430-7020-54090, 863-1050-54090

Bv:

Michelle Reeder

Finance Director

Dated: 6/16/2023

| ORDINANCE | NO. |
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AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWO (2) 2024 CHEVROLET EQUINOX SPORT UTILITY VEHICLES FROM NATIONAL AUTO FLEET GROUP OF WATSONVILLE, CALIFORNIA, THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE POLICE DEPARTMENT AND CITY MANAGER'S OFFICE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Police Department currently has a 2009 Chevrolet Impala with 123,000 miles and it is recommended that this vehicle be replaced with one of the new 2024 Chevrolet Equinox SUVs; and

WHEREAS, the 2009 Chevrolet Impala will be retained and transferred to another Department; and

WHEREAS, the City Manager's office currently uses a 2010 Chevrolet Impala and it is recommended to add one of the new 2024 Chevrolet Equinox SUVs for the City Manager's Office to be used as a pool vehicle by several departments that need a vehicle but not on a daily basis; and

WHEREAS, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City, as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351), desires to purchase two (2) 2024 Chevrolet Equinox SUVs that have been competitively bid and made available through the membership from National Auto Fleet Group of Watsonville, California; and

WHEREAS, the total cost for each 2024 Chevrolet Equinox SUV is \$29,031.61, for a total cost of \$58,063.22, of which one vehicle will be paid with Law Enforcement Funds and one vehicle will be paid with Capital Improvement Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow the order to be immediately placed and receive the vehicles so they can be utilized 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 Police Department and City Manager's Office, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and

| PAGE 2 - ORDINANCE NO. | |
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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 expend funds for the purchase of two (2) 2024 Chevrolet Equinox SUVs through the Sourcewell Cooperative Purchasing Program (Contract #091521-NAF) from National Auto Fleet Group of Watsonville, California, for the Police Department and City Manager's Office at a cost of \$29,031.61 per vehicle for a total amount **not to exceed** Fifty-Eight Thousand Sixty-Three and 22/100 Dollars (\$58,063.22).

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.

| | RICHARD R. BRADY PRESIDENT OF THE CITY COMMISSION |
|---------|---|
| ATTEST: | CATHLEEN A. MYERS |
| | CLERK OF THE CITY COMMISSION |

Passed: June 26, 2023

DEPARTMENT OF PUBLIC WORKS



240 Columbus Avenue Sandusky, Ohio 44870 419.627.5829 www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Aaron M. Klein, P.E.

Date: June 15, 2023

Subject: Commission Agenda Item –Amending Ordinance 23-007, Awarding the Mills

Street High Rate Treatment Project, Funding Splits

<u>ITEM FOR CONSIDERATION:</u> Legislation amending Ordinance 23-007, Awarding the Mills Street 16 MGD High Rate Treatment (HRT) Project, Funding Splits.

BACKGROUND INFORMATION: Legislation was passed at the January 9, 2023, City Commission meeting awarding a contract to The Great Lakes Construction Co. of Hinckley, Ohio, for the Mills Street High-Rate Treatment project, in an amount not to exceed \$33,570,075.00. It was noted at the February 27, 2023 City Commission meeting via the Manager's Report that there was \$500,000 set aside for improvements to the Amvets and Sprau Parks, unrelated to the High-Rate Treatment Project. This money was intended to be used for improvements to the scorebox, a new playground, and other possible items needed to complete park upgrades.

Upon review of the project financials, an error was discovered that the budgetary information presented at the January meeting omitted the funding split for these additional improvements to Amvets and Sprau Parks. Relocation of the ball fields was included in the base bid as that was required for the HRT project.

BUDGETARY INFORMATION: The total construction cost of \$33,570,075 has not changed. The HRT- related cost shall be paid with funds made available through the low-interest loan from the Ohio Water Pollution Loan Fund, a portion of which will be reimbursed by Erie County pursuant to the Sewer Services Agreement. The recreation piece of the project shall be paid fully with City funds allocated as \$350,000 ARPA funds and \$150,000 Capital Projects Funds.

This 100% City-funded portion was applied when calculating the project cost allocations for the City and County. It's simply an error in the City's legislation.

<u>ACTION REQUESTED</u>: It is recommended that proper legislation be prepared amending Ordinance 23-007, Awarding the Mills Street High-Rate Treatment Project, amending the funding splits be approved and that the necessary legislation be passed under suspension of the

| rules | and | ni b | accordan | e wit | h Section | 14 | of | the | City | Charter | to | allow | for | payment | on | work |
|-------|------|------|-------------|-------|-----------|----|----|-----|------|---------|----|-------|-----|---------|----|------|
| perf | orme | d to | o be proces | sed. | | | | | | | | | | | | |

| ı | concur | with | this | recommend | lation |
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John Orzech Interim City Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; B. Heil, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Amvets & Sprau Park Improvements- High Rate Treatment Project

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

Account #240-0000-54000, 431-6504-54000

Michelle Reeder

Finance Director

Dated: 6/16/2023

| ORDINANCE | NO. | |
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| | | |

AN ORDINANCE AMENDING ORDINANCE NO. 23-007, PASSED ON JANUARY 9, 2023; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE GREAT LAKES CONSTRUCTION CO. OF HINCKLEY, OHIO, FOR THE MILLS STREET HIGH-RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the final project included in the 2012-2015 negotiations with the Ohio Environmental Protection Agency regarding the City's General Plan Update is construction of a 16 million gallon per day (MGD) High-Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

WHEREAS, the City Commission approved an agreement for Professional Design Services with Stantec Consulting Services, Inc. of Cleveland, Ohio, for the preliminary design of the Mills Street High-Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021, and subsequently approved a First Amendment to the agreement for detailed design and bidding services by Ordinance No. 22-047, passed on March 14, 2022, and approved a Second Amendment to the Agreement for construction administration services by Ordinance 23-006, passed on January 9, 2023; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Mills Street High-Rate Treatment (HRT) Project by Resolution No. 058-22R, passed on October 24, 2022; and

WHEREAS, the City Commission authorized 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, construction, and inspection of the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Refurbishment Project by Resolution No. 001-23R, passed on January 23, 2023; and

WHEREAS, upon public competitive bidding as required by law, two (2) appropriate bids were received and the bid from The Great Lakes Construction Co. of Hinckley, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the consultant, Stantec Consulting Services, Inc. reviewed the bids and recommends awarding the contract to The Great Lakes Construction Co. and the Director of Public Works agrees with this recommendation; and

WHEREAS, the City Commission was notified through the City Manager's Report on February 27, 2023, that \$500,000.00 was allocated for improvements to AMVETS Park and Sprau Park, unrelated to the Mills Street High-Rate Treatment Project but included in the contract with The Great Lakes Construction Co., to be used for improvements to the scorebox, a new playground, and other possible items necessary to complete park upgrades, and therefore it is necessary to amend Ordinance No. 23-007, to reflect the funding sources for the improvements to the parks; and

WHEREAS, the total construction cost of this project, based on bid, is \$33,570,075.00 of which, 33,070,075.00 will be funded through a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) with the City receiving partial reimbursement from Erie County pursuant to the Sewer Services Agreement, and the balance of \$500,000.00 will be funded with American Rescue Plan Act (ARPA) Funds in the amount of \$350,000.00 and Capital Projects Funds in the amount of \$150,000.00; 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 for payment on work performed to be processed; 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. Section 1. This City Commission hereby amends Ordinance No. 23-007, passed on January 9, 2023.

Section 2. The City Manager is authorized and directed to enter into a contract with The Great Lakes Construction Co. of Hinckley, Ohio, for the Mills Street High-Rate Treatment (HRT) Project, in an amount **not to exceed** Thirty-Three Million Five Hundred Seventy Thousand Seventy-Five and 00/100 Dollars (\$33,570,075.00) consistent with the bid submitted by The Great Lakes Construction Co. of Hinckley, Ohio, currently on file in the office of the Director of Public Works.

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

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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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023





240 Columbus Avenue Sandusky, Ohio 44870 419.627.5829 www.cityofsandusky.com

To: John Orzech, Interim City Manager

From: Megan Stookey, Project Manager

Date: June 13, 2023

Subject: Commission Agenda Item - Justice Center, Office Furniture

ITEM FOR CONSIDERATION: Legislation approving the expenditure of funds to STS Offerings, Ltd., DBA Osupplies.com of Sandusky, Ohio, for the installation and purchase of new office furniture for the Justice Center facility.

<u>BACKGROUND INFORMATION</u>: The Justice Center project, which began with site selection in 2016 and construction contract award in 2022, consists of the renovation and reconstruction of the existing facility at 222 Meigs Street, Former City Hall, to a new Justice Center facility to house the Sandusky Police Department, Municipal Court, and Prosecutor's Office.

On February 24, 2022, the City issued a request for qualifications to firms specializing in furniture space design/planning, furniture supply and installation. Proposals were due to the City on March 11, 2022. Three (3) proposals were received, evaluated and ranked by a section committee. The committee determined that O'Supplies was the most qualified and understanding of the needs and budget for the project. In addition, the City had previously worked with O'Supplies on the furnishing of furniture for the City Hall project and they delivered exceptional service.

Over the past year, staff has worked with O'Supplies to develop a comprehensive layout for the new work spaces, meeting the needs of staff and developing a cost effective scope of services. Through previous legislation approval at the Mary 22, 2023, Commission meeting, via Ordinance No. 23-118, the evidence room shelving has been ordered. Staff is presenting legislation for the purchase of office furniture for the Municipal Court, Prosecutor's Office and Police Department.

O'Supplies has provided the attached proposal and list of goods, ensuring ordering, delivery and installation of all listed items, as per the phasing plans of the building.

BUDGETARY INFORMATION: The cost for the purchase and installation of new office furniture for the Justice Center facility shall not exceed \$334,675.83 and be paid for using the Capital Projects Fund.

ACTION REQUESTED: It is recommended that proper legislation be prepared approving the expenditure of funds to STS Offerings, Ltd., DBA Osupplies.com for the purchase and installation of new furniture at the Justice Center in an amount not to exceed \$334,675.83 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to ensure delivery and installation of the items prior to the completion of each phase of the project.

| I concu | ur with this recommendation: | |
|------------|--------------------------------------|-----------------------------------|
| John C |)rzech | Aaron Klein |
| Joini | 7120011 | Adron Rich |
| Interin | n City Manager | Director |
| cc: | Commission Clerk; M. Reeder, Finance | e Director; B. Heil, Law Director |



189 E Market St

Sandusky, Ohio 44870



| ,0 | oup | Pill | es.com | www.osupplies.com Phone: 419-699-7261 Fax: 419-865-1002 | | | SOI | LUT | TION | IS | |
|------|-----|------|-------------------------------|---|----------------|-----------------------------|---------------|----------|---------------|--------------|-----|
| | | | stomer Name: Date: Attention: | City of Sandusky Justice Center 6/6/2023 | | Ship To: City: State: | | City of | f Sandusky Ju | stice Center | |
| | | Pr | oject Name: ject Number: | MJS-05-54 | | Zip Installed | | | | | |
| | | | ion Number:*** | MJS-05-54-06-02 | | By: Source: | | | GDY | | |
| Line | Qty | | Part # | Description | Option Code | List | Extended List | Net | Net Total | Image | Tag |
| 1 | 1 | ном | H38932LSA1S | HON 38000 Series 60"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,535.00 | \$1,535.00 | \$767.50 | \$767.50 | | 205 |
| 2 | 1 | HON | HSDEP2429FP1S | HON 38000 Series 24'D End-Panel Supports: Freestanding, Paint Finish Charcoal | | \$258.00 | \$258.00 | \$129.00 | \$129.00 | | 205 |
| 3 | 2 | ном | HSDEP3029FP1S | HON 38000 Series 30"D End-Panel Supports: Freestanding, Paint Finish Charcoal | | \$285.00 | \$570.00 | \$142.50 | \$285.00 | | 205 |
| 4 | 2 | HON | HSDMP604P1S | HON 38000 Series Half Hgt 14Hx60W Modesty Panel, Paint Finish Charcoal | | \$272.00 | \$544.00 | \$136.00 | \$272.00 | | 205 |
| 5 | 2 | ном | HSDMP604P1S | HON 38000 Series Half Hgt 14Hx72W Modesty Panel, Paint Finish Charcoal | | \$238.00 | \$476.00 | \$119.00 | \$238.00 | | 205 |
| 6 | 1 | ном | HSDRK29P1S | HON 38000 Series 29.5"H Return Kit, Paint Finish Charcoal | | \$135.00 | \$135.00 | \$67.50 | \$67.50 | | 205 |
| 7 | 2 | ном | HSDSL29P1S | HON 38000 Series Abode Shared Leg, Paint Finish Charcoal | | \$491.00 | \$982.00 | \$245.50 | \$491.00 | 1 | 205 |
| 8 | 1 | HON | HWR2454PLSA1S | HON 38000 Series Rectangular Worksurface Edgeband 24D x 54W, Laminates Finish Sterling Ash, Edge Finish Charcoal | | \$551.00 | \$551.00 | \$275.50 | \$275.50 | | 205 |
| 9 | 1 | HON | HWR2460PLSA1S | HON 38000 Series Rectangular Worksurface Edgeband 24D x 60W, Laminates Finish Sterling Ash, Edge Finish Charcoal | | \$614.00 | \$614.00 | \$307.00 | \$307.00 | | 205 |
| 10 | 2 | ном | HWR3072PLSA1S | HON 38000 Series Rectangular Worksurface Edgeband 24D x 72W, Laminates Finish Sterling Ash, Edge Finish Charcoal | | \$761.00 | \$1,522.00 | \$380.50 | \$761.00 | | 205 |
| 11 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 205 |
| 12 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 205 |
| 14 | 3 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$3,918.00 | \$653.00 | \$1,959.00 | | 209 |
| 15 | 3 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$2,436.00 | \$406.00 | \$1,218.00 | | 209 |

| 16 | 3 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$4,875.00 | \$812.50 | \$2,437.50 | | 209 |
|-----|---|-----|------------------|---|----------|------------|------------|------------|------------|----|-----|
| 17 | 3 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$1,044.00 | \$174.00 | \$522.00 | - | 209 |
| 19 | 3 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | Finishes | \$730.00 | \$2,190.00 | \$365.00 | \$1,095.00 | | 209 |
| 20 | 3 | HON | H19723NP1 | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$2,925.00 | \$487.50 | \$1,462.50 | | 209 |
| 21 | 1 | HON | H9185LSNNO1S | HON Flagship Lateral File, 4 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$2,692.00 | \$2,692.00 | \$1,346.00 | \$1,346.00 | | 209 |
| 22 | 2 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | Finishes | \$982.00 | \$1,964.00 | \$427.47 | \$854.94 | 7 | 209 |
| 23 | 3 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$3,174.00 | \$529.00 | \$1,587.00 | II | 209 |
| 24 | 3 | HON | HHATW2448CTLSA1S | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$1,491.00 | \$248.50 | \$745.50 | | 209 |
| 25 | 4 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$5,224.00 | \$653.00 | \$2,612.00 | | 210 |
| 26 | 4 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$3,248.00 | \$406.00 | \$1,624.00 | | 210 |
| 27 | 4 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$6,500.00 | \$812.50 | \$3,250.00 | | 210 |
| 28 | 4 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$6,552.00 | \$819.00 | \$3,276.00 | | 210 |
| 29 | 4 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$1,392.00 | \$174.00 | \$696.00 | | 210 |
| 31 | 4 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | | \$730.00 | \$2,920.00 | \$365.00 | \$1,460.00 | | 210 |
| 32 | 4 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$3,900.00 | \$487.50 | \$1,950.00 | | 210 |
| 33 | 4 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$3,900.00 | \$487.50 | \$1,950.00 | | 210 |
| 34 | 1 | SIT | 523SN | Sitmatic Posh Series Task Chair Standard With Swivel-Tilt Adjustment, Adjustable Arms & Seat Slider | Finishes | \$1,170.00 | \$1,170.00 | \$611.75 | \$611.75 | 1 | 210 |
| 34A | 1 | SIT | 523SN | Sitmatic Posh Series Task Chair Standard With Swivel-Tilt Adjustment, Adjustable Arms & Seat Slider | Finishes | \$1,170.00 | \$1,170.00 | \$611.75 | \$611.75 | 1 | 210 |
| | | | | | | | | | | | |

| 35 | 4 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$4,232.00 | \$529.00 | \$2,116.00 | | 210 |
|----|---|-----|------------------|---|----------|------------|------------|----------|------------|---|-----|
| 36 | 4 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$1,988.00 | \$248.50 | \$994.00 | | 210 |
| 37 | 1 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$1,306.00 | \$653.00 | \$653.00 | | 211 |
| 38 | 1 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$812.00 | \$406.00 | \$406.00 | | 211 |
| 39 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | | 211 |
| 40 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 211 |
| 41 | 1 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$348.00 | \$174.00 | \$174.00 | | 211 |
| 43 | 1 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | | \$730.00 | \$730.00 | \$365.00 | \$365.00 | | 211 |
| 44 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 211 |
| 45 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 211 |
| 46 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 211 |
| 47 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 211 |
| 48 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$1,118.00 | \$279.50 | \$559.00 | | 211 |
| 49 | 1 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | Finishes | \$982.00 | \$982.00 | \$427.47 | \$427.47 | - | 211 |
| 50 | 1 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$1,058.00 | \$529.00 | \$529.00 | | 211 |
| 51 | 1 | HON | HHATW2448CTLSA1S | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$497.00 | \$248.50 | \$248.50 | | 211 |
| 52 | 1 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$1,306.00 | \$653.00 | \$653.00 | | 212 |
| 53 | 1 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$812.00 | \$406.00 | \$406.00 | | 212 |
| | | | | | | | | | | | |

| 54 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | | 212 |
|----|---|-----|------------------|--|----------|------------|------------|----------|----------|---|-----|
| 55 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 212 |
| 56 | 1 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$348.00 | \$174.00 | \$174.00 | | 212 |
| 58 | 1 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | | \$730.00 | \$730.00 | \$365.00 | \$365.00 | | 212 |
| 59 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 212 |
| 60 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 212 |
| 61 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 212 |
| 62 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 212 |
| 63 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$1,118.00 | \$279.50 | \$559.00 | E | 212 |
| 64 | 1 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | Finishes | \$967.00 | \$967.00 | \$505.62 | \$505.62 | | 212 |
| 65 | 1 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$1,058.00 | \$529.00 | \$529.00 | | 212 |
| 66 | 1 | HON | HHATW2448CTLSA1S | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$497.00 | \$248.50 | \$248.50 | | 212 |
| 67 | 1 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$1,306.00 | \$653.00 | \$653.00 | | 213 |
| 68 | 1 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$812.00 | \$406.00 | \$406.00 | | 213 |
| 69 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | | 213 |
| 70 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 213 |
| 71 | 1 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$348.00 | \$174.00 | \$174.00 | | 213 |
| 73 | 1 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | | \$730.00 | \$730.00 | \$365.00 | \$365.00 | | 213 |
| | | | | | | | | | | | |

| 74 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 213 |
|----|---|-----|-----------------|--|----------|------------|------------|----------|----------|-----|-----|
| 75 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 213 |
| 76 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 213 |
| 77 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 213 |
| 78 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$1,118.00 | \$279.50 | \$559.00 | | 213 |
| 80 | 1 | HON | HHATB2S2LTP1 | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$1,058.00 | \$529.00 | \$529.00 | II | 213 |
| 81 | 1 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$497.00 | \$248.50 | \$248.50 | | 213 |
| 82 | 3 | KFI | CS2300-P | KFI Kool Series, Caster Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$404.00 | \$1,212.00 | \$215.33 | \$646.00 | | 214 |
| 83 | 1 | SPT | STRU-H-3048 | SPECIALT Structure H Series Multi-Purpose Table, 30" x 48" Rectangle, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,092.00 | \$1,092.00 | \$582.04 | \$582.04 | FIF | 214 |
| 84 | 1 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$1,306.00 | \$653.00 | \$653.00 | | 215 |
| 85 | 1 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$812.00 | \$406.00 | \$406.00 | | 215 |
| 86 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | | 215 |
| 87 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 215 |
| 88 | 1 | HON | HH870960S | HON Tasklight 60W | | \$348.00 | \$348.00 | \$174.00 | \$174.00 | | 215 |
| 90 | 1 | HON | HT72NDA09S | HON 72 Tack Board for 72W Hutchs, Upholstered in Grade A Fabric, Patern Nobal, Color Aegean # NBLE18 | | \$730.00 | \$730.00 | \$365.00 | \$365.00 | | 215 |
| 91 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 215 |
| 92 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 215 |
| 93 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 215 |
| | | | | | | | | | | | |

| 94 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 215 |
|-----|----|-----|-----------------|---|----------|------------|-------------|------------|------------|-------------|-----|
| 95 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$1,118.00 | \$279.50 | \$559.00 | | 215 |
| 96 | 1 | SIT | 523SN | Sitmatic Posh Series Task Chair Standard With Swivel-Tilt Adjustment, Seat Slider NO ARMS | Finishes | \$1,025.00 | \$1,025.00 | \$535.94 | \$535.94 | +0 | 215 |
| 97 | 1 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$1,058.00 | \$529.00 | \$529.00 | | 215 |
| 98 | 1 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$497.00 | \$248.50 | \$248.50 | | 215 |
| 99 | 3 | KFI | CS2300-P | KFI Kool Series, Caster Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$404.00 | \$1,212.00 | \$215.33 | \$646.00 | | 217 |
| 100 | 1 | SPT | STRU-H-3048 | SPECIALT Structure H Series Multi-Purpose Table, 30" x 48" Rectangle, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,092.00 | \$1,092.00 | \$582.04 | \$582.04 | AA | 217 |
| 101 | 3 | HON | H38932LSA1S | HON 38000 Series 60"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,535.00 | \$4,605.00 | \$767.50 | \$2,302.50 | | 220 |
| 103 | 3 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$2,925.00 | \$487.50 | \$1,462.50 | | 220 |
| 104 | 4 | HON | H9185LSNNP1S | HON Flagship Lateral File, 36"Wide, With Open Shelves, NO DOORS Above "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$2,692.00 | \$10,768.00 | \$1,346.00 | \$5,384.00 | | 220 |
| 106 | 3 | HON | HHATB2S2LTP1S | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | | \$1,058.00 | \$3,174.00 | \$529.00 | \$1,587.00 | | 220 |
| 107 | 3 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | | \$497.00 | \$1,491.00 | \$248.50 | \$745.50 | | 220 |
| 108 | 10 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$5,590.00 | \$279.50 | \$2,795.00 | | 221 |
| 109 | 2 | HON | HTG2PWR-3P-2B-2 | HON ElloraB G2 Fiptop 3 AC Pwr-1 Dual USB-A-2 Blank Table Top Power and USB Outlets | | \$1,084.00 | \$2,168.00 | \$542.00 | \$1,084.00 | III) | 221 |
| 110 | 1 | HON | HTLC48120LSA1 | HON Preside Series 120W x 48D Rectangular Conference Table Top Laminate Top, Laminates Finish Sterling Ash. | | \$1,448.00 | \$1,448.00 | \$724.00 | \$724.00 | | 221 |
| 111 | 1 | HON | HTLCUBE120LSA1 | HON Preside Series Laminate Cube Base For The 120" Conference Table Top, Laminates Finish Charcoal, 2 Each Per Package, | | \$2,813.00 | \$2,813.00 | \$1,406.50 | \$1,406.50 | | 221 |
| 112 | 15 | KFI | SL2700-P | KFI Imme Series, Sled Base Stack Chair; / Poly Back / Chrome Steel Frame | Finishes | \$374.00 | \$5,610.00 | \$199.34 | \$2,990.13 | | 224 |
| 113 | 3 | SPT | SIEN-48 | SPECIALT Sienna Series Breakroom/Hospitality Table, 48"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,320.00 | \$3,960.00 | \$703.56 | \$2,110.68 | 1 | 224 |
| | | | | | | | | | | | |

| | | | | | | | | | |
|-----|---|-----|---------------|---|----------------|------------|------------|------------|------|
| 114 | 1 | HON | H38210LSA1S | HON 38000 Series 24D x 48W, Bridge Laminates Finish Sterling Ash, Paint Finish Charcoal | \$835.00 | \$835.00 | \$417.50 | \$417.50 | 228 |
| 115 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | 228 |
| 116 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | 228 |
| 117 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | 228 |
| 118 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | 228 |
| 119 | 2 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$1,436.00 | \$2,872.00 | \$718.00 | \$1,436.00 | 228 |
| 120 | 2 | HON | H9185LSNNP1S | HON Flagship Lateral File,36"Wide, With Hinged Doors"N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$2,952.00 | \$5,904.00 | \$1,476.00 | \$2,952.00 | 228 |
| 121 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | 228 |
| 122 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | \$559.00 | \$1,118.00 | \$279.50 | \$559.00 | 228 |
| 124 | 1 | HON | H38210LSA1S | HON 38000 Series 24D x 48W, Bridge Laminates Finish Sterling Ash, Paint Finish Charcoal | \$835.00 | \$835.00 | \$417.50 | \$417.50 | 230 |
| 125 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | 230 |
| 126 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | 230 |
| 128 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | 230 |
| 129 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | 230 |
| 130 | 4 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$1,436.00 | \$5,744.00 | \$718.00 | \$2,872.00 | 230 |
| 131 | 2 | HON | H9185LSNNP1S | HON Flagship Lateral File, 36"Wide, With Open Shelves Above "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$2,692.00 | \$5,384.00 | \$1,346.00 | \$2,692.00 | 230 |
| 132 | 4 | HON | H919436LSA1S | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | \$714.00 | \$2,856.00 | \$357.00 | \$1,428.00 | 230 |
| 133 | 6 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | \$559.00 | \$3,354.00 | \$279.50 | \$1,677.00 | 230 |
| | | | | | | | | | |

| 135 | 1 | HON | HTG2PWR-3P-2B-2 | HON ElloraB G2 Fiptop 3 AC Pwr-1 Dual USB-A-2 Blank Table Top Power and USB Outlets | | \$1,084.00 | \$1,084.00 | \$542.00 | \$542.00 | | 230 |
|-----|---|-----|-----------------|---|----------|------------|-------------|------------|------------|---|-----|
| 136 | 1 | HON | HTLC4896LSA1S | HON Preside Series 96W x 48D Rectangular Conference Table Top Laminate Top, Laminates Finish Sterling Ash. | | \$1,150.00 | \$1,150.00 | \$575.00 | \$575.00 | | 230 |
| 137 | 1 | HON | HTLCUBE96LSA1S | HON Preside Series Laminate Cube Base For The 96" Conference Table Top, Laminates Finish Charcoal. | | \$2,492.00 | \$2,492.00 | \$1,246.00 | \$1,246.00 | | 230 |
| 138 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 231 |
| 139 | 1 | ном | H38943RLSA1S | HON 38000 Series 48"W 30"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 231 |
| 140 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 231 |
| 141 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 231 |
| 142 | 1 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$559.00 | \$559.00 | \$279.50 | \$279.50 | | 231 |
| 143 | 1 | ном | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | Finishes | \$982.00 | \$982.00 | \$427.47 | \$427.47 | 7 | 231 |
| | 1 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | Finishes | \$967.00 | \$967.00 | \$505.62 | \$505.62 | | 234 |
| 144 | 4 | HON | H9195NP1S | HON Flagship Lateral File, 5 Drawer, 42"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$3,570.00 | \$14,280.00 | \$1,785.00 | \$7,140.00 | | 236 |
| 145 | 1 | KFI | 2300-BEAM-4-U | KFI Kool Series,Kool Beam Seating; 4-Seat Beam; Poly Seat and Back | Finishes | \$2,340.00 | \$2,340.00 | \$1,247.22 | \$1,247.22 | | 241 |
| 146 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 242 |
| 147 | 1 | HON | H38944LLSA1S | HON 38000 Series 48"W 30"D 29-1/2"H Left Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 242 |
| 148 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 242 |
| 149 | 1 | ном | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 242 |
| 150 | 3 | ном | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$4,308.00 | \$718.00 | \$2,154.00 | | 242 |
| 151 | 1 | ном | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 242 |

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|-----|---|-----|---------------|---|---|------------|------------|----------|------------|-----------|-----|
| 152 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | | 242 |
| 153 | 2 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$1,182.00 | \$295.50 | \$591.00 | | 242 |
| 155 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 244 |
| 156 | 1 | HON | H38943RLSA1S | HON 38000 Series 48"W 30"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 244 |
| 157 | 1 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | NO CHAIR WAS SELECTED FOR THIS AREA | \$844.00 | \$844.00 | \$422.00 | \$422.00 | ** | 244 |
| 158 | 2 | KFI | 2300-BEAM-3-U | KFI Kool Series,Kool Beam Seating; 4-Seat Beam; Poly Seat and Back | | \$1,862.00 | \$3,724.00 | \$992.45 | \$1,984.89 | | 247 |
| 159 | 1 | HON | H38934LSA1S | HON 38000 Series 72"W 36"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,682.00 | \$1,682.00 | \$841.00 | \$841.00 | | 248 |
| 160 | 1 | HON | H38944LLSA1S | HON 38000 Series 48"W 24"D 29-1/2"H Left Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 248 |
| 161 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 248 |
| 162 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 248 |
| 163 | 2 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$2,872.00 | \$718.00 | \$1,436.00 | | 248 |
| 164 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | | 248 |
| 165 | 2 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$1,182.00 | \$295.50 | \$591.00 | E | 248 |
| 166 | 1 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | Finishes | \$982.00 | \$982.00 | \$427.47 | \$427.47 | | 248 |
| 167 | 1 | HON | H38934LSA1S | HON 38000 Series 72"W 36"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,682.00 | \$1,682.00 | \$841.00 | \$841.00 | | 253 |
| 168 | 1 | HON | H38944LLSA1S | HON 38000 Series 48"W 24"D 29-1/2"H Left Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 253 |
| 169 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 253 |
| 170 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 253 |

| 171 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 253 |
|-----|---|-----|---------------|---|----------|------------|------------|----------|------------|---|-----|
| 172 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 253 |
| 173 | 4 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$2,364.00 | \$295.50 | \$1,182.00 | | 253 |
| 174 | 1 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | Finishes | \$967.00 | \$967.00 | \$505.62 | \$505.62 | | 253 |
| 175 | 1 | HON | HT29ALEGP1 | HON Preside Series 29.5H Angled Leg Round, Square, and Soft Square Tops, Paint Finish Charcoal | | \$1,636.00 | \$1,636.00 | \$818.00 | \$818.00 | | 253 |
| 176 | 1 | HON | HTLD48LSA1 | HON Preside Series 48"Round Shaped Laminate Top, Laminate Finish Sterling Ash | | \$652.00 | \$652.00 | \$326.00 | \$326.00 | | 253 |
| 177 | 4 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$2,364.00 | \$295.50 | \$1,182.00 | E | 253 |
| 179 | 1 | HON | HT29ALEGP1 | HON Preside Series 29.5H Angled Leg Round, Square, and Soft Square Tops, Paint Finish Charcoal | | \$1,636.00 | \$1,636.00 | \$818.00 | \$818.00 | | 253 |
| 180 | 1 | HON | HTLD48LSA1 | HON Preside Series 48"Round Shaped Laminate Top, Laminate Finish Sterling Ash | | \$652.00 | \$652.00 | \$326.00 | \$326.00 | | 253 |
| 181 | 4 | KFI | CS2300-P | KFI Kool Series, Caster Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$404.00 | \$1,616.00 | \$215.33 | \$861.33 | | 255 |
| 182 | 1 | SPT | SIEN-36 | SPECIALT Sienna Series Breakroom/Hospitality Table, 36"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,105.00 | \$1,105.00 | \$588.97 | \$588.97 | | 255 |
| 1 | 3 | KFI | 2300-BEAM-3-U | KFI Kool Series,Kool Beam Seating; 4-Seat Beam; Poly Seat and Back | | \$1,862.00 | \$5,586.00 | \$992.45 | \$2,977.34 | | 109 |
| 2 | 4 | KFI | 2300-P | KFI Kool Series, Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$1,344.00 | \$179.09 | \$716.35 | | 110 |
| 3 | 1 | SPT | SIEN-36 | SPECIALT Sienna Series Breakroom/Hospitality Table, 36"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,105.00 | \$1,105.00 | \$588.97 | \$588.97 | | 110 |
| 4 | 4 | KFI | 2300-P | KFI Kool Series, Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$1,344.00 | \$179.09 | \$716.35 | | 111 |
| 5 | 1 | SPT | SIEN-36 | SPECIALT Sienna Series Breakroom/Hospitality Table, 36"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,105.00 | \$1,105.00 | \$588.97 | \$588.97 | | 111 |
| 6 | 2 | HON | HSDEP2429FP1S | HON 24"D End-Panel Supports: Freestanding, Paint Finish Charcoal | | \$258.00 | \$516.00 | \$129.00 | \$258.00 | | 112 |
| 7 | 3 | HON | HSDEP3029FP1S | HON 30"D End-Panel Supports: Freestanding, Paint Finish Charcoal | | \$285.00 | \$855.00 | \$142.50 | \$427.50 | | 112 |
| | | | | | | | | | | | |

| 10 | 2 | HON | HSDMP724P1S | HON Half Hgt 14Hx72W Mod Pnl, Paint Finish Charcoal | | \$283.00 | \$566.00 | \$141.50 | \$283.00 | | 112 |
|-----|---|-----|--------------|---|----------|------------|------------|------------|------------|---|-----------|
| 11 | 1 | HON | HSDRK29P1S | HON 29.5"H Return Kit, Paint Finish Charcoal | | \$135.00 | \$135.00 | \$67.50 | \$67.50 | | 112 |
| 11A | 1 | HON | HCTROUGH1710 | 17 Inches Long CableManagementTroughs, package of 10 | | \$841.00 | \$841.00 | \$420.50 | \$420.50 | | 112 / 152 |
| 12 | 6 | HON | HSDSL29P1 | HON Abode Series Shared Leg Paint Finish Charcoal | | \$491.00 | \$2,946.00 | \$245.50 | \$1,473.00 | | 112 |
| 12A | 4 | HON | HVPWLBK30 | Worksurface Wall Mount Bracket | | \$127.00 | \$508.00 | \$63.50 | \$254.00 | | 112 |
| 12B | 4 | HON | HHN831130 | Worksurface Flat Bracket | | \$85.00 | \$340.00 | \$42.50 | \$170.00 | | 112 |
| 12C | 6 | HON | HSDGP1 | HON Systems Gussets 1 Pair Paint Finish Charcoal | | \$152.00 | \$912.00 | \$76.00 | \$456.00 | | 112 |
| 13 | 2 | HON | HWR2472PLSA1 | HON Systems Series, 24D x 72W Worksurface, Laminates Finish Sterling Ash | | \$679.00 | \$1,358.00 | \$339.50 | \$679.00 | | 112 |
| | 3 | HON | HLSLZ5SC78 | 66 Inch External Support Channe | | \$152.00 | \$456.00 | \$76.00 | \$228.00 | | 112 |
| 14 | 1 | HLF | HLFCUSTOM | 3 Each Custom Made Laminate Tops 30 Inches Deep, Per Specifications Laminate Color Wilsonart | | \$5,500.00 | \$5,500.00 | \$2,750.00 | \$2,750.00 | | 112 |
| 16 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 112 |
| 17 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 112 |
| 18 | 1 | HON | H9180NP1 | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 112 |
| 19 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 112 |
| 20 | 1 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | | \$982.00 | \$982.00 | \$427.47 | \$427.47 | 1 | 112 |
| 21 | 4 | KFI | 2300-P | KFI Kool Series, Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$1,344.00 | \$179.09 | \$716.35 | A | 118 |
| 22 | 1 | SPT | SIEN-36 | SPECIALT Sienna Series Breakroom/Hospitality Table, 36"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,105.00 | \$1,105.00 | \$588.97 | \$588.97 | T | 118 |
| 23 | 4 | KFI | 2300-P | KFI Kool Series, Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$1,344.00 | \$179.09 | \$716.35 | A | 119 |

| | | | | | • | | | | | | |
|-----|----|-----|-------------------|--|----------|------------|-------------|------------|------------|------------|-----|
| 24 | 1 | SPT | SIEN-36 | SPECIALT Sienna Series Breakroom/Hospitality Table, 36"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,105.00 | \$1,105.00 | \$588.97 | \$588.97 | | 119 |
| 25 | 6 | HON | HIEH1 | HON Ignition Series Executive High-Back Task Chair. Contoured seat and back reduce pressure points to deliver ergonomic support. Back height adjusts to various body sizes | Finishes | \$1,007.00 | \$6,042.00 | \$503.50 | \$3,021.00 | } (| 120 |
| 26 | 12 | HON | HIWM1.F.H.M | HON Ignition Series Mid-Back Task Chair. Contoured seat and back reduce pressure points to deliver ergonomic support. Back height adjusts to various body sizes | Finishes | \$955.00 | \$11,460.00 | \$477.50 | \$5,730.00 | * | 120 |
| 27 | 2 | SPT | SIEN-1TL-3060 | SPECIALT Sienna Series 30" x 60" Table, With TL Single Column Leg , Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,388.00 | \$2,776.00 | \$739.80 | \$1,479.61 | | 120 |
| 28 | 20 | HON | HMBFLIP18LP1 | HON Huddle Series Flip Top Bases for 18x60 & 18x72 Tops, Paint Finish Charcoal | | \$883.00 | \$17,660.00 | \$441.50 | \$8,830.00 | # ## | 125 |
| 29 | 20 | HON | HMT1860GLSA1 | HON Huddle Series 18x60 Table Top With Edgeband, Laminates Finish Sterling Ash | | \$469.00 | \$9,380.00 | \$234.50 | \$4,690.00 | ## ## | 125 |
| 30 | 52 | KFI | 2300-P | KFI Kool Series, Stacking Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$17,472.00 | \$179.09 | \$9,312.58 | | 125 |
| 31 | 1 | HON | H38933LSA1S | HON 38000 Series 60"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,614.00 | \$1,614.00 | \$807.00 | \$807.00 | | 131 |
| 32 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 131 |
| 33 | 2 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$2,872.00 | \$718.00 | \$1,436.00 | | 131 |
| 34 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | | 131 |
| 35 | 1 | HON | HIWM2NHUWP40TSB | HON Ignition Ignition Mid-Back Chair, Upholsytered in Grade 1(Wisper Vinyl Black), Black Frame Finish | | \$1,122.00 | \$1,122.00 | \$560.40 | \$560.40 | | 131 |
| 36 | 6 | HON | HIEH1 | HON Ignition Series Executive High-Back Task Chair. Contoured seat and back reduce pressure points to deliver ergonomic support. Back height adjusts to various body sizes | Finishes | \$1,007.00 | \$6,042.00 | \$503.50 | \$3,021.00 | | 132 |
| 37 | 12 | HON | HIWM1.F.H.M | HON Ignition Series Mid-Back Task Chair. Contoured seat and back reduce pressure points to deliver ergonomic support. Back height adjusts to various body sizes | Finishes | \$955.00 | \$11,460.00 | \$477.50 | \$5,730.00 | | 132 |
| 38 | 2 | HON | HTLC4296LCTFPLSA1 | HON Preside Collaborative 42" X 96" Tables, Laminates Finish Sterling Ash | | \$2,130.00 | \$4,260.00 | \$1,065.00 | \$2,130.00 | | 132 |
| 38A | 1 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | Finishes | \$967.00 | \$967.00 | \$505.62 | \$505.62 | | 132 |
| 39 | 1 | HON | H38934LSA1S | HON 38000 Series 72"W 36"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,682.00 | \$1,682.00 | \$841.00 | \$841.00 | | 133 |
| 40 | 1 | HON | H38943LLSA1S | HON 38000 Series 48"W 24"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 133 |

| 41 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 133 |
|----|---|-----|--------------|---|----------|------------|------------|----------|------------|---|-----|
| 42 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 133 |
| 43 | 2 | HON | H9180NP1 | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$2,872.00 | \$718.00 | \$1,436.00 | | 133 |
| 44 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | | 133 |
| 45 | 4 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$2,364.00 | \$295.50 | \$1,182.00 | | 133 |
| 47 | 1 | HON | HT29ALEGP1 | HON Preside Series 29.5H Angled Leg Round, Square, and Soft Square Tops, Paint Finish Charcoal | | \$1,636.00 | \$1,636.00 | \$818.00 | \$818.00 | | 133 |
| 48 | 1 | HON | HTLD48LSA1 | HON Preside Series 48"Round Shaped Laminate Top, Laminate Finish Sterling Ash | | \$652.00 | \$652.00 | \$326.00 | \$326.00 | | 133 |
| 49 | 2 | HON | H386572NP1S | HON 38000 Series Stack-on Full Clearance Hutch 13 1/2Dx72Wx34 3/4x25H, Paint Finish Charcoal | | \$1,306.00 | \$2,612.00 | \$653.00 | \$1,306.00 | | 136 |
| 50 | 2 | HON | H387215P1S | HON 38000 Series 36w x 15h flipper doors w/ lock, Paint Finish Charcoal, Standard Random Key Lock | | \$812.00 | \$1,624.00 | \$406.00 | \$812.00 | | 136 |
| 51 | 6 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,638.00 | \$9,828.00 | \$819.00 | \$4,914.00 | | 136 |
| 52 | 5 | HON | H38949RLSA1S | HON 38000 Series 42"W 24"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,093.00 | \$5,465.00 | \$546.50 | \$2,732.50 | | 136 |
| 53 | 1 | HON | H38950LLSA1S | HON 38000 Series 42"W 24"D 29-1/2"H Left Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,093.00 | \$1,093.00 | \$546.50 | \$546.50 | | 136 |
| 56 | 6 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$5,850.00 | \$487.50 | \$2,925.00 | | 136 |
| 57 | 6 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$5,850.00 | \$487.50 | \$2,925.00 | | 136 |
| 58 | 3 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | | \$1,436.00 | \$4,308.00 | \$718.00 | \$2,154.00 | | 136 |
| 59 | 1 | ном | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 136 |
| 60 | 1 | HON | H919472LSA1 | 72Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | | \$1,155.00 | \$1,155.00 | \$577.50 | \$577.50 | | 136 |
| 61 | 2 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | | \$982.00 | \$1,964.00 | \$427.47 | \$854.94 | 1 | 136 |

| 61A | 3 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | \$967.00 | \$2,901.00 | \$505.62 | \$1,516.86 | | 136 |
|-----|---|-----|-----------------|---|------------|------------|----------|------------|---|-----|
| 62 | 3 | HON | H38935LSA1 | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,638.00 | \$4,914.00 | \$819.00 | \$2,457.00 | | 137 |
| 63 | 3 | HON | H38949RLSA1 | HON 38000 Series 42"W 24"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,093.00 | \$3,279.00 | \$546.50 | \$1,639.50 | | 137 |
| 64 | 3 | HON | H19723NP1 | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$2,925.00 | \$487.50 | \$1,462.50 | | 137 |
| 65 | 3 | HON | H19823NP1 | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$2,925.00 | \$487.50 | \$1,462.50 | | 137 |
| 66 | 1 | HON | HIWMMY1AHIM | HON Ignition 2.0 4-way stretch Mesh Back Task Chair Advanced Synchro-Tilt Control Height- and Width-Adjustable Arms, Black Frame Finish | \$982.00 | \$982.00 | \$427.47 | \$427.47 | | 137 |
| 66A | 2 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | \$967.00 | \$1,934.00 | \$505.62 | \$1,011.24 | | 137 |
| 67 | 1 | HON | H38935LSA1S | HON 38000 Series 72"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,638.00 | \$1,638.00 | \$819.00 | \$819.00 | | 139 |
| 68 | 1 | HON | H38949RLSA1S | HON 38000 Series 42"W 24"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,093.00 | \$1,093.00 | \$546.50 | \$546.50 | | 139 |
| 69 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 139 |
| 70 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 139 |
| 71 | 1 | HON | HIWM2NHUWP40TSB | HON Ignition Ignition Mid-Back Chair, Upholsytered in Grade 1(Wisper Vinyl Black), Black Frame Finish | \$1,122.00 | \$1,122.00 | \$560.40 | \$560.40 | * | 139 |
| 72 | 1 | HON | H38934LSA1S | HON 38000 Series 72"W 36"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,682.00 | \$1,682.00 | \$841.00 | \$841.00 | | 141 |
| 73 | 1 | HON | H38943RLSA1S | HON 38000 Series 48"W 24"D 29-1/2"H Right Hand Return, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1,172.00 | \$1,172.00 | \$586.00 | \$586.00 | | 141 |
| 74 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 141 |
| 75 | 1 | HON | H19823NP1S | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | \$975.00 | \$975.00 | \$487.50 | \$487.50 | | 141 |
| 76 | 1 | HON | H9180NP1S | HON Flagship Lateral File, 2 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$1,436.00 | \$1,436.00 | \$718.00 | \$718.00 | | 141 |
| 77 | 1 | HON | H919436LSA1 | 36Wx18D Square Edge Laminate Top For Lateral File, Laminate Finish Sterling Ash | \$714.00 | \$714.00 | \$357.00 | \$357.00 | | 141 |
| | | | | | | | | | | |

| | | | | | | | | | | |
|-----|----|-----|-----------------|--|----------|------------|------------|------------|------------|------|
| 78 | 2 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | Finishes | \$591.00 | \$1,182.00 | \$295.50 | \$591.00 | 141 |
| 79 | 1 | 9T5 | 2170-Y3-A36 | 9 TO 5 Theory Series Mid Back All Mesh Task Chair With Arms | Finishes | \$967.00 | \$967.00 | \$505.62 | \$505.62 | 141 |
| 80 | 12 | KFI | 2300-P | KFI Kool Series, Chair Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$4,032.00 | \$179.09 | \$2,149.06 | 142 |
| 81 | 2 | SPT | SIEN-48 | SPECIALT Sienna Series Breakroom/Hospitality Table, 48"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,320.00 | \$2,640.00 | \$703.56 | \$1,407.12 | 142 |
| 82 | 16 | HON | HIGS6 | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | | \$591.00 | \$9,456.00 | \$295.50 | \$4,728.00 | 147 |
| 83 | 3 | HON | HTG2PWR-3P-2B-2 | HON ElloraB G2 Fiptop 3 AC Pwr-1 Dual USB-A-2 Blank Table Top Power and USB Outlets | | \$1,084.00 | \$3,252.00 | \$542.00 | \$1,626.00 | 147 |
| 84 | 1 | HON | HTLC48180LSA1 | HON Preside Series 180W x 48D Rectangular Conference Table Top Laminate Top, Laminates Finish Sterling Ash, 3 Piece Top | | \$2,448.00 | \$2,448.00 | \$1,224.00 | \$1,224.00 | 147 |
| 85 | 1 | HON | HTLCUBE180LSA1 | HON Preside Series Laminate Cube Base For The 120" Conference Table Top, Laminates Finish Charcoal, 3 Piece Base | | \$4,360.00 | \$4,360.00 | \$2,180.00 | \$2,180.00 | 147 |
| 86 | 6 | KFI | 2300-P | KFI Kool Series, Chair; Poly Seat / Poly Back / Steel Frame | Finishes | \$336.00 | \$2,016.00 | \$179.09 | \$1,074.53 | 151 |
| 87 | 1 | SPT | SIEN-48 | SPECIALT Sienna Series Breakroom/Hospitality Table, 48"D, Round, Laminates Finish Sterling Ash, Paint Finish Charcoal. | | \$1,320.00 | \$1,320.00 | \$703.56 | \$703.56 | 151 |
| 88 | 2 | HON | HSDEP3029FP1 | HON 38000 Series 30"D End-Panel Supports: Freestanding, Paint Finish Charcoal | | \$285.00 | \$570.00 | \$142.50 | \$285.00 | 152 |
| 89 | 6 | HON | HSDGP1 | HON Systems Gussets 1 Pair Paint Finish Charcoal | | \$152.00 | \$912.00 | \$76.00 | \$456.00 | 152 |
| 90 | 5 | HON | HSDSL29P1 | HON 38000 Series Abode Shared Leg, Paint Finish Charcoal | | \$491.00 | \$2,455.00 | \$245.50 | \$1,227.50 | 152 |
| 90A | 1 | HLF | HLFCUSTOM | 2 Each Custom Made Laminate Tops 30 Inches Deep, Per Specifications Laminate Color Wilsonart | | \$4,900.00 | \$4,900.00 | \$2,611.70 | \$2,611.70 | 152 |
| 90B | 7 | COE | PLTFP1530BL | 15 Inches High x 30 Inches Long Fabric Privacy Screens | Finishes | \$350.00 | \$2,450.00 | \$186.55 | \$1,305.85 | 152 |
| 90C | 14 | COE | OSTB400SI | Top Mount Divider Bracket (For Panels) | | \$48.00 | \$672.00 | \$25.58 | \$358.18 | 152 |
| 91 | 7 | HON | HIWM2NHUWP40TSB | HON Ignition Ignition Mid-Back Chair, Upholsytered in Grade 1(Wisper Vinyl Black), Black Frame Finish | | \$1,122.00 | \$7,854.00 | \$560.40 | \$3,922.80 | 152 |
| 92 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | | \$1,625.00 | \$1,625.00 | \$812.50 | \$812.50 | 153 |
| | | | | | | | | | | |

| 94 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$9 | 975.00 | \$975.00 | \$487.50 | \$487.50 | | 153 |
|------|---|-----|-----------------|--|------|---------|------------|------------|------------|----|-----|
| 95 | 2 | HON | H9185LSNNP1S | HON Flagship Lateral File,36"Wide, With Hinged Doors"N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$2, | ,952.00 | \$5,904.00 | \$1,476.00 | \$2,952.00 | | 153 |
| 96 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | \$5 | 559.00 | \$1,118.00 | \$279.50 | \$559.00 | | 153 |
| 98 | 1 | HON | HHATB2S2LTP1 | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | \$1, | ,058.00 | \$1,058.00 | \$529.00 | \$529.00 | | 153 |
| 99 | 1 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | \$4 | 497.00 | \$497.00 | \$248.50 | \$248.50 | | 153 |
| 100 | 1 | HON | HLSL3614LLSA1 | HON 36"W x 14"H Laminate Floating Modesty Panel, Laminates Finish Sterling Ash | \$2 | 243.00 | \$243.00 | \$121.50 | \$121.50 | | 153 |
| 101 | 1 | HON | H38925LSA1S | HON 38000 Series 72"W 24"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1, | ,625.00 | \$1,625.00 | \$812.50 | \$812.50 | | 154 |
| 103 | 1 | HON | H19723NP1S | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | \$9 | 975.00 | \$975.00 | \$487.50 | \$487.50 | | 154 |
| 104 | 2 | HON | H9184NP1S | HON Flagship Lateral File, 4 Drawer, 36"Wide "N" Pull, Paint Finish Charcoal, Standard Random Key Lock | \$2, | ,432.00 | \$4,864.00 | \$1,216.00 | \$2,432.00 | | 154 |
| 105 | 2 | HON | HIGS6.N.E.IC. | HON Ignition Series Guest/Multi-Purpose Chair Four-Leg Stackable, Upholstered in Grade 1, Shell Finish Black | \$5 | 559.00 | \$1,118.00 | \$279.50 | \$559.00 | | 154 |
| 106 | 1 | HON | HIWM2NHUWP40TSB | HON Ignition Ignition Mid-Back Chair, Upholsytered in Grade 1(Wisper Vinyl Black), Black Frame Finish | \$1, | ,122.00 | \$1,122.00 | \$560.40 | \$560.40 | }• | 154 |
| 107 | 1 | HON | HHATB2S2LTP1 | HON Coordinate2 Stage 2 Leg Rectangle T Foot Height- Adjustable Base, Paint Finish Charcoal | \$1, | ,058.00 | \$1,058.00 | \$529.00 | \$529.00 | | 154 |
| 108 | 1 | HON | HHATW2448CTLSA1 | HON 48W x 24D Worksurface, Standard With 2 Grommets, Laminates Finish Sterling Ash, Edge Finish Charcoal - C/T Base | \$4 | 497.00 | \$497.00 | \$248.50 | \$248.50 | | 154 |
| 109 | 1 | HON | HLSL3614LLSA1 | HON 36"W x 14"H Laminate Floating Modesty Panel, Laminates Finish Sterling Ash | \$2 | 243.00 | \$243.00 | \$121.50 | \$121.50 | | 154 |
| 109B | 1 | HON | HIWM2NHUWP40TSB | HON Ignition Ignition Mid-Back Chair, Upholsytered in Grade 1(Wisper Vinyl Black), Black Frame Finish | \$1, | ,122.00 | \$1,122.00 | \$560.40 | \$560.40 | | 164 |
| 110 | 1 | HON | H38933LSA1 | HON 38000 Series 60"W 30"D 29-1/2"H Modular Desk Shell, Laminates Finish Sterling Ash, Paint Finish Charcoal | \$1, | ,614.00 | \$1,614.00 | \$807.00 | \$807.00 | | 165 |
| 111 | 2 | HON | HSDEP3029FP1 | HON 38000 Series 30"D End-Panel Supports: Freestanding, Paint Finish Charcoal | \$2 | 285.00 | \$570.00 | \$142.50 | \$285.00 | | 165 |
| 112 | 1 | HON | HSDMP484P1 | HON 38000 Series Half Hgt 14"Hx48"W Modesty Panel, Paint Finish Charcoal | \$2 | 263.00 | \$263.00 | \$131.50 | \$131.50 | | 165 |
| | | | | | | | | | | | |

"Bill of Materials" Page 17 of 17

| 113 | 3 | HON | HSDMP724P1 | HON Half Hgt 14Hx72W Mod Pnl, Paint Finish Charcoal | | \$283.00 | \$849.00 | \$141.50 | \$424.50 | 165 |
|-----|----|-----|---|---|---------------|-----------|----------------|------------|----------------|-----|
| 114 | 3 | HON | HSDSL29P1 | HON 38000 Series Abode Shared Leg, Paint Finish Charcoal | | \$491.00 | \$1,473.00 | \$245.50 | \$736.50 | 165 |
| 115 | 4 | HON | H19723NP1 | HON Flagship Pedestal "N" Pull Freestanding B/B/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$3,900.00 | \$487.50 | \$1,950.00 | 165 |
| 116 | 1 | HON | H19823NP1 | HON Flagship Pedestal "N" Pull Freestanding F/F, Paint Finish Charcoal, Standard Random Key Lock | | \$975.00 | \$975.00 | \$487.50 | \$487.50 | 165 |
| 118 | 11 | NEO | 7R8PF3MJ | Neosmuk 800 lb Neodymium High Power Magnet, Rare Earth Magnet | | \$75.00 | \$825.00 | \$37.50 | \$412.50 | |
| | | | | SUB TOTAL | | | | | \$305,175.83 | |
| | 1 | INS | Installation | Installation Includes, Delivery Uncartoning, Removal Of Debris, And Set Up. PER WORK STATION | | | | | \$29,500.00 | |
| | | | | GRAND TOTAL | | | | | \$334,675.83 | |
| | | | | Terms - 50% deposit to start the order, Balance Net 20-Days After Delivery | | | | | | |
| | | | | LEGEND | | | | | | |
| | | | | EQUALS ITEMS NOT SELECTED BY CUSTOMER | | | | | | |
| | | | | EQUALS ITEMS NOT SELECTED BY CUSTOMER BUT ARE CONSIDERED ADD ON | | | | | | |
| | | | is quotation is only good to quantities quoted. | for 30 days from the date. Installation (or delivery charges), Freigh | t and Tax are | not inclu | ded unless oth | erwise spe | cified. Prices | |
| | | | | | | | | | | |
| | | | | | | | | | | |

| S | ia | n | |
|---|----|---|--|
| | | | |

ACCEPTED BY PRINT: NAME: TITLE: DATE:

CERTIFICATE OF FUNDS

In the Matter of: Justice Center furniture

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

Account #431-7260-54000

v. _ v. firmette tete

Michelle Reeder

Finance Director

Dated: 6/16/2023

| ORDINANCE NO | • |
|---------------------|---|
| | |

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO STS OFFERINGS, LTD., D.B.A. OSUPPLIES.COM OF SANDUSKY, OHIO, FOR THE PURCHASE AND INSTALLATION OF NEW OFFICE FURNITURE FOR THE JUSTICE CENTER FACILITY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Justice Center Project, which began with site selection in 2016 and construction contract award in 2022, consists of renovating and reconstructing the former City Hall, located at 222 Meigs Street, to serve as the Sandusky Justice Center, and house the Sandusky Police Department, Sandusky Municipal Court, and Prosecutor's Office; and

WHEREAS, on February 24, 2022, a Request for Qualifications (RFQ) was issued to firms specializing in furniture space design/planning, furniture supply and installation in which three (3) submittals were received, evaluated and ranked by a selection committee and based upon experience, location, project approach, quality, and past performance with service and furnishing furniture for the City Hall Project, it was determined STS Offerings, Ltd, d.b.a. Osupplies.com was the most qualified; and

WHEREAS, over the past year, Staff has worked with Osupplies to develop a comprehensive layout for the new workspaces and developing a cost effective scope of services; and

WHEREAS, as part of this project, the Evidence Room shelving has been ordered as approved by City Commission on May 22, 2023, by Ordinance No 23-118; and

WHEREAS, the total cost of the purchase and installation of the new office furniture for the Justice Center facility is \$334,675.83 and will be paid with Capital Projects 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 ensure delivery and installation of the items prior to the completion of each phase of the project; and

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

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

Section 1. The City Manager is authorized and directed to expend funds to STS Offerings, Ltd., d.b.a. Osupplies.com of Sandusky, Ohio, for the purchase and

PAGE 2 - ORDINANCE NO._____

installation of new office furniture for the Justice Center facility, at an amount ${f not}$

to exceed Three Hundred Thirty-Four Thousand Six Hundred Seventy-Five and

83/100 Dollars (\$334,675.83).

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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023





600 West Market Street
Sandusky, Ohio 44870
419.627.5822
Fire Prevention 419.627.5823
Fax 419.627.5820
www.ci.sandusky.oh.us

TO: John Orzech, Interim City Manager

FROM: Mario V. D'Amico III, Fire Chief

DATE: June 13, 2023

RE: Commission Agenda Item – EMS Billing Service

ITEM FOR CONSIDERATION: Requesting legislation authorizing the Interim City Manager to enter into an agreement between the City of Sandusky and Medicount Management, Inc. of Cincinnati, Ohio.

<u>BACKGROUND INFORMATION:</u> Ruby May, owner of Beacon Medial Billing (formerly PCSO) of Vermilion, Ohio, has been performing Emergency Medical Service (EMS) billing for the City for the past 29 years and has notified the City of her retirement effective July 1, 2023.

On May 15, 2023, the City issued a request for proposal (RFP) to provide EMS billing services and received five proposal packages on June 1, 2023. The proposals were evaluated by a selection committee and based upon technical requirements, cost, experience with other government entities, and qualifications, the proposal from Medicount Management Inc., of Cincinnati, Ohio was selected as lowest and best.

The agreement is for three years with additional one-year options for three years at the rate of 4.450% for years 1-3 and 4.625% for years 4-6.

<u>BUDGETARY INFORMATION:</u> This agreement will not negatively impact our budget and it will provide funds to the EMS account.

<u>ACTION REQUESTED:</u> It is requested that the proper legislation be prepared to enter into a contract with Medicount Management Inc., of Cincinnati, Ohio. It is further requested that this legislation take immediate effect in full accordance with section 14 of the City Charter in order to immediately execute the agreement and have billing services in place prior to July 1, 2023.

| Approved | I concur with this recommendation: |
|----------------------------------|------------------------------------|
| | |
| Mario V. D'Amico III, Fire Chief | John Orzech, Interim City Manager |

CC: C. Myers, Commission Clerk; B. Heil, Law Director; M. Reeder, Finance Director

CERTIFICATE OF FUNDS

In the Matter of: Medicount Management- EMS billing

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

Account #431-1330-53000

Michelle Reeder

Finance Director

Dated: 6/5/2023

| ORDINANC | E NO | |
|-----------------|------|--|
| | | |

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEDICOUNT MANAGEMENT INC., OF CINCINNATI, OHIO, FOR EMERGENCY MEDICAL BILLING SERVICES FOR THE SANDUSKY FIRE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Ruby May, owner of Beacon Medical Billing (formerly Professional Collection Services of Ohio, Inc. [PCSO]), of Vermilion, Ohio, has been performing Emergency Medical Service (EMS) billing for the City for the past 29 years and has notified the City of her retirement effective July 1, 2023; and

WHEREAS, a Request for Proposals (RFP) was issued on May 15, 2023, for the provision of medical billing services for the Sandusky Fire Department in which five (5) proposals were received and evaluated by a selection committee and based upon technical requirements, cost, experience with other government entities, and qualifications, the proposal from Medicount Management, Inc. of Cincinnati, Ohio, was selected as lowest and best; and

WHEREAS, the terms of the proposed agreement is three (3) years with additional one-year options for three (3) years at the rate of 4.450% for years 1-3 and 4.625% for Years 4-6, and unless terminated, will automatically review for successive one (1) year terms; 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 agreement and have billing services in place prior to July 1, 2023; and

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

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

Section 1. The City Manager is authorized and directed to enter into an agreement with Medicount Management, Inc. of Cincinnati, Ohio, for emergency medical billing services for the Sandusky Fire Department, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or

PAGE 2 - ORDINANCE NO. _____

additions as are approved by the Law Director as not being adverse to the City and

as being consistent with carrying out the terms of this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is

for any reason held invalid or unconstitutional by any Court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent

provision, and such holding shall not affect the validity of the remaining portions

thereof.

Section 3. This City Commission finds and determines that all formal

actions of this City Commission concerning and relating to the passage of this

Ordinance were taken in an open meeting of this City Commission and that all

deliberations of this City Commission and of any of its committees that resulted in

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

law.

Section 4. That for the reasons set forth in the preamble hereto, this

Ordinance is hereby declared to be an emergency measure which shall take

immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: June 26, 2023

CLIENT SERVICES AGREEMENT

This Client Services Agreement ("Agreement") entered into as of the ____ day of _____, 2023 (the "Effective Date") by and between Medicount Management, Inc. ("Medicount") and CITY OF SANDUSKY, ERIE COUNTY, OHIO ("EMS Agency"). Medicount and EMS Agency are individually a "Party" and collectively the "Parties".

WHEREAS, EMS Agency provides emergency medical services ("EM Services"); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EM Services pursuant to the terms and conditions in this Agreement.

NOW, THEREFORE, it is agreed between the Parties as follows:

- 1. <u>Billing Services</u>. Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EM Services during the Term (defined hereafter). Medicount will provide EMS Agency with the billing services described in this Agreement and in <u>Exhibit A</u>, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time ("Billing Services").
- 2. **EMS Agency Obligations.** To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will fulfill the obligations outlined in this Agreement and in **Exhibit B**, which is attached hereto and incorporated herein, as the same may be modified by the Parties from time to time.
- 3. <u>Legal Compliance.</u> Notwithstanding anything to the contrary contained herein, EMS Agency acknowledges that it has read, understands, and will comply with all applicable local, state and federal laws, rules and regulations now existing or existing in the future ("Laws") in submitting any claim and will provide Medicount with accurate and complete information for the submission of any claim on its behalf, including but not limited to the signature requirements outlined in this Agreement. Medicount will not accept any orders or demands from EMS Agency that it reasonably believes are not in compliance with applicable Laws and any submission of such orders or demands are grounds for immediate termination of this Agreement.

4. Compensation.

a. In exchange for the provision of the Billing Services, EMS Agency shall pay Medicount:

 (i) a base rate fee equal to 4.450% for Years 1-3, 4.625% for Option Years 4-6 of the gross amount collected by Medicount and/or EMS Agency for EM Services (less refunds, "offsets" and deductions incurred by Medicount or EMS Agency for expenses and/or

1 06/14/2023rev

processing fees (including credit card processing fees) incurred in collecting monies owed for EM Services); (ii) if applicable, the Flat Fee described in Section 4(c); plus (iii) any additional fees set forth herein or in any exhibit or addenda attached hereto, including but not limited to Third Party Costs defined in Section 4(b) and audit response rates described on Exhibit B (collectively, "Medicount Compensation").

b. Yearly Fee Cap:

Years 1-3 \$52,000 Years 4-6 \$55,000

- c. EMS Agency will reimburse Medicount for all reasonable expenses and third party costs directly incurred in performing the Billing Services, including, but not limited to: (i) any fees assessed by governmental agencies (Medicare and or Medicaid) for licensing or revalidation;(ii) any increases in the United States Postal Service rates or shipping rates in excess of ten (\$.10) cents over the life of the Client Services Agreement (collectively, "Third Party Costs"). Third Party Costs shall be invoiced monthly not to exceed One Thousand (\$1,000) Dollars per month by Medicount to EMS Agency as costs are incurred and such Third-Party Costs will be reasonably substantiated by Medicount upon EMS Agency's request.
- d. EMS Agency agrees to pay Medicount a flat fee if either of the following occur:
 - i. If EMS Agency chooses to bill a patient for EM Services which involve a Treat Non-Transport or a Non-Transport, such bills will be invoiced at a flat fee of \$15.00 per call, regardless of the charge amount and amount collected.
 - ii. If EMS Agency bills a healthcare facility or prison/jail facility for EM Services which transport a patient between two healthcare facilities or transport an incarcerated individual to a healthcare facility and the facility has been billed directly and does not pay for the billed charges after 90 days from the bill's date, EMS Agency shall pay Medicount a flat fee of \$15.00 per call regardless of the charge amount and the amount collected.

5. Collection of Funds.

a. Medicount will process all payments it receives from patients, third-party payors, or other billed parties for EM Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. In the event EMS Agency receives payments directly from insurance companies, billed parties, and governmental agencies for EM Services, EMS Agency shall keep records of all payments received and shall immediately notify Medicount of the payor, amount of payment, and patient identification.

2

- b. Funds for the EM Services may be remitted to either EMS Agency or Medicount with Medicare and Medicaid remitting payments directly to the EMS Agency daily and funds from insurance companies and other payors paid directly to Medicount. EMS Agency acknowledges that the Medicount Compensation is due on all funds received by either Medicount or EMS Agency for EM Services. Medicount will provide a monthly statement to the EMS Agency setting forth the total funds received by EMS Agency and Medicount through the end of the prior calendar month and the Medicount Compensation (including Third Party Costs) due thereon. Medicount is hereby authorized to deduct the Medicount Compensation due from EMS Agency funds paid directly to Medicount. All remaining funds shall be remitted to EMS Agency monthly by ACH no later than the 28th day of each calendar month.
- c. EMS Agency authorizes Medicount to accept the following types of payments from patients for EM Services: checks, electronic checks, and ACHs, as well as the following credit cards MasterCard, Visa, Discover, and American Express. A credit card processing fee is assessed to the patient and insurance provider, as applicable.
- d. EMS Agency acknowledges that Paid to Patient Claims ("PDPTs") are insurance claim payments paid directly to a resident/patient for the EM Service. If EMS Agency has chosen an insurance only billing policy and does not invoice a resident/patient for the EM Service and the resident/patient receives a PDPT from the applicable insurance company, Medicount may invoice the resident/patient an amount equal to the PDPT.
- 6. **Reporting.** Medicount will provide EMS Agency with commercially reasonable, Internet based access to review standard billing reports. Additional reports will be provided on an ad hoc basis to EMS Agency as requested at no additional cost unless the requested reports are outside the EMS billing business's ordinary course.

7. Security.

- a. The Parties acknowledge that certain information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act ("HITECH Act"). In providing Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, the Parties shall be subject to and shall execute the Business Associate Addendum attached hereto as **Exhibit** C.
- b. EMS Agency agrees that it shall be responsible for the maintenance of PHI maintained and stored by the EMS Agency in accordance with applicable Laws. To the extent that Medicount provides any collection devices to assist in the provision of Billing Services hereunder, EMS Agency shall be responsible for its users' activity. EMS Agency shall

immediately notify Medicount of, and use its best efforts to curtail, any of the following events (collectively a "Security Breach Event"): (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI or other information relevant to the Billing Services. If any Security Breach Event involves PHI and other personally identifiable information, EMS Agency shall comply with applicable notification requirements including, but not limited to, the breach notification requirements under the HITECH Act and any other notification requirements mandated by applicable Laws. To the extent that any patient requests and requires identity theft protection in connection with the disclosure of any PHI or personally identifiable information resulting from any Security Breach Event, the EMS Agency shall be responsible for all costs related to such protection.

- 8. Record Retention. Upon any termination of this Agreement, Medicount will make available to EMS Agency Billing Services records including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records for a complete and secure download in the format in which such records are maintained by Medicount. EMS Agency hereby acknowledges that such records may be maintained by Medicount in SQL or other formats and if EMS Agency requests that such records be produced in some other format, EMS Agency shall be responsible for such costs. Such records shall be maintained and archived in accordance with Medicount's record retention policy and/or the applicable policy of any third party document storage provider.
- 9. Exclusionary Rule Warranty. EMS Agency acknowledges the Department of Health & Human Services Office of Inspector General ("OIG") has authority to exclude individuals and entities from federally funded health care programs (the "Exclusionary Rule"). OIG maintains and publishes a List of Excluded Individuals/Entities ("LEIE") who are excluded from participation in Medicare, Medicaid, and other federal health care programs. EMS Agency represents and warrants that it (a) has checked LEIE to confirm that none of its employees or agents is listed on LEIE or is otherwise prohibited from participating in federal health care programs; (b) will check LEIE monthly to confirm that none of its employees or agents has been added to LEIE or is otherwise prohibited from participating in federal health care programs; (c) will check LEIE before hiring any new employee to ensure the candidate is not listed on LEIE or is otherwise prohibited from participating in federal health care programs.

10. Term; Termination.

a. This Agreement shall commence upon the Effective Date and shall continue for a period of **Three (3) years** (the "Initial Term") and additional **One- year options for years 4-6**. Unless formally extended by written agreement signed by both Parties prior to the termination of the Initial Term or any Renewal Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term")

- unless either Party provides written notice to the other Party of its intent not to renew the Agreement not less than one hundred eighty (180) days prior to the end of the Initial Term or the Renewal Term then in effect. Upon the commencement of the first Renewal Term, the base rate fee identified in Section 4(a)(i) shall increase by .25% over the initial base rate then in effect. For each successive Renewal Term, the base rate fee shall increase by .25% over the rate for the immediately prior Renewal Term. The Initial Term and any Renewal Terms are collectively the "Term".
- b. This Agreement may be terminated (i) upon a material breach by either Party if such breaching party fails to cure a payment default within thirty (30) days of written notice of such default; (ii) upon sixty (60) days written notice of any other material default which is not cured within such sixty (60) day period; and (iii) as otherwise provided in this Agreement".
- 11. **Effect of Termination: Wind Down Period.** Upon any termination of this Agreement or its expiration, all rights, duties, and obligations of the Parties shall cease effective as the of termination or expiration date, except as provided in this Section 11. Medicount may continue providing Billing Services to work any claims billed before the termination for up to six months. Upon termination or expiration hereof, Medicount may continue providing patient and insurance company receivable services for One hundred eighty (180) days (the "Wind Down Period") to collect all EMS Agency's accounts receivable relating to EM Services rendered before the termination date ("Existing Accounts Receivable"). During the Wind Down Period, Medicount shall continue to receive the Medicount Compensation and EMS Agency shall cooperate and assist Medicount by timely reporting payments received by EMS Agency related to the Existing Accounts Receivable. Upon expiration of the Wind-Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EM Services and Existing Accounts Receivable and shall invoice EMS Agency for any fees or monies due to Medicount. EMS Agency may negotiate with Medicount for additional transitional services or the provision of additional data after the date of termination at EMS Agency's expense. Following termination or expiration hereof, the Parties shall remain bound by any confidentiality obligations outlined in this Agreement.
- 12. <u>Contractor Relationship</u>. Medicount is acting as an independent contractor for EMS Agency, and it is not, nor shall it act as, an EMS Agency employee. Nothing in this Agreement shall be construed to create any partnership between the Parties.
- 13. <u>Notice</u>. Any notice given under this Agreement shall be in writing and delivered to the Party by certified, registered, or express mail, return receipt requested, to the address set forth under each Party's signature. Either Party may change the address to which notice or payment shall be sent by written notice of same.

14. Miscellaneous.

- a. <u>Entire Agreement; Amendments</u>. This Agreement, including all exhibits, states the entire Agreement between the parties concerning the subject matter and supersedes all prior written and verbal understanding of the Parties concerning it. Any amendments or changes to this Agreement must be made in writing and executed by the Parties.
- b. <u>Governing Law; Venue</u>. This Agreement shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The Parties agree that any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts located in the counties or counties where EMS Agency operates.
- c. <u>Assignment</u>. The EMS Agency may not assign this Agreement in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement as part of a merger, consolidation, sale or transfer of all or substantially all of its assets.
- d. Severability. All provisions and parts of this Agreement are severable from the other.
- e. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Signatures delivered by email in PDF format will be effective.

IN WITNESS, OF WHICH, the Parties executed this Agreement as of the Effective Date.

EMS AGENCY: CITY OF SANDUSKY

MEDICOUNT MANAGEMENT, INC.

| By: | By: |
|-------------|-------------------------------|
| Print Name: | Print Name: Joseph A. Newcomb |
| Title: | Title: President |
| Date: | Date: |
| Address: | Address: 10361 Spartan Drive |

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EXHIBIT A

BILLING SERVICES PROVIDED BY MEDICOUNT

- 1. **Responsibilities of Medicount.** Medicount's provision of the Billing Services in no way negates the responsibility of EMS Agency to comply with its billing policies, applicable Laws, and this Agreement.
 - a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid, and any third-party payor for the group and individual provider numbers when required for billing purposes.
 - b. Medicount will review the billing policies of EMS Agency and assist with development of policies and procedures in accordance with applicable Laws.
 - c. Medicount shall, if required, develop and maintain electronic data interfaces directly with EMS Agency's hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in developing and maintaining such interfaces, including, but not limited to, communicating directly with hospital information technology staff, administration, and other staff members to authorize and otherwise enable the system.
 - d. Medicount will provide basic training to EMS Agency management personnel to facilitate the Billing Services upon commencement of the Agreement and thereafter as agreed to by the Parties.
 - e. Medicount will promptly process patient encounter information submitted by the EMS Agency and use the following using the Centers for Medicare and Medicaid Services ("CMS") Adopted Standards and Code Sets. Medicount will bill for EMS Services within guidelines established by EMS Agency and the insurance or third-party payor to whom the claim is submitted, provided in all cases such Billing Services will be in accordance with applicable Law, any billing policy adopted by EMS Agency, and this Agreement.
 - f. Medicount will use commercially reasonable efforts to accurately enter into its billing system all procedural and demographic data necessary for the patient third-party billing, provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.
 - g. Medicount will submit claims using the most effective means available for each payor. Electronic filing will be used to the extent available and when mandated.

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- h. Medicount will communicate with patients and third-party payors on a regular monthly cycle based on EMS Agency guidelines. Up to three (3) attempts will be made to communicate with patients where there is inadequate information for EM Services billing purposes. Medicount may use automatic dialing systems to obtain missing insurance information and other information needed to process the billing claim for EMS Agency. Medicount shall exercise its sole discretion as to the form and substance of any automatic-dialing-system dialogue.
- i. Medicount will provide toll-free phone lines and customer service staff to respond to patient inquiries and otherwise assist patients with copayments, insurance claims, and other related matters.
- j. Medicount will correspond with third-party payors to resolve any coding misinterpretations or other issues that may arise during claims processing and settlement and otherwise remain current on payors' claim-information requirements.
- k. Medicount will advise EMS Agency on how to promote public awareness about the billing process, establishing rates, payor participation, and other topics as mutually agreed.
- 1. Medicount will undergo an annual SSAE 21 audit and provide results to the EMS Agency upon request.
- m. Medicount will respond to requests for information from attorneys representing patients using ChartSwap.
- **2. Amendment of Exhibit.** The Parties may amend this Exhibit A from time to time upon mutual written Agreement.

EXHIBIT B RESPONSIBILITIES OF EMS AGENCY

- 1. Responsibilities of EMS Agency. The responsibilities listed on this Exhibit B is in no way a limitation of the requirement that EMS Agency comply with its billing policies, applicable Laws, and this Agreement.
 - a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to Billing Services and this Agreement. Such representatives will have the power to bind the EMS Agency and will timely respond to questions and additional document requests of Medicount.
 - b. EMS Agency represents and warrants that all information provided to Medicount shall be accurate and complete. EMS Agency shall be solely responsible for information accuracy, and Medicount shall have no obligation to verify the accuracy of information provided by the EMS Agency.
 - c. EMS Agency will establish and enforce written policies and procedures in relation to the Billing Services, which will in all cases comply with applicable Laws and this Agreement.
 - d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures (patient, crew, physician or other authorized individuals) on all documents, charts, and other information needed to enable Medicount to submit claims on behalf of EMS Agency in compliance with applicable Laws. EMS Agency represents and warrants that it will obtain, at a minimum, the information and forms described in this Section (d), which no way limits EMS Agency's requirement to provide accurate and complete information in accordance with applicable Laws. EMS Agency agrees that Medicount may rely upon the existence of patient and crew signatures, or other authorizations submitted to Medicount in conformance with applicable Laws, including those rules specified on **Exhibit F** and otherwise described in this Agreement.
 - i. Patient's complete name, gender, address, phone number, social security number (if available), and date of birth;
 - ii. Information pertaining to the EM Services run including, but not limited to, nature of the call, incident location and zip code, squad assessment, treatment and narrative, crew-member identifiers and training levels, receiving hospital, and transport mileage;
 - iii. Insurance information includes the patient's primary and secondary insurances, payor address(es), group, guarantor identification number, primary insured's name, social security number, relationship to the patient, address, date of birth, and gender, if available.
 - iv. Assignment of Benefits form with required signatures;

- v. Medical information releases with required signatures;
- vi. Advance Beneficiary Notice of Noncoverage form with required signatures;
- vii. Certificate of Medical Necessity form with required signatures;
- viii. If required, physician signatures on medical charts and other necessary medical documents that meet Medicare guidelines; and
- ix. Crew Signatures and/or Signature Log

ALL SIGNATURES (PATIENT & CREW) PER MEDICARE RULES MUST BE LEGIBLE

- e. EMS Agency will use their best efforts to document the diagnosis or medical condition that supports the medical necessity of a patient's services if one exists. Medicount shall not be responsible for claim denials, partial payments, or payment reductions resulting from EM Services that are not deemed **Medically Necessary** by third-party payors.
- f. EMS Agency will assist Medicount in resolving issues and otherwise facilitating the exchange of information between Medicount and any hospitals, labs, or other entities necessary to support claims' submission and will timely provide any information requested by patients or third-party payors.
- g. When applicable, the EMS Agency will timely refund any overpayments to patients or insurance providers or authorize Medicount to make such refunds on EMS Agency's behalf.
- h. Before, or contemporaneously with, execution of this Agreement, EMS Agency will provide to Medicount any information required to enable Medicount to establish claims and payments processing with Medicare, Medicaid, insurance companies, and third-party payors, including but not limited to any insurance provider numbers issued to EMS Agency, copies of EMS Agency certifications, copies of any applicable driver licenses, licensed EM Services vehicle titles, licensures from the State Department of Health, any provider applications completed or currently in process by any provider, and any other information necessary for credentialing.
- i. EMS Agency will assist Medicount with EMS Agency's Medicare and Medicaid applications and revalidations in a timely manner. EMS Agency will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and other third-party payors to Medicount. EMS Agency will provide Medicount with timely notice of any new payment contracts, HMO or PPO relationships, or other contracts so that Medicount may accommodate changes as necessary.
- j. EMS Agency shall provide Medicount with at least thirty (30) days' advance written notice of any EM Services changes and any applicable BLS, ALS, ALS2, and mileage

rate changes. No rate change shall be applicable until the EMS Agency has received written confirmation from Medicount acknowledging the rate change notice. Upon such rate change, the EMS Agency agrees to monitor relevant Medicount reports to confirm that the rate changes are implemented. Medicount shall not be responsible for any losses, payment delays, or lost revenue resulting from the EMS Agency's failure to follow the above policy.

- k. EMS Agency agrees to abide by Medicount's <u>Patient Hardship Policy</u> attached hereto as <u>Exhibit D</u> unless the EMS Agency has its own written policy, which Medicount will follow.
- 1. EMS Agency shall review and audit Medicount's billing reports monthly to verify the accuracy of the reports including, but not limited to, implementation of rate changes, the number of runs and mileage submitted to Medicount, information sufficient to determine ALS and BLS coding, and any other information submitted to Medicount for billing purposes. EMS Agency shall promptly report any errors to Medicount, but in any event no later than ninety (90) days following the submission of the run to Medicount by EMS Agency. The EMS Agency shall reconcile its bank accounts for the deposit of monthly EMS payments with reports made available to the EMS Agency through Medicount's Customer Portal. The EMS Agency shall promptly report any discrepancy or deposit not reflected on Medicount's statement to ensure a proper accounting and appropriate accrediting of patient accounts. Such notice shall be provided in writing within thirty (30) days of the bank statement date. To the extent possible, Medicount shall submit or resubmit any paperwork necessary to correct such errors. If the EMS Agency fails to identify and notify Medicount of any errors within ninety (90) days following the run(s) submission, EMS Agency waives any claim it may have against Medicount for such errors.
- m. EMS Agency shall use Medicount's <u>Write Off Policy</u> attached hereto as **Exhibit E** unless Medicount has received and acknowledged receipt of a policy EMS Agency which dictates how write offs are handled.
- n. EMS Agency will grant Medicount full access to its ePCR software to enable Medicount to assist in solving any issues that may arise.
- o. In the event of an outside audit request, EMS Agency agrees to reimburse Medicount at the hourly rate of \$150.00 per hour plus reasonable expenses incurred by Medicount in responding to such audit, including but not limited to the cost of document reproduction and legal fees.
- 2. <u>Amendment of Exhibit</u>. The Parties may amend Exhibit B from time to time upon mutual written Agreement.

EXHIBIT C Business Associate Addendum

| This Addendum is effective on the _ | day of | 2023 (the "Effective Date") and is |
|--------------------------------------|--------|---|
| 1 | ` U | reement") by and between CITY OF NT MANAGEMENT, INC. ("Business |
| Associate") dated of even date herew | | (1 1/11 (1 CE)/1E) (1, 11 (C) (Eusiness |

- 1. <u>Definitions</u>. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations as the same may be amended, restated, supplemented or replaced ("CFR") and are incorporated herein by reference.
- 2. Prohibition on Unauthorized Use or Disclosure of Protected Health Information. Business Associate acknowledges that any Protected Health Information ("PHI") provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any PHI it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate was a Covered Provider under such rules; (b) state laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures as the same may be amended, restated, supplements or replaced.
- 3. <u>Use and Disclosure of Protected Health Information</u>. Except as otherwise permitted herein, Business Associate shall use and disclose PHI only to the extent necessary to satisfy Business Associate's obligations under the Agreement or as required by law.
- 4. <u>Business Associate's Operations</u>. Business Associate also may use PHI it creates for or receives from EMS Agency to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:
 - a. The disclosure is required by law; or
 - b. Business Associate obtains reasonable assurance, evidenced by a written contract, from any person or organization to which Business Associate will disclose PHI that

such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to: (i) hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and (ii) notify Business Associate (who shall then promptly notify EMS Agency) of any instance of which the person or organization becomes aware that the confidentiality of such PHI was breached.

- 5. <u>Data Aggregation Services</u>. Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency's emergency medical services. Notwithstanding the preceding, Business Associate hereby acknowledges that it may not sell any PHI except as otherwise permitted under the HIPAA Rules.
- 6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.
- 7. Electronic Health Information Security and Integrity. Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically-maintained or transmitted PHI that Business Associate creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an Individual. Business Associate shall document and keep these security measures current.
- 8. <u>Subcontractors and Agents</u>. Business Associate shall require each subcontractor or agent to whom it may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions, and requirements as to the protection of such PHI as are imposed on Business Associate by this Addendum.
- 9. Access to PHI by Individuals. Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual's designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days before the date on which access is requested. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual's designee to inspect and copy PHI pertaining to such Individual in Business Associate's custody or control. Business Associate shall establish procedures for access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

- 10. Accounting to EMS Agency and Government Agencies. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or an Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with a written request for such access to PHI and in no case will Business Associate be required to provide access earlier than at least five (5) business days before the receipt of written notice of the requested access date unless otherwise designated by the Secretary.
- 11. Accounting to Individuals. Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide documentation made by this Agreement to permit EMS Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide such documentation in less than five (5) business days of Business Associate's receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the Individual to the EMS Agency.
- 12. Correction of Health Information/ Restriction on Disclosure. Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of such amendment to all agents and subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual's PHI subject to the applicable limits under the HIPAA Rules.
- 13. Minimum Necessary Determination. Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to fulfill its obligations under the Agreement. Business Associate represents that it will request only the minimum necessary PHI in connection with its performance of duties under this Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. **Reporting.** Business Associate shall report to EMS Agency any unauthorized use or disclosure of PHI of which it becomes aware that is not provided for in this Agreement, including breaches of unsecured PHI and any security incident. Business Associate shall report such unauthorized use or disclosure to EMS Agency's Privacy Official no later than 10 business days after Business Associate learns of such breach or security incident. Business Associate's report shall at minimum: (a) state the nature of the unauthorized use or disclosure of PHI; (b) identify the PHI used or disclosed; (c) identify the unauthorized user or recipient of the disclosure; (d) indicate what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) indicate what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency's Privacy Official.

15. Obligations of EMS Agency.

- (a) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI;
- (c) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to or is required to abide by under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 16. **Right to Terminate for Breach**. Notwithstanding any other provision of this Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion, that Business Associate has violated a material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to the Business Associate of termination, with such notice stating the violation that provides the basis for the termination. Any such termination shall be effective immediately or at such other date specified by EMS Agency in its written notice.
- 17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration, or another conclusion of this Agreement, Business Associate, concerning PHI receipt from EMS Agency, or created, maintained, or received by Business Associate on behalf of EMS Agency, shall:

- (a) Retain only that PHI necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.
- (b) Return to EMS Agency or, if agreed to by EMS Agency, destroy the remaining PHI maintained by Business Associate in any form;
- (c) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein that applied before termination;
- (e) Return to EMS Agency the retained PHI when Business Associate no longer needs it for its proper management and administration or to carry out its legal responsibilities; and
- (f) Transmit the PHI to another EMS Agency Business Associate at termination as requested by the EMS Agency.
- 18. <u>Continuing Obligations</u>. Business Associate's obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration, or other conclusions of the Agreement.
- 19. <u>Automatic Amendment</u>. Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remains in compliance with such regulations.

IN WITNESS, WHEREOF, the Parties have executed this Addendum as of the Effective Date

| EMS AGENCY: | |
|------------------|--|
| CITY OF SANDUSKY | |

BUSINESS ASSOCIATE: MEDICOUNT MANAGEMENT, INC.

| By: | Ву: | Print |
|--------|-------------|-------------------|
| Name: | Print Name: | Joseph A. Newcomb |
| Title: | Title: | President |

EXHIBIT D

PATIENT HARDSHIP POLICY (if applicable)

To establish a billing policy that allows for the waiver of ambulance transport fees based on established Department of Health and Human Services Poverty Guidelines, and to abide by decisions made by the United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and the Office of Inspector General (OIG).

SCOPE:

This policy pertains to all individuals transported by clients of Medicount Management, Inc. (MMI).

PROCEDURE:

- 1. Patients who are unable to pay their co-pays or deductibles or who are uninsured and unable to make payments may request a financial hardship review of their transport fee. Patients, or their designee, must complete an "EMS Hardship Waiver Form" which form requires inclusion of documentation to verify necessity of waiver.
- 2. The waiver application will be forwarded to the patient or patient's representative for completion & return to Medicount. The ultimate determination will be noted on the form and in the patient's account and transmitted by letter to the patient.

GUIDELINES:

- 1. If insurance information is provided, insurance must be billed out before a waiver request is approved or denied.
- 2. Payment plans will be set up so that the provided credit card is automatically charged the agreed to amount on a monthly basis.
- 3. A minimum \$50 per month payment plan will be implemented when possible.
- 4. A patient who provides a letter of approval of financial assistance from a medical facility will be approved by MMI for the same reduction amount unless the EMS Agency's policy regarding write offs provides otherwise
- 5. A balance of approximately \$100 or less may be written off based on the patient's economic circumstances.

Financial hardship determinations will be based on the following schedule (excluding collection clients):

2023 Poverty Guidelines: 48 Contiguous States (all states except Alaska and Hawaii)

| Pe | or | Y | 0 | a | 1 |
|----|----|---|---|---|---|
| | | | | | |

| | | | | | | | | Per Year | | | | | | |
|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Household/ | | | | | | | | | | | | | | |
| Family Size | 25% | 50% | 75% | 100% | 125% | 130% | 133% | 135% | 138% | 150% | 175% | 180% | 185% | 200% |
| 1 | \$3,645 | \$7,290 | \$10,935 | \$14,580 | \$18,225 | \$18,954 | \$19,391 | \$19,683 | \$20,120 | \$21,870 | \$25,515 | \$26,244 | \$26,973 | \$29,160 |
| 2 | \$4,930 | \$9,860 | \$14,790 | \$19,720 | \$24,650 | \$25,636 | \$26,228 | \$26,622 | \$27,214 | \$29,580 | \$34,510 | \$35,496 | \$36,482 | \$39,440 |
| 3 | \$6,215 | \$12,430 | \$18,645 | \$24,860 | \$31,075 | \$32,318 | \$33,064 | \$33,561 | \$34,307 | \$37,290 | \$43,505 | \$44,748 | \$45,991 | \$49,720 |
| 4 | \$7,500 | \$15,000 | \$22,500 | \$30,000 | \$37,500 | \$39,000 | \$39,900 | \$40,500 | \$41,400 | \$45,000 | \$52,500 | \$54,000 | \$55,500 | \$60,000 |
| 5 | \$8,785 | \$17,570 | \$26,355 | \$35,140 | \$43,925 | \$45,682 | \$46,736 | \$47,439 | \$48,493 | \$52,710 | \$61,495 | \$63,252 | \$65,009 | \$70,280 |
| 6 | \$10,070 | \$20,140 | \$30,210 | \$40,280 | \$50,350 | \$52,364 | \$53,572 | \$54,378 | \$55,586 | \$60,420 | \$70,490 | \$72,504 | \$74,518 | \$80,560 |
| 7 | \$11,355 | \$22,710 | \$34,065 | \$45,420 | \$56,775 | \$59,046 | \$60,409 | \$61,317 | \$62,680 | \$68,130 | \$79,485 | \$81,756 | \$84,027 | \$90,840 |
| 8 | \$12,640 | \$25,280 | \$37,920 | \$50,560 | \$63,200 | \$65,728 | \$67,245 | \$68,256 | \$69,773 | \$75,840 | \$88,480 | \$91,008 | \$93,536 | \$101,120 |
| 9 | \$13,925 | \$27,850 | \$41,775 | \$55,700 | \$69,625 | \$72,410 | \$74,081 | \$75,195 | \$76,866 | \$83,550 | \$97,475 | \$100,260 | \$103,045 | \$111,400 |
| 10 | \$15,210 | \$30,420 | \$45,630 | \$60,840 | \$76,050 | \$79,092 | \$80,917 | \$82,134 | \$83,959 | \$91,260 | \$106,470 | \$109,512 | \$112,554 | \$121,680 |
| 11 | \$16,495 | \$32,990 | \$49,485 | \$65,980 | \$82,475 | \$85,774 | \$87,753 | \$89,073 | \$91,052 | \$98,970 | \$115,465 | \$118,764 | \$122,063 | \$131,960 |
| 12 | \$17,780 | \$35,560 | \$53,340 | \$71,120 | \$88,900 | \$92,456 | \$94,590 | \$96,012 | \$98,146 | \$106,680 | \$124,460 | \$128,016 | \$131,572 | \$142,240 |
| 13 | \$19,065 | \$38,130 | \$57,195 | \$76,260 | \$95,325 | \$99,138 | \$101,426 | \$102,951 | \$105,239 | \$114,390 | \$133,455 | \$137,268 | \$141,081 | \$152,520 |
| 14 | \$20,350 | \$40,700 | \$61,050 | \$81,400 | \$101,750 | \$105,820 | \$108,262 | \$109,890 | \$112,332 | \$122,100 | \$142,450 | \$146,520 | \$150,590 | \$162,800 |
| Household/ | | | | | | | | | | | | | | |
| Family Size | 225% | 250% | 275% | 300% | 325% | 350% | 375% | 400% | 500% | 600% | 700% | 800% | 1000% | |
| 1 | \$32,805 | \$36,450 | \$40,095 | \$43,740 | \$47,385 | \$51,030 | \$54,675 | \$58,320 | \$72,900 | \$87,480 | \$102,060 | \$116,640 | \$145,800 | |
| 2 | \$44,370 | \$49,300 | \$54,230 | \$59,160 | \$64,090 | \$69,020 | \$73,950 | \$78,880 | \$98,600 | \$118,320 | \$138,040 | \$157,760 | \$197,200 | |
| 3 | \$55,935 | \$62,150 | \$68,365 | \$74,580 | \$80,795 | \$87,010 | \$93,225 | \$99,440 | \$124,300 | \$149,160 | \$174,020 | \$198,880 | \$248,600 | |
| 4 | \$67,500 | \$75,000 | \$82,500 | \$90,000 | \$97,500 | | \$112,500 | \$120,000 | \$150,000 | \$180,000 | \$210,000 | \$240,000 | \$300,000 | |
| 5 | \$79,065 | \$87,850 | \$96,635 | | \$114,205 | | \$131,775 | \$140,560 | \$175,700 | \$210,840 | \$245,980 | \$281,120 | \$351,400 | |
| 6 | \$90,630 | \$100,700 | \$110,770 | \$120,840 | \$130,910 | | \$151,050 | \$161,120 | \$201,400 | \$241,680 | | \$322,240 | \$402,800 | |
| 7 | \$102,195 | \$113,550 | \$124,905 | \$136,260 | \$147,615 | | \$170,325 | \$181,680 | \$227,100 | \$272,520 | \$317,940 | \$363,360 | \$454,200 | |
| 8 | \$113,760 | \$126,400 | \$139,040 | \$151,680 | \$164,320 | | \$189,600 | \$202,240 | \$252,800 | \$303,360 | \$353,920 | \$404,480 | \$505,600 | |
| 9 | \$125,325 | \$139,250 | \$153,175 | \$167,100 | \$181,025 | \$194,950 | \$208,875 | \$222,800 | \$278,500 | \$334,200 | \$389,900 | \$445,600 | \$557,000 | |
| 10 | \$136,890 | \$152,100 | \$167,310 | \$182,520 | \$197,730 | \$212,940 | \$228,150 | \$243,360 | \$304,200 | \$365,040 | \$425,880 | \$486,720 | \$608,400 | |
| 11 | \$148,455 | \$164,950 | \$181,445 | \$197,940 | \$214,435 | | \$247,425 | \$263,920 | \$329,900 | \$395,880 | \$461,860 | \$527,840 | \$659,800 | |
| 12 | \$160,020 | \$177,800 | \$195,580 | \$213,360 | \$231,140 | | \$266,700 | \$284,480 | \$355,600 | \$426,720 | \$497,840 | \$568,960 | \$711,200 | |
| 13 | \$171,585 | \$190,650 | \$209,715 | \$228,780 | \$247,845 | | \$285,975 | \$305,040 | \$381,300 | \$457,560 | \$533,820 | \$610,080 | \$762,600 | |
| 14 | \$183,150 | \$203,500 | \$223,850 | \$244,200 | \$264,550 | \$284,900 | \$305,250 | \$325,600 | \$407,000 | \$488,400 | \$569,800 | \$651,200 | \$814,000 | |

EXHIBIT E

MEDICOUNT MANAGEMENT, INC. WRITE-OFF POLICY

Revenue Cycle Management requires that claim receivables be written off after certain procedures have been followed. Following are Medicount Management, Inc.'s (MMI) guidelines for writing off a claim. Please note, writing off a claim is considered the last resort as uncollectible claims serve neither party.

A patient account will be written off if the following criteria are met:

- 1. **If all three**: No name, no address, no phone write off immediately.
- 2. The account is submitted to a collection agency.
- 3. The patient account has gone through MMI's claims processing procedures:
 - a. Attempt to obtain patient insurance information from the hospital; electronically, face sheets, spreadsheets.
 - b. Run the patient through MMI's hospital patient database and all other available databases.
 - c. Send registration letter to patient requesting insurance information.
 - d. Attempt to contact the patient by telephone.
 - e. Send patient three (3) statements.
 - f. If any statements are returned, try to determine patient's correct address. If not available, no further statements need be sent.
 - g. Patient's insurance (primary, secondary, other) has paid out the maximum allowable under all policies and guidelines and no further amount is due.
 - h. The patient has not entered into an approved financial hardship plan.
 - i. If the balance is less than \$30 and "a" to "h" above have been met.

EXHIBIT F



CMS Signature Requirements

For medical review purposes, Medicare requires that services provided/ordered be authenticated by the author. The method used shall be a hand written or an electronic signature. Stamp signatures are not acceptable.

HANDWRITTEN SIGNATURE

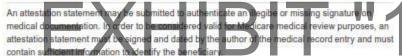
A handwritten signature is a mark or sign by an individual on a document to signify knowledge, approval, acceptance or obligation.

- If the signature is illegible, ACs, MACs, PSCs, ZPICs and CERT shall consider evidence in a signature log or attestation statement to determine the identity of the author of a medical record entry.
- If the signature is missing from an order, ACs, MACs, PSCs, ZPICs and CERT shall disregard the order during the review of the claim.
- If the signature is missing from any other medical documentation, ACs, MACs, PSCs, ZPICs and CERT shall accept a signature attestation from the author of the medical record entry.

SIGNATURE LOG

A signature log lists the typed or printed name of the author associated with initials or an illegible signature. The signature log might be included on the actual page where the initials or illegible signature are used or might be a separate document. The provider should also list his/her credentials in the log.

SIGNATURE ATTESTATION STATEMENT



Reviewers will consider all attestations that meet CMS requirements regardless of the date the attestation was created, except in those cases where the regulations or policy indicate that a signature must be in place prior to a given event or a given date.

The following page contains an acceptable form that suppliers may use as an attestation statement. However, CMS and CGS are neither requiring nor instructing suppliers to use this form or format.

ELECTRONIC SIGNATURES

Due to the potential for misuse or abuse with alternate signature methods, providers should use a system and software products which are protected against modification, etc., and should apply administrative procedures which are adequate and correspond to recognized standards and laws. The individual whose name is on the alternate signature method and the provider bears the responsibility for the authenticity of the information being attested to.

Please refer to the CMS Pub. 100-08, Medicare Program Integrity Manual, Chapter Three – Section 3.3.2.4 for additional information concerning signature requirements.



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