



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
MAY 23, 2022 AT 5 P.M.  
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Steve Poggiali
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	May 9, 2022
AUDIENCE PARTICIPATION	
INTRODUCTION	K-9 Officer- Chase, Jared Oliver, Police Chief
PUBLIC HEARING	Church Street right-of-way vacation, Alec Ochs
PRESENTATION	DEI 2022 STRATEGIC PLAN, Marcus Harris
COMMUNICATIONS	Motion to accept all communications submitted below
CURRENT BUSINESS	
REGULAR AGENDA ITEMS	

**ITEM 1 – Submitted by Cathy Myers, Commission Clerk**

**LIQUOR PERMIT SAUCY BREW WORKS, SANDUSKY, LLC**

**Budgetary Information:** There is no budgetary impact for this item.

**A liquor permit has been applied for at the above listed location.** The Division of Liquor Control is required to notify any church, school, library, public playground or park that is located within 500 feet of a proposed permit premises. Saucy Brew Works distance is 450 feet.

**ITEM 2 – Submitted by Michelle Reeder, Finance Director**

**BUDGET AMENDMENT #2**

**Budgetary Information:** Appropriation amendments are required to update the 2022 budget. Examples include, but are not limited to Water Funds, Sewer Funds, Capital Funds, and State Grant Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed adopting amendment No. 2 to Ordinance No. 22-004 passed by this City Commission on January 10, 2022, making General Appropriations for the Fiscal Year 2022; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 3 – Submitted by Nicole Grohe, Community Development Program Administrator**

**CDBG ENTITLEMENT GRANT & ONE-YEAR PLAN**

**Budgetary Information:** There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to accept an entitlement grant in the of \$729,701.00 Total Community Development Block Grant Funds for the program year of July 1, 2022, through June 30, 2023, and to submit to the United States Department of Housing and Urban Development a FY 2022 one-year Action Plan; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 4 – Submitted by Nicole Grohe, Community Development Program Administrator**

**CDBG FY2021 DEMOLITION PROJECT #3**

**Budgetary Information:** The total cost for the asbestos abatement and demolition is \$15,000 and will be paid with FY21 Community Development Block Grant Funds. Liens will be placed on the properties for the total cost of the asbestos abatement and demolition.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Siegel Excavating of Edinburg, Pennsylvania, for the CDBG FY21 Demolition Project #3; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 5 – Submitted by Alec Ochs, Assistant City Planner**

**(FIRST READING) PETITION FOR VACATION OF AN EXTENSION TO CHURCH STREET RIGHT-OF-WAY**

**Budgetary Information:** There is no impact to the General Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed vacating a portion of Church Street, extending South between 4904 Ward Street and 4908 Ward Street, within the City, as set forth on the vacation plat, a copy of which is marked as Exhibit "A-2", attached to this ordinance and incorporated herein.

**ITEM 6 – Submitted by Aaron Klein, Public Works Director**

**AWARD BID FOR JUSTICE CENTER ROOFTOP AIR HANDLING UNIT TO GUNDLACH SHEET METAL WORKS**

**Budgetary Information:** The total cost of the contract shall not exceed \$57,975, paid for with Capital Funds.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Gundlach Sheet Metal Works, Inc. of Sandusky, Ohio, for the Justice Center

rooftop air handling unit project; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 7 – Submitted by Aaron Klein, Public Works Director**

**AGREEMENTS WITH ODOT FOR SR-2 MAINTENANCE AND SNOW REMOVAL**

**Budgetary Information:** Snow removal requirements are considered an even financial swap of services and materials. The total costs for SR-2 maintenance and repair will be calculated annually based on work performed within the limits and the City will be invoiced. Since this invoice typically exceeds \$10,000, they have been brought back to City Commission for formal approval prior to payment.

- 1. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed giving consent for the Ohio Department of Transportation to perform certain maintenance and/or repair on State Highways inside the City corporation; authorizing and directing the City Manager to enter into an agreement with Ohio Department of Transportation; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.
- 2. ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed giving consent for the Ohio Department of Transportation to remove snow and ice and use snow and ice control material on State Highways inside the City corporation; authorizing and directing the City Manager to enter into an agreement with Ohio Department of Transportation; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 8 – Submitted by James Stacey, Transit Administrator**

**RATIFY STS-ODOT RURAL TRANSIT AND BUS AND BUS FACILITIES PROGRAM GRANT**

**Budgetary Information:** The 5311 Rural Transit Program funds comprise approximately 50% of STS’s budget and without this funding the system would not be able to operate. The Rural Transit Program grant requires a 50% local match for operating funds and State general revenue funds. A 20% local match is required for the Capital Maintenance Funds. Local matching funds will be generated from multiple local sources; STS anticipates receiving \$190,000 in Fare revenue, \$430,000 in Contract revenue, \$50,000 in Capital Replacement Fund revenue, \$55,000 from Advertising, \$60,000 from fares paid by organizations, \$15,000 in Elderly & Disabled Transit Fare Assistance Program Funds, and \$250,000 in City General Revenue Funds. The remaining balance to meet the required local match will be applied for within the 5311 Rural Grant Application as an ODOT Assistance Request. The 5539; Bus and Bus Facilities grant will require \$4,580 of local match funding, all of which will be Transit Reserve Fund revenue.

- 1. RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Transportation through the US DOT Federal Transit Administration (FTA) for the CY 2023 Rural Transit Program Grant for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.
- 2. RESOLUTION NO. \_\_\_\_\_:** It is requested a resolution be passed approving and ratifying the submission of a grant application to the Ohio Department of Transportation through the US DOT Federal Transit Administration (FTA) for the CY 2023 Bus and Bus Facilities Program Grant for the Sandusky Transit System; and declaring that this resolution shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 9 – Submitted by James Stacey, Transit Administrator**

**AGREEMENT WITH AECOM FOR FACILTY NEEDS & PLANNING STUDY OF STS & AMTRAK STATION**

**Budgetary Information:** The cost of the Facility Needs and Planning Study shall not exceed \$49,500. Upon approval from City Commission, the study will be funded with \$30,000 of secured grant funding by the Erie Community Foundation and \$19,500 of secured grant funding from the Community Development Block Grant.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a professional services agreement with AECOM of Southfield, Michigan, for a facility needs and planning study for the Sandusky Transit System and Amtrak Station; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 10 – Submitted by Cody Browning, IT Manager**

**DELL WORKSTATIONS CONSOLIDATED PURCHASE**

**Budgetary Information:** The cost of the project is \$41,071.91 and \$15,105.06 will be expensed from the General Fund, \$5,887.82 from the Water Fund, \$13,203.48 from the Sewer Fund, \$1,177.27 from the Special Assessment Fund, \$3,894.92 from the Parks and Recreation Fund, and \$1,803.36 from the Streets Fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase fifteen (15) Dell workstations, eight (8) laptops with three (3) docks, and one (1) wireless keyboard with mouse from Dell Marketing L.P. of Round Rock, Texas, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program to be used by various departments; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the City Charter.

**ITEM 11 – Submitted by Jason Werling, Recreation Supervisor**

**REPEALING & APPROVING THE MODIFIED TERMS WITH ADVANTAGE ENTERTAINMENT FOR OHIO BIKE WEEK**

**Budgetary Information:** In consideration of provision of the normal services of the City of Sandusky Police Department, the City of Sandusky Fire Department, and Public Services, Advantage Entertainment, LLC shall

annually pay the amount of \$10,000 for event years 2022 and 2023, \$25,000 for event years 2024 through 2028.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed repealing Ordinance No. 15-073 and authorizing and directing the City Manager to establish terms and conditions for the presentation of Ohio Bike Week by Advantage Entertainment, LLC from 2:00 P.M. on June 1, 2022, to 11:00 P.M. on June 5, 2022, and from year-to-year through the year 2028, for the event area, and further authorizing the City Manager to take such actions as are deemed necessary and proper to implement the presentation of Ohio Bike Week in the City; 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](http://www.CityofSandusky.com/Live) – Click “Play” 



# Department of Commerce

Division of Liquor Control

## Institution Notice for Liquor Permit

Name of Institution <b>To: CONTROLLING AUTHORITY</b>	Type of Application <b>Re: NEW A1A A1C</b>
SHORELINE PARK	Application Number <b>7764876</b>
SHORELINE ST @ E WATER ST	Applicant Name <b>SAUCY BREW WOKS SANDUSKY LLC</b>
SANDUSKY, OHIO 44870	DBA <b>215 &amp; 217 E WATER ST</b>
	Address: <b>SANDUSKY, OHIO 44870</b>

### Dear Institution Representative:

Approx. Distance 450 Feet

A liquor permit has been applied for at the above captioned location. The Division of Liquor Control is required to notify any church, school, library, public playground, or township park that is located within 500 feet of a proposed permit premises. Your institution, as well as the local legislative authority, is being given the opportunity to object to the issuance of this permit. This is your opportunity to object to the above referenced permit application.

Please complete and return this form no later than 30 days from the date of this notice. Include the name, title, address and telephone number of the representative of the institution who is to attend the hearing. If an objection is filed and a hearing is scheduled, your representative should appear and testify in support of the objection. Otherwise the objection will be overruled. Objections based solely upon philosophical opposition to alcohol consumption are not sufficient grounds for sustaining an objection. You may wish to retain legal counsel to represent your interests, as the hearing is a legal proceeding.

**\*Please check the applicable box and return this form within 30 days\***

- ☐ We do not object to this Permit
- ☐ We request the Division of Liquor Control document our objection to the issuance of this permit but we do not request a hearing. In choosing this option I understand that it is only an objection for the record and will not adversely impact the issuance of this permit.
- ☐ We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in Columbus.
- ☐ We object and request a hearing on the advisability of issuing of this permit. Please hold the hearing in the county seat of the premises.

(Signature of Authority in Control of Institution)	(Telephone Number)	(Date)
(Name, Title of person to Attend Hearing)	(Address)	

### Certificate of Service

The above notice was served to <b>CONTROLLING AUTHORITY - 220 COLUMBUS AVE, SANDUSKY, OHIO</b>	
(Name)	(Address)
<b>419-627-5850</b> (Telephone)	<b>05/11/2022</b> (Date)
, the authority in control of subject institution on	
by	
<input type="checkbox"/> Certified Mail, Return Receipt Requested or <input type="checkbox"/> Personal Service or <input type="checkbox"/> Storefront or <input checked="" type="checkbox"/> Email	
(Signature and Title of Recipient)	(Compliance Agent, Unit #, Date)
	<b>KRISTEN HENSLEY 640 05/11/2022</b>
(Print Name and Title of Recipient)	<b>Certified Mail #</b> <b>commissionclerk@ci.sandusky.oh.us</b>

6606 Tussing Road  
PO Box 4005  
Reynoldsburg, OH 43068-9005  
Updated 02/2019  
DLC-4100/LIQ-19-0002

614 | 644 2360  
Fax 614 | 995 4047  
TTY/TDD 800 | 750 0750  
[www.com.ohio.gov](http://www.com.ohio.gov)

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## FINANCE DEPARTMENT

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240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5776  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

TO: Eric L. Wobser, City Manager  
FROM: Michelle Reeder, Finance Director  
DATE: May 12, 2022  
RE: Commission Agenda Item

### **ITEM FOR CONSIDERATION:**

Ohio Rev. Code Section 5705.40 states that any appropriation ordinance or measure may be amended or supplemented, provided that such amendment or supplement shall comply with all provisions of law governing the taxing authority in making an original appropriation and that no appropriation for any purpose shall be reduced below an amount sufficient to cover all unliquidated and outstanding contracts or obligations certified from or against the appropriation. I am submitting amendment #2 to the 2022 General Appropriations.

### **BUDGETARY INFORMATION:**

Appropriation amendments are required to update the 2022 budget. Examples include, but are not limited to:

- Water Funds
- Sewer Funds
- Capital Funds
- State Grant Funds

### **ACTION REQUIRED:**

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

I concur with this recommendation:

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Eric Wobser  
City Manager

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Michelle Reeder  
Finance Director

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ADOPTING AMENDMENT NO. 2 TO ORDINANCE NO. 22-004 PASSED BY THIS CITY COMMISSION ON JANUARY 10, 2022, MAKING GENERAL APPROPRIATIONS FOR THE FISCAL YEAR 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission made general appropriations for the Fiscal Year 2022 Operating Budget by Ordinance No. 22-004, passed on January 10, 2022; and

WHEREAS, this City Commission adopted Amendment No. 1 to Ordinance No. 22-004 to cover deficiencies or needs which existed in the General, Coronavirus Relief, Street, Water, Sewer, and Capital Projects Funds by Ordinance No. 22-071, passed on April 11, 2022; and

WHEREAS, this Ordinance has been prepared to cover deficiencies or needs which exist in the State Grant, Water, Sewer, Cleveland Road Public Improvement, and Capital Funds; and

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

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

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

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

Section 1. Ordinance No. 22-004 passed by this City Commission on the 10<sup>th</sup> day of January, 2022, be amended as hereinafter set forth:

DEPARTMENT	PERSONAL SERVICES	OTHER	TOTAL
STATE GRANT FUNDS		13,000	13,000
WATER FUNDS		588,125	588,125
SEWER FUNDS		155,373	155,373
CLEV RD PUBLIC IMPROVEMENT FUND		80,000	80,000
CAPITAL FUNDS		233,435	233,435
TOTAL ALL FUNDS	-	1,069,933	1,069,933

Section 2. The Finance Director is authorized to draw warrants upon the

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

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## Community Development

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5730  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric Wobser, City Manager

**From:** Nicole Grohe, Community Development Program Administrator

**Date:** May 11th, 2022

**Subject:** Commission Agenda Item – FY 2022 Community Development Block Grant (CDBG) One-Year Action Plan

Grant in the amount of \$729,701.00 of Community Development Block Grant funds for the program year of July 1, 2022 through June 30, 2023; and to submit to the United States Department of Housing and Urban Development (HUD) a FY 2022 One-Year Action Plan; and to execute all certifications and agreements; and to authorize program expenditures.

**Background Information:** The City of Sandusky is an Entitlement Community, and as such, Sandusky receives a direct allocation from HUD annually. The City is required to submit a One-Year Action Plan each year. The allocation for Sandusky has been published at \$729,701.00.

A One-Year Plan is submitted annually and must provide for activities meeting the goals of the Five Year Consolidated Plan. The annual planning process includes public participation at multiple levels. The City held two public hearings and two Consolidated Plan Advisory Committee meetings between February and April 2022. Based on the citizen input gathered during these meetings, a draft One-Year Action Plan (Plan) was prepared. The Plan was made available for citizen comment from March 23rd, 2022 through April 23rd, 2022 and the draft was presented at the second public hearing on May 9<sup>th</sup>, 2022 at City Commission. The draft was available at the Sandusky Public Library, the City of Sandusky Municipal Building and on the Sandusky City website. On May 13, 2022, the City received their official CDBG allocation amount from HUD.

**Budgetary Information:** There is no impact on the City's General Fund. All projects in the program will be paid for with CDBG funds.

**Action Requested:** It is requested that the City Commission approve legislation authorizing and directing the City Manager to accept an Entitlement Grant in the amount of \$729,701.00 for the program year of July 1, 2022 through June 30, 2023 and to submit to HUD a One-Year Action Plan and to execute all certifications and agreements and to authorize program expenditures. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to submit the One-year Action Plan to HUD prior to the program year beginning on July 1, 2022.

I concur with this recommendation:

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Nicole Grohe,  
Community Development Programs Administrator

I concur with this recommendation:

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Jonathan Holody  
Community Development Director

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Eric Wobser  
City Manager

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



# **Executive Summary**

## **AP-05 Executive Summary**

### **1. Introduction**

The City of Sandusky, Ohio, has completed the planning process for the 2022-2023 Annual Action Plan as required by the U.S. Department of Housing and Urban Development (HUD).

The intent of the Plan is to identify how federal grant funds received by the City will be utilized during the program year to address the priority needs acknowledged in the City's 2019/2021-2023/2024 Five-Year Consolidated Plan (Consolidated Plan) which was approved on May 28, 2019. The Program Year (PY) 2022/2023 Annual Action Plan (July 1, 2022 through June 30, 2023) was approved by the City of Sandusky City Commission on May 23rd, 2022.

The Action Plan constitutes the City's application to HUD for its Community Development Block Grant (CDBG) Program which is the primary resource for addressing Sandusky's housing and community development needs. The City's allocation is estimated to be \$729,701 for PY 2022.

The City of Sandusky will also report, to the extent possible, on other resources expected to be used in ways consistent with the Consolidated Plan. This includes both funds and resources of other organizations and agencies, local nonprofits, and for-profits which address the housing and community development needs of the City and its residents.

Decisions about the annual allocation of federal resources are based upon the 2019 – 2023 Consolidated Plan, which was developed after a thorough public participation process conducted both informally with community partners, stakeholders, neighborhood organizations, and residents formally via public hearings. The priorities, goals, and objectives outlined in the Consolidated Plan were developed based on the feedback received during this public process, as well as the evaluation of housing, homeless, special needs population, and other relevant community development data.

### **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan, or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The PY 2022 Annual Action Plan will work to meet the goals and objectives set forth by the 2019-2023 Consolidated Plan. These goals and objectives are broken into four major categories: Housing Needs,

Homeless Needs, Neighborhood Stabilization, and Special Needs Assistance. Meeting homelessness challenges is a collaborative effort comprised of numerous individuals, agencies, and organizations.

Based on input and the data received through the citizen participation process, the highest priorities identified for homeless services are: food pantries and services; educational programming and addressing social barriers for youth; affordable housing for lower income to prevent homelessness; providing services that promote self-sufficiency for the homeless or those at-risk of becoming homeless; and supporting programs that offer meals, facilities, and/or beds to the homeless.

Non-Housing Community Development is a broad category of spending that covers many types of public facilities and improvements that virtually benefit low- and mod-income neighborhoods. Suggestions include enhancing the quality of life for people living in low- and mod-income neighborhoods through public investment in facilities, improvements, services, and the elimination of blight

Non-Homeless Special Needs covers a large population, including the mentally ill, developmentally disabled, elderly, and other groups. These specific services are often provided by non-profit agencies, usually in coordination with the city or county.

### **3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Previous program years have shown significant progress in the City of Sandusky's efforts to implement HUD entitlement programs. The city is in compliance with HUD regulations and continues to deliver housing and community development services in an efficient manner. The City of Sandusky works to improve the quality of life for city residents and to revitalize neighborhoods by providing decent and safe affordable housing and infrastructure. City staff is in charge of implementing the CDBG program. The City offers an array of housing programs and services providing the foundation needed to aid in promoting homeownership and/or sustainable neighborhoods.

Additionally, the city may fund public works activities through the CDBG program. Funds may be used to implement programs to improve public facilities and infrastructure, ensure access for the mobility-impaired by addressing physical access barriers to public facilities, and support efforts to ensure that adequate access is provided for public transportation that serve a majority low-income population and those with special needs. This initiative is part of the city's strategic plan which involves investing in community infrastructure and continuing to enhance the transportation network and systems. The city has been successful in implementing these programs in the past and anticipates the continuation of such programs in the future. The city will use CDBG to make these programs successful and to meet the goals and objectives identified in the Consolidated Plan.

#### **4. Summary of Citizen Participation Process and consultation process**

Comments and concerns raised during the citizen participation process were taken into consideration when developing the 2022-2023 Annual Action Plan. In addition the Consolidated Plan's goals, objectives, and strategies were considered. The Action Plan process is a collaborative process that involves meetings with the public and the Consolidated Plan Advisory Committee to determine areas of need. As part of this process, the city sought to identify the priority needs and strategies to address those needs. Priority needs were identified based on available housing data, public input, stakeholder interviews, public meetings, and past program performance.

In addition, the city consulted with the Consolidated Plan Advisory Committee, multiple city departments to identify priority needs, and to develop corresponding strategies. In relation to the PY2022 Annual Action Plan the City of Sandusky held two public hearings with the City Commission and two meetings with the Consolidated Plan Advisory Committee. Each time comments and input were collected related to the use of CDBG funds for PY2022. The following represents the Public Participation Process:

On 3/1/22 the 1st CPAC Meeting and Sub recipient applications were available.

On 3/14/22 the First Public Hearing was held in the City Commission Chambers.

On 3/21/22 Sub recipient applications were due.

On 3/23/22 a 2nd CPAC Meeting was held. The Draft Plan was available for review and a 30-day public comment period began (until 4/23/22).

On 5/9/22 a 2nd Public Hearing was held in the City Commission Chambers.

On 5/23/22 the City Commissioners approved the PY 2022 Action Plan.

By 8/16/22 the FY22 Annual Action Plan will be delivered to the U.S. Department of HUD.

**\*\* All meetings were aired on [www.youtube.com/CityofSanduskyOH](http://www.youtube.com/CityofSanduskyOH). Public Comments were able to be submitted by e-mail to [development@ci.sandusky.oh.us](mailto:development@ci.sandusky.oh.us) and by mail. The Draft FY 22 Annual Action Plan was made available for public review on the city website at [www.cityofsandusky.com/cdbg](http://www.cityofsandusky.com/cdbg), by appointment at the City Hall, and at the Sandusky Public Library.**

## **5. Summary of public comments**

The following public comments were received:

Ms. Maczuga, 814 Bardshar Road Sandusky, OH 44870: There is a lack of housing being produced/incentivized by the city and also a limited number of LMI households available within the city.

City Response: Although the city directly does not build housing it does provide opportunities to the public to obtain grant funding to pursue endeavors. Additionally, the housing shortage unfortunately is a nation-wide occurrence. The city will be placing \$750,000 in stimulus funds towards affordable housing within the next year.

Mr. Garrett, 1304 Shelby Street Sandusky, OH 44870: The city should assist homeowners with code enforcement violations and allow those who owe the city money the ability to apply to receive assistance through other programs at a reduced rate.

City Response: CDBG dollars cannot be used towards code corrections under the CDBG program. The program has funded code enforcement and a painting rehabilitation program in CDBG eligible areas for this coming year. In the city's opinion it is the responsibility of our city property owners and residents to keep their property free of code violation, but should they find themselves in violation, the Housing Beautification Program can help provide funding to remediate exterior repairs. To be approved for these funds, the property owner is responsible to be free of any liens or delinquencies of their local, state, or federal government. This does not mean that they are denied if they have a past due water bill. This means they can pay their past due amount and get approved for the grant funding. Their property must also be free from foreclosure or bankruptcy.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

Based on input and data received through an extensive citizen participation process, there were no public comments unaccepted.

## **7. Summary**

Overall the CDBG program has a significant impact within the City of Sandusky.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ACCEPT AN ENTITLEMENT GRANT IN THE AMOUNT OF \$729,701.00 TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE PROGRAM YEAR OF JULY 1, 2022, THROUGH JUNE 30, 2023, AND TO SUBMIT TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT A FY 2022 ONE-YEAR ACTION PLAN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons and the program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, 42 U.S.C.-5301 et seq.; and

**WHEREAS**, the U. S. Department of Housing and Urban Development (HUD) awards grants to entitlement community grantees to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services; and

**WHEREAS**, the City of Sandusky is an Entitlement Community eligible to receive Community Development Block Grant (CDBG) funds directly from the U.S. Department of Housing and Urban Development (HUD) annually and is required to submit a One-Year Action Plan; and

**WHEREAS**, Seven Hundred Twenty Nine Thousand Seven Hundred One and 00/100 dollars (\$729,701.00) has been allocated from HUD to fund the City's Community Development Block Grant eligible activities for the Program Year of July 1, 2022, through June 30, 2023; and

**WHEREAS**, a One-Year Action Plan must be prepared on an annual basis incorporating other comments deemed appropriate by the City, and for the Program Year of July 1, 2022, through June 30, 2023, a draft Annual Action Plan was made available for public review and for a thirty (30) day public comment period which began on March 23, 2022, and expired on April 23, 2022, and must be submitted to HUD by July 1, 2022, with all additional comments being incorporated into the final submission; 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 provide for the submission of the One-Year Action Plan to the United States Department of Housing and Urban Development prior to the Program Year beginning on July 1, 2022; 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 authorizes and directs the City Manager to accept an Entitlement Grant in the amount of Seven Hundred Twenty Nine Thousand Seven Hundred One and 00/100 Dollars (\$729,701.00) for the program year of July 1, 2022, through June 30, 2023, from the U.S. Department of Housing and Urban Development.

Section 2. This City Commission authorizes and directs the City Manager to submit to the U.S. Department of Housing and Urban Development a One-Year Action Plan for \$729,701.00 and to execute any required certifications and agreements in relation to the acceptance of the grant and to administer program expenditures consistent with the One-Year Action Plan.

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

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

Section 5. That for 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.

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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## COMMUNITY DEVELOPMENT DEPARTMENT

240 Columbus Avenue  
Sandusky, Ohio 44870  
(419) 627-5730  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Nicole Grohe, CDBG Program Administrator

Date: May 11th, 2022

Subject: Commission Agenda Item – CDBG FY 21 – Demolition Project #3 Contract

**Item for Consideration:** Ordinance authorizing and directing the City Manager to enter into a contract for the CDBG FY21–Demolition Project #3, involving asbestos abatement and demolition of one property.

**Background Information:** On February 14th, 2022, City Commission approved Resolution No. 012-22R which directed the City Manager to advertise and receive bids for the demolition and asbestos abatement at two properties.

1. 506 E. Monroe St.
2. 431 N. Depot St.

Since that time a request for injunction relating to the commercial property located at 431 N. Depot St. was filed with the Probate Court of Erie County, Ohio, and was granted by Judgment Entry on April 28, 2022. Therefore, an addendum was issued during the bidding process to remove the commercial structure located at 431 N. Depot St. from the list. Based on this request, one property remains, 506 E. Monroe Street. Results of the bids, opened on May 9th, 2022 were as follows:

Ed Burdue & Company	Sandusky, OH	\$15,400.00
Siegel Excavating	Edinburg, PA	\$15,000.00

Siegel Excavating Edinburg, PA was determined to be the lowest and best bid.

**Budgetary Information:** The total cost for the asbestos abatement and demolition is \$15,000.00 and will be paid with FY21 Community Development Block Grant Funds. Liens will be placed on the properties for the total cost of the asbestos abatement and demolition.

**Action Requested:** It is requested that the proper legislation be approved to permit the City Manager to enter into a contract with Siegel Excavating for asbestos abatement and demolition of one property and that legislation be passed under suspension of the rules and in accordance with Section

14 of the City Charter in order to move forward with the project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky.

I concur with this recommendation:

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Nicole Grohe  
Community Development Programs Administrator

I concur with this recommendation:

---

Jonathan Holody  
Community Development Director

---

Eric Wobser  
City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: CDBG Demo Project #3

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: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/18/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SIEGEL EXCAVATING OF EDINBURG, PENNSYLVANIA, FOR THE CDBG FY21 DEMOLITION PROJECT #3; 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 #3 by Resolution No. 012-22R, passed on February 14, 2022; and

**WHEREAS**, the original CDBG FY21 Demolition Project #3 involved asbestos abatement and demolition of one (1) commercial property located at 431 N. Depot Street, which was ordered for demolition by the City's Residential Building Code Board of Appeals, and one (1) residential property located at 506 E. Monroe Street, which was ordered for demolition by the City's Housing Appeals Board; and

**WHEREAS**, a request for injunction relating to the commercial property located at 431 N. Depot Street was filed with the Probate Court of Erie County, Ohio, and was granted by Judgment Entry on April 28, 2022, and therefore an addendum was issued during the bidding process to remove the property from the project; and

**WHEREAS**, upon competitive bidding as required by law two (2) appropriate bids were received and the bid from Siegel Excavating of Edinburg, Pennsylvania, was determined to be the lowest and best bid; and

**WHEREAS**, the total cost for the asbestos abatement and demolition of the residential structure located at 506 E. Monroe Street is \$15,000.00 and will be paid with FY21 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolition and asbestos abatement of the private property will be charged to the owners and assessed to the property; 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 move forward with the project and to continue to implement the City's efforts towards blight elimination in the interest of the health and safety and general welfare of the citizens of Sandusky; 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 Planning, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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



Section 1. The City Manager is authorized and directed to enter into a contract with Siegel Excavating of Edinburg, Pennsylvania, for the CDBG FY21 Demolition Project #3, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) consistent with the bid submitted by Siegel Excavating of Edinburg, Pennsylvania, currently on file in the office of the Director of Public Works.

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## DEPARTMENT of COMMUNITY DEVELOPMENT

### DIVISION OF PLANNING

240 Columbus Ave.

Sandusky, Ohio 44870

419.627.8462

[www.cityofsandusky.com](http://www.cityofsandusky.com)

**To:** Eric Wobser, City Manager

**From:** Alec Ochs, Assistant Planner

**Date:** May 11, 2022

**Subject:** May 23, 2022 City Commission Agenda Item – petition for the vacation of an extension to Church street right-of-way at the corner of Church Street and Ward St. between parcels 60-00036.000000 to the north and 60-00420.000 the south.

**Item for Consideration:** Dennis Grahl has submitted a petition for the vacation of an extension to Church street right-of-way located between parcels 60-00036.000000 to the north and 60-00420.000 the south.

**Purpose:** Generally, it is important for the City Commission to analyze and preserve streets and alleys for future planning endeavors or projects when possible. Street and Alley vacations should only be considered when the City can definitively determine there will not be a public use in the future and when the vacation will not land lock any parcels, nor adversely impact traffic circulation or adjacent properties.

**Background Information:** At the April 27, 2022 Planning Commission meeting the Commission recommended approval for the vacation of the above referenced street. The applicant, Dennis Grahl, applied to vacate this area because he claims to have been maintaining the parcel for a long period of time. Planning staff recognizes that the mentioned street has never been developed or used as a street and will remain accessible for utilities. All adjacent property owners have signed the petition for the vacation of this right-of-way. The proposed vacations will not create land locked parcels. The right-of-way is no longer of use for the public, nor are there plans to extend this roadway. The City's Engineering Department, Police Department, Fire Department, and Building Department reviewed the petition for vacation and do not object. The City Engineer noted that there is a storm sewer line running parallel through the right-of-way. The Planning Commission recommended approval based on the following: A minimum 20' easement must be granted to the City (10' for each side of center of pipe). This easement will prohibit the construction of any structures within the 20' buffer.

**Correlation to the Comprehensive Plan:** The Comprehensive Plan calls for reimagining this section for residential stabilization and infill. The proposed vacation could assist in the beautification of this parcel.

**Budgetary Impact:** There is no impact to the general fund.

**Action Requested:** It is requested that City Commission approve the proposed petition for the vacation of an extension to Church street right-of-way located between parcels 60-00036.000000 to the north and 60-00420.000 the south.

I concur with this recommendation:

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Eric Wobser, City Manager

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



Petition for Vacation  
City Right-Of-Way

DENNIS GRAHL  
Typed or Printed Name of Circulator

P.O. Box 307, CASTALIA, OH  
Typed or Printed address of Circulator

419 656-1656  
Phone Number of Circulator

The undersigned owners of lots in the vicinity

DENNIS & VALARIE GRAHL  
CASTALIA HOLDINGS LLC.  
COMMONS OF PROVIDENCE.

Respectfully petition that a portion of said street/alley/right-of-way described as follows:

60' VACANT LOT FRONTING ON WARD ST.

Be vacated for the reason that it is no longer of use to the public and its vacation will not be detrimental to the general interest.

By signing this petition, we hereby support the proposed vacation and waive our right to public notice. Further, we realize that we shall be responsible for providing a completed petition including a complete legal description and a plat prepared by a professional, suitable for recording, and approved by the County Surveyor.

Name	Address	Date Signed
<u>Dennis Grahl</u>	<u>P.O. Box 307 Castalia OH</u>	<u>1-6-22</u>
<u>Valarie M. Grahl</u>	<u>PO Box 307 Castalia OH</u>	<u>1-6-22</u>
<u>John W. Lippert</u>	<u>2025 Hayes Ave Sandusky OH 44870</u>	<u>1/6/22</u>
<u>Scott Miller</u>	<u>116 Depot St Castalia OH 44824</u>	<u>1-6-22</u>

(You may attach an additional sheet of paper if the space provided above is not adequate)

Office use only:

\_\_\_\_\_ \$500.00 filing fee

\_\_\_\_\_ Plat as detailed in "Right-of-Way Vacation Procedures", and approved by the County Surveyor

\_\_\_\_\_ Legal Description approved by the County Surveyor

\_\_\_\_\_ Completed form containing required signatures

April 30, 2022

Alec Ochs, Assistant Planner  
Community Development Department  
240 Columbus Ave.  
Sandusky, OH 44870

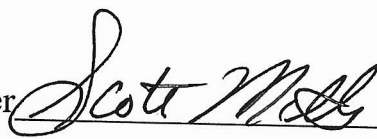
RE: Vacating Ward Street Right-of-Way

Alec:

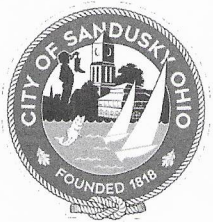
The home to the North side of referenced property, 4904 Ward Street, is titled in the name of Castalia Holdings, LLC

We are the owners of Castalia Holdings, LLC. We simply want to add one half of the vacated Right-of-Way to our property.

Thank You,

Scott Miller  Date: 4-29-2022

Daniel Miller  Date: 4-29-2022



# City of Sandusky

Sandusky, OH 44870

RECEIPT NUMBER

00089619

Paid By

DENNIS GRAHL

under parcel # 4000420000  
in BSA

04/11/2022

WARD

Type	Record #	Fee Item Description	Amount
PZE Process	PROV22-0002	Vacation Right of Way	\$ 500.00

Total	\$ 500.00
Cash	
Check	\$ 500.00
Check #	9400
Credit Card	
Tendered	\$ 500.00
Change	\$ 0.00





## PLANNING COMMISSION

Application for Approval

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

www.cityofsandusky.com

### TYPE OF APPLICATION:

☐ Conditional Use Permit

☐ Flood Plain Variance

☒ Other

☐ Similar Main Use

☐ Front Yard Fence

### APPLICANT/AGENT INFORMATION:

Property Owner Name:

VACANT RITE OF WAY

Property Owner Address:

\_\_\_\_\_

Property Owner Telephone:

\_\_\_\_\_

Property Owner Email:

\_\_\_\_\_

Authorized Agent Name:

DENNIS GRAHL

Authorized Agent Address:

P.O. Box 307 CASTALIA, O

Authorized Agent Telephone:

419 656-1656.

Authorized Agent Email:

CM5312@BEX.NET.

### LOCATION AND DESCRIPTION OF PROPERTY:

Municipal Street Address:

VACANT LOT WARD ST + CHURCH ST.

Legal Description of Property (check property deed for description):

ATTACHED.

Parcel Number:

\_\_\_\_\_

Zoning District:

\_\_\_\_\_

**DETAILED SITE INFORMATION:**

Land Area of Property: 5,048 sq. ft. Each (sq. ft. or acres)

**Total Building Coverage (of each existing building on property):**

Building #1: \_\_\_\_\_ (in sq. ft.)

Building #2: N/A

Building #3: N/A

Additional: \_\_\_\_\_

**Total Building Coverage (as % of lot area):** N/A.

**Gross Floor Area of Building(s) on Property (separate out the square footage of different uses – for example, 800 sq. ft. is retail space and 500 sq. ft. is storage space:**

\_\_\_\_\_  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed Building Height (for any new construction):** \_\_\_\_\_

**Number of Dwelling Units (if applicable):** N/A.

**Number of Off-Street Parking Spaces Provided:** \_\_\_\_\_

**Parking Area Coverage (including driveways):** \_\_\_\_\_ (in sq. ft.)

**Landscaped Area:** \_\_\_\_\_ (in sq. ft.)

**PROPOSED DEVELOPMENT (check those that apply):**

- ☒ New Construction (new building(s))  
☐ Addition to Existing Building(s)  
☐ Change of Use in Existing Building(s)

**Description of Proposed Development (Describe in detail your development plans, for example – proposed use, size of building or proposed addition, hours of operation, days of operation, seating capacity, etc.):**

N/A

**REQUIRED SUBMITTALS:**

15 copies of a site plan/off-street parking plan for property

Application Fee:

Similar Main Use: \$100.00

Front Yard Fence: no charge

Conditional Use Permit: \$100.00

Flood Plan Variance: \$100.00

Other: check with staff for fee

**APPLICATION MUST BE COMPLETELY FILLED OUT**

**APPLICATION AUTHORIZATION:**

If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.

*Dennis Hall*  
Signature of Owner or Agent

5-13-22  
Date

**PERMISSION TO ACT AS AUTHORIZED AGENT:**

As owner of \_\_\_\_\_ (municipal street address of property), I hereby authorize \_\_\_\_\_ to act on my behalf during the Planning Commission approval process.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

**STAFF USE ONLY:**

Date Application Accepted: \_\_\_\_\_ Permit Number: \_\_\_\_\_

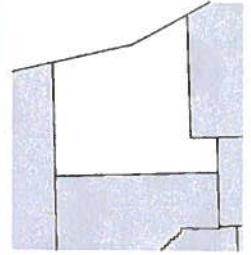
Date of Planning Commission Meeting: \_\_\_\_\_

Planning Commission File Number: \_\_\_\_\_





#### Overview



#### Legend

- Parcels
- Lot Lines
- Lot Line Labels
- Streets
- Corporate Limits
- Low Level

**Parcel ID** 60-00035.000  
**Owner** CASTALIA HOLDINGS LLC  
PO BOX 217  
CASTALIA, OH 44824  
**Location Address** WARD  
SANDUSKY

**District** 60 - SANDUSKY CITY - ANNEX - SANDUS  
**Class** 110 - Agricultural Vacant land (on CAUV)  
**Acreage** 2.75

Last 2 Sales	Price	Vol/Page
Date		
11/18/2021		
10/19/2021		

Date created: 1/5/2022  
Last Data Uploaded: 1/5/2022 3:29:51 AM

Developed by Schneider  
GEOSPATIAL

# PLANNING COMMISSION REPORT

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APPLICATION FOR A PUBLIC RIGHT OF WAY  
VACATION TO AN UNUTILIZED EXTENSION OF  
CHURCH ST. LOCATED BETWEEN 4808 WARD ST. &  
4904 WARD ST. (PARCELS 60-00036.000, 60-  
00420.000, 60-00137.000)

Reference Number: PROVV-0002

Date of Report: April 18, 2022

Report Author: Alec Ochs, Assistant Planner



# City of Sandusky, Ohio

## Planning Commission Report

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### BACKGROUND INFORMATION





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Applicant:	Dennis Grahl 4808 Ward St. Sandusky, OH 44870
Site Location:	An unutilized extension of Church St. located between 4808 Ward St. & 4904 Ward St. Sandusky, OH 44870
Current Zoning:	n/a
Surrounding Zoning:	North- "R1-75 Single Family Residential East- "RB" Roadside Business South- "RMF – Residential Multi-Family West- "R1-75 Single Family Residential
Existing Use:	Vacant right-of-way
Proposed Zoning:	"RB" & R1-75 – Single Family Residential
Applicable Plans & Regulations:	City of Sandusky Bicentennial Comprehensive Plan City of Sandusky Planning and Zoning Code Chapters: 1187.05 VACATION OF PLAT. Planning and development Procedures Section 9.0: Vacation of Street or Alley

SITE PICTURES

Subject Parcels Outlined in Red



<b>Zone Map Setbacks</b>	<b>Zoning</b>	
	AG - Agriculture	PF - Public Facilities
<b>PUD - Planned Unit Development</b>	CA - Commercial Amusement	R1-40 - Single Family Residential
	CR - Commercial Recreation	R1-50 - Single Family Residential
<b>Parcels</b>	CS - Commercial Service	R1-60 - Single Family Residential
	DBD - Downtown Business	R1-75 - Single Family Residential
<b>TRO - Transient Rental Overlay</b>	GB - General Business	R2F Two-Family Residential
	GM - General MAnufacturing	RB - Roadside Business
	LB - Local Business	RMF - Multi-Family Residential
	LM - Local Manufacturing	RRB - Residential/Business
	P - Auto Parking	RS - Residential Suburban



Aerial Photo of Site



Aerial Photo of Site March 2021





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#### PROJECT DESCRIPTION

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The applicant has filed vacation for the public right-of-way extension of Church St. located between 4808 Ward St. & 4904 Ward St. is approximately 10,000 sq. ft. of land. It is vacant with no future plans of a street extension of Church St.

The applicant claims to have been maintaining the right-of-way for some time and would like to own the land for his efforts. The land would be parceled by a licensed surveyor, split evenly, and combined across the 2 directly adjacent properties. A survey map has been included in this application.

There is an existing storm sewer line that extends through the right of way into an adjoining storm water retention area.





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**APPLICABLE CODE SECTIONS**

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**1187.05 VACATION OF PLAT.**

A plat or portion thereof may be vacated. The owner or owners of properties located within the area of the plat proposed to be vacated shall submit to the Planning Commission a document, which shall include a text and/or drawings in form approved by the City Law Director, declaring said plat or portion thereof vacated.

If the vacation does not involve the vacation of a public right-of-way, easement, or other public property, the Planning Commission shall take action to approve, approve with conditions, or disapprove such document of vacation. The action of the Planning Commission shall be final.

If the vacation involves the vacation of a public right-of-way, easement, or other public property, the Planning Commission shall make a recommendation to the City Commission. The City Commission may approve, approve with conditions, disapprove, or approve in part any such document.

Upon approval by the City Commission, said document shall be recorded in like manner as plats of subdivisions and shall operate to destroy the force and effect of the plat, or portion thereof, so vacated. (Ord. 02-176. Passed 10-28-02.)

**Ohio revised code 723.041**

When a vacation occurs, a municipality and any affected public utility automatically retain a permanent easement in such vacated for the purpose of maintenance and access.

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**DIVISION OF PLANNING COMMENTS**

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The stormwater infrastructure exists on the property, and it will remain (see engineering comments). This makes the parcel an unlikely location for infill development. Also, right of way does not extend past this parcel, therefor making a future continuation of Church Street through to Providence Street unlikely. For these reasons, the planning division does not oppose the vacation of this right of way.

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**OTHER DEPARTMENT COMMENTS**

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**Engineering Staff:**

A minimum 20' easement must be granted to the City (10' for each side of center of pipe). This easement would restrict any building and or structure construction within the 20' buffer.

**Building Staff:**

No concerns have been received as of the writing of this report

**Police Department:**

No concerns have been received as of the writing of this report

**Fire Department:**

No concerns have been received as of the writing of this report

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**CONCLUSION/RECOMMENDATION**

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In conclusion, staff has no opposition to the approval of the proposed public right of way vacation to an unutilized extension of Church St. located between 4808 Ward St. & 4904 Ward St. (parcels 60-00036.000, 60-00420.000, 60-00137.000)



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Planning Commission

240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

May 11, 2022

At the April 27th Planning Commission meeting, the Planning Commission recommended approval to the City Commission for the proposed vacation of an unutilized extension of Church Street located between 4808 Ward Street and 4904 Ward Street.

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Pete McGory  
Planning Commission Chairman

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE VACATING A PORTION OF CHURCH STREET, EXTENDING SOUTH BETWEEN 4904 WARD STREET AND 4808 WARD STREET, WITHIN THE CITY, AS SET FORTH ON THE VACATION PLAT, A COPY OF WHICH IS MARKED AS EXHIBIT "A-2", ATTACHED TO THIS ORDINANCE AND INCORPORATED HEREIN.**

**WHEREAS**, Section 723.04 of the Ohio Revised Code provides for statutory proceedings to vacate a street, alley, or portion thereof by the legislative authority upon petition by a person owning a lot in the immediate vicinity of the street or alley; and

**WHEREAS**, the petitioner, Dennis Grahl, and all abutting property owners are consenting to and signed the Petition for Vacation which dispensed with the notice requirement contained in Section 723.06 of the Ohio Revised Code; and

**WHEREAS**, the City's Engineering Department, Police Department, Fire Department and Building Department have reviewed the petition for vacation and do not object but the City Engineer indicated a storm sewer line running parallel through the right-of-way exists and a minimum twenty foot (20') easement (10' on each side of pipe) must be granted to the City and would restrict any building and/or construction of any structure within the twenty foot (20') easement; and

**WHEREAS**, the Planning Commission considered this vacation request at its April 27, 2022, meeting and resolved to recommend approval of the requested vacation; and

**WHEREAS**, pursuant to the requirements of Section 723.04 of the Ohio Revised Code, the City Commission held a public hearing at its May 23, 2022, regularly scheduled meeting to consider the Planning Commission's recommendation for **approval** pursuant to Section 713.02 of the Ohio Revised Code; and

**WHEREAS**, this City Commission finds that there is good cause for such vacation as prayed for and that such vacation will not be detrimental to the general interest and is conducive to the general interests of the public and the area is no longer needed for any municipal purpose, and that it should be made; 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, that is vacation be made; NOW, THEREFORE,

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

Section 1. The portion of Church Street, extending south between 4904 Ward Street, Parcel No. 60-00036.000 to the north and 4808 Ward Street, Parcel Nos. 60-00420.000 and 60-00137.000, to the south, labeled as described on the vacation plat, with a total area of approximately .2318 acres of land, and as more fully described in the legal description and vacation plat marked Exhibits "A-1" and "A-2", attached to this Ordinance and specifically incorporated herein, be and the same are

hereby vacated pursuant to the Ohio Revised Code, Section 723.08 and is a revocation of the acceptance thereof by this City Commission.

Section 2. The said vacations be and hereby are subject to the permanent easements for public utility purposes in such vacated premises as set forth in Section 723.041 of the Ohio Revised Code.

Section 3. The Clerk of the City Commission be instructed to endorse upon the plats, the City Commission action in vacating such portion of the street and alley and to cause said plats to be recorded in the office of the Erie County Recorder and to notify the Auditor of Erie County of such vacations, by sending a copy of this Ordinance.

Section 4. 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 5. 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 6. That for the reasons set forth in the preamble hereto, this Ordinance shall take effect at the earliest time allowed by Law.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed:

## ROAD VACATION PARCEL A DESCRIPTION

Situated in part of Church Street in the Village of Venice as per deed recorded in Volume 364 Page 314, now in the City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin found at the intersection of the southwesterly right of way line of Ward Street with northwesterly right of way line of Church Street and being the most easterly corner of Lot Number 7 in said Village of Venice now or formerly owned by Castalia Holdings, LLC. as per deed recorded in RN202113120 of the Erie County Records, said point being the principal place of beginning for this description;

1. Thence South  $53^{\circ}-40'-00''$  East, a distance of 33.33 feet to an iron pin found on the centerline of Church Street;
2. Thence South  $36^{\circ}-02'-05''$  West, along the centerline of Church Street, a distance of 151.47 feet to an iron pin found on the northeasterly line of a parcel of land now or formerly owned by The Commons Of Providence as per deed recorded in RN9919043 of the Erie County Records;
3. Thence North  $54^{\circ}-13'-53''$  West, along the northeasterly line of said Commons Of Providence parcel, a distance of 33.33 feet to an iron pin found at the most southerly corner of said Lot Number 7, being on the northwesterly right of way line of Church Street;
4. Thence North  $36^{\circ}-02'-05''$  East, along the southeasterly line of said Lot Number 7 and the northwesterly right of way line of Church Street, a distance of 151.80 feet to the place of beginning and containing 0.1160 acres of land, but subject to all easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on January 19, 2022.

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only. No Field Verifications  
for Accuracy made.

Michael J. Farrell  
Engineer/Surveyor: Erie County Engineer's

Date: 1-21-2022

David A. Williams

David A. Williams  
Registered Surveyor No. 7166

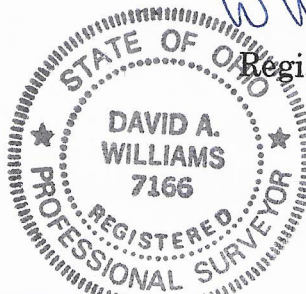


Exhibit "A-1"



### ROAD VACATION PARCEL B DESCRIPTION

Situated in part of Church Street in the Village of Venice as per deed recorded in Volume 364 Page 314, now in the City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

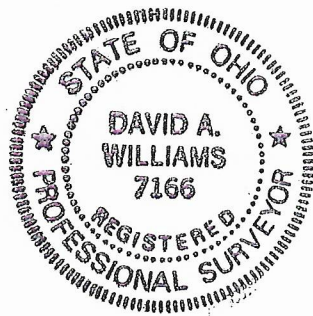
Commencing at an iron pin found at the intersection of the southwesterly right of way line of Ward Street with northwesterly right of way line of Church Street and being the most easterly corner of Lot Number 7 in said Village of Venice now or formerly owned by Castalia Holdings, LLC. As per deed recorded in RN202113120 of the Erie County Records;

Thence South  $53^{\circ}40'00''$  East, a distance of 33.33 feet to an iron pin found on the centerline of Church Street, said point being the principal place of beginning for this description;

1. Thence South  $53^{\circ}40'00''$  East, a distance of 33.33 feet to a point at the most northerly corner of Lot Number 8 in said Village of Venice now or formerly owned by Dennis and Valerie Grahl as per deed recorded in RN200409081 of the Erie County Records and being at the intersection of the southeasterly right of way line of Church Street with the southwesterly right of way line of Ward Street;
2. Thence South  $36^{\circ}02'05''$  West, along the northwesterly line of said Lot Number 8 and the southeasterly right of way line of Church Street, a distance of 151.14 feet to a point at the most westerly corner of said Lot Number 8 and being on the northeasterly line of a parcel of land now or formerly owned by The Commons Of Providence as per deed recorded in RN9919043 of the Erie County Records;
3. Thence North  $54^{\circ}13'53''$  West, along the northeasterly line of said Commons Of Providence parcel, a distance of 33.33 feet to an iron pin found on the centerline of Church Street;
4. Thence North  $36^{\circ}02'05''$  East, along the centerline of Church Street, a distance of 151.47 feet to the place of beginning and containing 0.1158 acres of land, but subject to all easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on January 19, 2022.



David A. Williams

A handwritten signature in blue ink that reads "David A. Williams".

Registered Surveyor No. 7166

APPROVED as per Erie County Requirements  
And Sections 4733-37 thru 4733-37-07 of the Ohio  
Administrative Code only, No Field Verifications  
for Accuracy made.

A handwritten signature in blue ink that reads "Michael T. Farrell".

Engineer/Surveyor: Erie County Engineer's

Date:

1-20-2022







## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E., Director

Date: May 11, 2022

Subject: **Commission Agenda Item – Award the Justice Center Rooftop Air Handling Unit to Gundlach Sheet Metal Works Inc. of Sandusky, Ohio**

**ITEM FOR CONSIDERATION:** Legislation awarding a contract to Gundlach Sheet Metal Works Inc. of Sandusky, Ohio for the Justice Center Rooftop Air Handling Unit at the former City Hall, now known as the Justice Center.

**BACKGROUND INFORMATION:** An existing Carrier rooftop air handling unit at the future Justice Center is no longer cooling the IT room, which is experiencing critically high temperatures. Upon inspection, it was determined the entire unit be replaced as soon as possible because rebuilding it would not be cost effective. This unit controls heat and air conditioning in a portion of both the court and police, including the judge's office and the detectives.

One bid was received on Friday, May 6, 2022 at a formal public bid opening;

Gundlach Sheet Metal Works, Inc.	Base Bid	\$57,975.00
Sandusky, Ohio		
100% Bid Bond		

The engineer's estimate for the project was set at \$70,000. The contractual completion date is set as August 31, 2022, however, the contractor understands the urgency for installation of the new unit and will move as soon as possible. They do feel that the current lead time may correspond to an October or November installation.

**BUDGETARY INFORMATION:** The total cost of the contract shall not exceed \$57,975.00, being paid for with Capital Funds.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared awarding a contract to Gundlach Sheet Metal Works, Inc. of Sandusky, Ohio for the Justice Center Rooftop Air Handling Unit in the amount not to exceed \$57,975.00 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to allow for the contractor to immediately place the order for the unit and begin installation as soon as possible as there are temporary units currently cooling the IT room.

I concur with this recommendation:

---

Eric Wobser, City Manager

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

## CERTIFICATE OF FUNDS

In the Matter of: Justice Center Air Handler

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 #431-6503-55990

By: \_\_\_\_\_

*Michelle Reeder*

Michelle Reeder

Finance Director

Dated: 5/12/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH GUNDLACH SHEET METAL WORKS, INC. OF SANDUSKY, OHIO, FOR THE JUSTICE CENTER ROOFTOP AIR HANDLING UNIT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the existing Carrier rooftop air handling unit at the former City Hall and future Justice Center, located at 222 Meigs Street, is not working properly causing the Information Technology (IT) area to experience critically high temperatures and as well as the IT part of the building, this unit controls the heat and air conditioning in portions of the Court and Police Department, including the Judge's office and Detective Bureau; and

**WHEREAS**, the Justice Center Rooftop Air Handling Unit Project involves replacing the current Carrier air handling unit at the future Justice Center with a unit that will be operationally compatible with both the current and future systems and as part of the project, the unit will be cleaned and filters replaced upon completion of construction activities; and

**WHEREAS**, this City Commission declared the necessity for the City to proceed with the Justice Center Rooftop Air Handling Unit Project by Resolution No. 023-22R, passed on April 11, 2022; and

**WHEREAS**, upon public competitive bidding as required by law one (1) appropriate bid was received and the bid from Gundlach Sheet Metal Works, Inc. of Sandusky, Ohio, was determined to be the lowest and best bid; and

**WHEREAS**, the total contract cost is \$57,975.00 and will be paid with Capital 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 for the contractor to immediately place the order for the unit and begin installation as soon as possible as there are temporary units currently cooling the IT room; and

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

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

Section 1. The City Manager is authorized and directed to enter into a contract with Gundlach Sheet Metal Works, Inc. of Sandusky, Ohio, for the Justice Center Rooftop Air Handling Unit Project in an amount **not to exceed** Fifty Seven

Thousand Nine Hundred Seventy Five and 00/100 Dollars (\$57,975.00) consistent with the bid submitted by Gundlach Sheet Metal Works, Inc. of Sandusky, Ohio, currently on file in the office of the Director of Public Works.

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

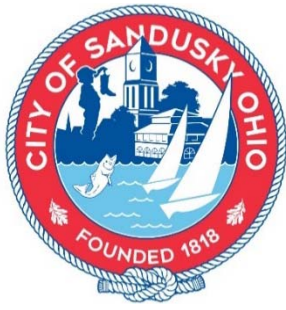
Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: May 11, 2022

Subject: **Commission Agenda Item – Maintenance of State Route 2 in Sandusky City Limits**

**ITEM FOR CONSIDERATION:** Legislation to approve changes to two agreements with Ohio Department of Transportation (ODOT) for maintenance and snow removal of State Route 2, located within the city limits.

**BACKGROUND INFORMATION:** Per state law, maintenance of state routes and US routes are the responsibility of the municipality where they cross through the corporation limit. Ordinance 8203-C, passed March 27, 1978, required the City of Sandusky to annually pay ODOT for maintenance that includes but is not limited to snow plowing. There are approximately 6.22 lane miles of State Route 2, including on- and off-ramps that are within the City's corporation limits. The current agreement was approved in 2018 and included both maintenance and snow removal. The proposed agreements are to separate maintenance and snow removal into two single agreements and are summarized as follows:

**Snow Removal:**

Since 2018, the City has accepted responsibility for snow and ice control of State Route 101 south of the City's corporation limits totaling 0.2 miles of two- and four-lane roadways, including the SR-2 overpass. In turn, ODOT will perform snow and ice control for the portions of SR-2 that are in the City limits.

**SR-2 Maintenance and/or Repair:**

ODOT will perform routine maintenance and repairs such as pothole patching, crack sealing, pavement markings, striping, storm sewer cleaning, ditch operations, sweeping activities, sign repairs, overhead lighting, and guardrail repairs. ODOT will also perform all drainage repairs less than \$15,000. Any drainage repairs exceeding \$15,000 shall remain the responsibility of the respective responsible party.

The new, proposed contracts are attached to the legislation. The term for the new agreements would expire "on the last date of the current biennium" but "may be renewed in writing for additional (2) year terms." Hence, these agreements can remain in effect until either party desires to terminate or modify them.

**BUDGETARY INFORMATION:** Snow removal requirements are considered an even financial swap of services and materials. The total costs for SR-2 maintenance and repair will be calculated annually based on work performed within the limits and the City will be invoiced. Since this invoice typically exceeds \$10,000, they have been brought back to City Commission for formal approval prior to payment.



**ACTION REQUESTED:** It is recommended that proper legislation be prepared approving the two agreements with ODOT for maintenance of S.R. 2 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to implement these agreements in case maintenance or repairs are needed immediately and to execute both agreements simultaneously.

I concur with this recommendation:

---

Eric Wobser  
City Manager

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

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GIVING CONSENT FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

**WHEREAS**, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City by the Ohio Department of Transportation (ODOT) by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for maintenance that includes but is not limited to snow plowing; and

**WHEREAS**, portions of State Highway Nos. State Route 2 and State Route 2 Ramps at US6 (west junction) lie within the City of Sandusky, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

**WHEREAS**, in September of 2018, ODOT proposed a new modification to the agreement whereby the City will perform snow and ice control on a section of S.R. 101 instead of the previous section location on Cleveland Road and the agreement was approved by City Commission on October 9, 2018, by Ordinance No. 18-191; and

**WHEREAS**, ODOT proposed to separate Snow Removal and Maintenance and/or Repair into two (2) separate agreements and the Maintenance and/or Repair services are summarized as follows:

Maintenance and/or Repair:

ODOT will perform routine maintenance and repairs such as pothole patching, crack sealing, pavement markings, striping, storm sewer cleaning, ditch operations, sweeping activities, sign repairs, overhead lighting, and guardrail repairs. ODOT will also perform all drainage repairs less than \$15,000. Any drainage repairs exceeding \$15,000 shall remain the responsibility of the respective responsible party.

**WHEREAS**, the agreement will commence on the date of the last signature on the agreement and shall expire on the last date of the current biennium unless terminated and may be renewed in writing for additional two (2) year terms; and

**WHEREAS**, approval to enter into an agreement with the Ohio Department of Transportation for snow removal services on State Route 2 is being requested in companion legislation; and

**WHEREAS**, this Ordinance is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions; and

**WHEREAS**, the work proposed to be authorized under this Ordinance shall be restricted to the maintenance and/or repair of the State Highways within the corporate limits of the City; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to implement the changes immediately and prior to any necessary maintenance or repairs; and

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

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

Section 1. This City Commission approves the form of the Agreement with the Ohio Department of Transportation for certain roadway maintenance and/or repair of State Route 2 in the City of Sandusky, a copy of which is marked Exhibit "A", and attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, and authorizes and directs the City Manager to sign the Agreement on behalf of the City.

Section 2. This City Commission hereby declares to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or

repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT and that the City reimburse ODOT for this work.

Section 3. That the Commission Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance immediately upon execution.

Section 4. 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 5. 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 6. 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: May 23, 2022

ODOT AGREEMENT NO. \_\_\_\_\_  
City Consent Ordinance/Resolution No. \_\_\_\_\_

**AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF SANDUSKY, OHIO  
FOR CERTAIN ROADWAY MAINTENANCE AND/OR REPAIR**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of Sandusky, 240 Columbus Ave, Sandusky, Ohio 44870, hereinafter referred to as the “CITY” and shall be referred to singularly as “Party” and collectively as “Parties”.

WHEREAS, pursuant to Section 723.01 of the Ohio Revised Code, the CITY is responsible for the care, supervision, and control of the public highways within their municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code 5511.01 and 5521.01, the Director of the Ohio Department of Transportation may enter upon state highways within any municipal corporation to maintain, and repair them, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to perform maintenance and/or repair pursuant to the specifications of this Agreement on the state highways within its corporate limits, and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and CITY in an efficient manner that ODOT perform maintenance on portions of State Route 2 within the CITY.

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

**1. OBLIGATIONS OF ODOT**

- 1.1 ODOT will perform all routine maintenance as defined in section 3 of this Agreement on State Route 2 from the 3.79mm to 4.84mm (1.05 miles x 4 lanes) = 4.22 lane miles and the SR 2 Ramps at US 6 (west junction) 2.40 lanes miles for a total of 6.62 lane miles within the CITY’s corporate limits.

**2. OBLIGATIONS OF THE CITY**

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR 2 herein described for the purpose of performing certain maintenance and/or repair.

- 2.2 The CITY agrees to assume all future maintenance of the work provided by ODOT under this Agreement.

**3. MAINTENANCE**

- 3.1 Routine maintenance and repair shall include, but not be limited to pothole patching, crack sealing, pavement markings, lane striping, storm sewer cleaning, ditch operations, drainage repairs less than \$15,000.00 total cost, road, bridge, and shoulder sweeping, sign repair, overhead lighting maintenance and guardrail repair. In the performance of this maintenance and repair, neither Party shall not remove, change, alter or modify any of the other Party's structure without the other Party's prior written authorization.
- 3.2 Drainage repairs with a total cost of \$15,000.00 or more and all culvert replacements regardless of cost shall remain the responsibility of the Party with maintenance duties as defined by the Ohio Revised Code and other Ohio legal authority.
- 3.3 Routine maintenance does not include the issuance of permits, signal maintenance and culvert replacement.

**4. COMPENSATION**

- 4.1 The CITY shall pay ODOT the annual cost for the maintenance and repair performed by ODOT described in section 1 of this Agreement
- 4.2 ODOT shall submit a proper invoice to the CITY for the actual cost of the routine maintenance and repair performed on the lane miles based upon the ratio of lane miles of state highway segments maintained by ODOT for the CITY (6.62 lane miles) to the total lane miles maintained by ODOT in Erie County. ODOT shall submit said invoice on or about June 30 each year. The CITY shall pay all proper invoices submitted by ODOT within ninety (90) days of receipt.
- 4.3 This Agreement in no way alters how current and future capital projects are and will be funded.

**5. INSPECTIONS**

- 5.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system.

**6. TERM OF AGREEMENT**

- 6.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 6.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.

- 6.2 This Agreement may be terminated by either Party giving sixty (60) days written notice to the other party.

## **7. GENERAL PROVISIONS**

- 7.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either Party, either by statute or common law.
- 7.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 7.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
- 7.4 The State of Ohio and ODOT are self-insured.
- 7.5 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the activities described in this Agreement.
- 7.6 If either Party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching Party of that breach or default, the non-breaching Party may terminate this Agreement.
- 7.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other Party within ninety (90) days of discovery of such dispute. Within the notification, the disputing Party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The Parties agree that any dispute that cannot be resolved between the ODOT District Deputy Director and the CITY shall be resolved by the Director of ODOT.

This resolution does not in any way prohibit the CITY from pursuing any available legal action in a court of competent jurisdiction pursuant to subsection 6.3 of this Agreement.

- 7.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 7.9 In carrying out this Agreement the Parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 7.10 In no case shall the either Party's personnel be considered agents, servants, or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

**5. NOTICE**

- 5.1 Notices under this agreement shall be directed as follows:

City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

Ohio Department of Transportation  
District 03  
906 Clark Ave  
Ashland, OH 44805

**6. SIGNATURES**

- 6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 6.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)



The Parties have caused this agreement to be executed as of the day and year last written below.

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser, City Manager

Date: \_\_\_\_\_

STATE OF OHIO  
Department of Transportation

By: \_\_\_\_\_  
Jack Marchbanks, Director

Date: \_\_\_\_\_

EXHIBIT "A"

**For Use by ODOT Office of  
Chief Legal Counsel Only: ceg**

Date Reviewed: 5/11/2022

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GIVING CONSENT FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATION; AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OHIO DEPARTMENT OF TRANSPORTATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and

**WHEREAS**, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and

**WHEREAS**, the City of Sandusky consented to the maintenance of State Route 2 within the corporate limits of the City that may include but is not limited to snow plowing, drainage repair, guardrail and pavement patching and crack sealing by the Ohio Department of Transportation by Ordinance 8203-C, passed on March 27, 1978, and further agreed to annually pay the Ohio Department of Transportation for said services; and

**WHEREAS**, portions of State Highway Nos. State Route 2 and State Route 2 Ramps at US6 (west junction) lie within the City of Sandusky, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

**WHEREAS**, in September of 2018, ODOT proposed a new modification to the agreement whereby the City will perform snow and ice control on a section of S.R. 101 instead of the previous section location on Cleveland Road and the agreement was approved by City Commission on October 9, 2018, by Ordinance No. 18-191; and

**WHEREAS**, ODOT proposed to separate Snow Removal and Maintenance and/or Repair into two (2) separate agreements and the Snow Removal services is summarized as follows:

**Snow Removal:**

Since 2018, the City has accepted responsibility for snow and ice control of State Route 101 south of the City's corporation limits totaling 0.2 miles of two- and four-lane roadways, including the State Route 2 overpass. In turn, ODOT will perform snow and ice control for the portions of State Route 2 that are in the City limits.

**WHEREAS**, the agreement will commence on the date of the last signature on the agreement and shall expire on the last date of the current biennium unless terminated and may be renewed in writing for additional two (2) year terms; and

**WHEREAS**, approval to enter into an agreement with the Ohio Department of Transportation for maintenance and/or repair on State Route 2 is being requested in companion legislation; and

**WHEREAS**, this Ordinance is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions; and

**WHEREAS**, the work proposed to be authorized under this Ordinance shall be restricted to the removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets; 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 implement the changes immediately and to execute the agreement simultaneously with the maintenance and/or repair agreement; and

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

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

Section 1. This City Commission approves the form of the Agreement with the Ohio Department of Transportation for the removal and control of snow and ice on State Route 2 in the City of Sandusky, a copy of which is marked Exhibit "A", and attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance, and authorizes and directs the City Manager to sign the Agreement on behalf of the City.

Section 2. This City Commission hereby declares to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT and that the City reimburse ODOT for this work.

Section 3. That the Commission Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance immediately upon execution.

Section 4. 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 5. 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 6. 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: May 23, 2022

ODOT AGREEMENT NO. \_\_\_\_\_  
City Consent Ordinance/Resolution No. \_\_\_\_\_

**AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF SANDUSKY, OHIO  
FOR THE REMOVAL AND CONTROL OF SNOW AND ICE**

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the “ODOT” and the City of Sandusky, 240 Columbus Ave, Sandusky, Ohio 44870, hereinafter referred to as the “CITY” and shall be referred to singularly as “Party” and collectively as “Parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, the legislative authority of the CITY has granted its consent for the CITY to remove snow and ice and to use snow and ice control material on the state highways outside its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on State Route 2 and SR 2 and US 6 ramps within the CITY and that the CITY perform snow removal and ice control on State Route 101 outside the CITY.

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

**1. OBLIGATIONS OF ODOT**

- 1.1 ODOT will remove snow and ice and apply snow and ice control material on SR 2 from mile marker 3.79 to 4.84 (1.05 miles x 4 lanes) = 4.22 lane miles and on the SR 2 Ramps at US 6 (west junction) = 2.40 lanes miles for a total of 6.62 lane miles within the CITY’s corporate limits during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT’s responsibility. ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and

such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.

- 1.2 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section of SR101 herein described for the purposes of performing snow and ice removal and control operations.
- 1.3 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material.

## **2. OBLIGATIONS OF THE CITY**

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR 2 and the US 2 and US 6 west junction ramps herein described for the purposes of performing snow and ice removal and control operations.
- 2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.
- 2.3 The CITY shall perform snow and ice removal and use of snow and ice control material on SR101 from 6.0mm to 7.623mm, including 2 and 4 lane sections = 5.312 lane miles outside the CITY in accordance with Ohio Revised Code sections 4511.04 and 4513.18.

## **3. REIMBURSEMENT**

- 3.1 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed under this Agreement. It is agreed by both ODOT and the CITY that the work outlined in this Agreement will be performed at their sole cost and at no cost to the other Party.
- 3.2 This Agreement in no way alters how current and future capital projects are and will be funded.

## **4. INSPECTIONS**

- 4.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system during a snow and ice event.

## **5. TERM OF AGREEMENT**

- 5.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 5.2

of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.

- 5.2 This Agreement may be terminated by either Party giving sixty (60) days written notice to the other Party.

## **6. GENERAL PROVISIONS**

- 6.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either Party, either by statute or common law.
- 6.2 Either Party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the contract, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 6.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio pursuant to R.C. 5501.22.
- 6.4 The State of Ohio and ODOT are self-insured.
- 6.5 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act. Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of the other party or third parties for property loss or damage or personal injury or death arising out of and/or during the activities described in this Agreement.
- 6.6 If either Party breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by the non-breaching Party of that breach or default, the non-breaching Party may terminate this Agreement.
- 6.7 ODOT and CITY agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other Party within ninety (90) days of discovery of such dispute. Within the notification, the disputing Party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable

period of time. The Parties agree that any dispute that cannot be resolved between the ODOT District Deputy Director and the CITY shall be resolved by the Director of ODOT. This resolution does not in any way prohibit the CITY from pursuing any available legal action in a court of competent jurisdiction pursuant to subsection 6.3 of this Agreement.

- 6.8 Ohio Ethics Law: The CITY and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.
- 6.9 In carrying out this Agreement the Parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 6.10 In no case shall the either Party's personnel be considered agents, servants, or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

**7. NOTICE**

- 7.1 Notices under this agreement shall be directed as follows:

City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

Ohio Department of Transportation  
District 03  
906 Clark Ave  
Ashland, OH 44805

**8. SIGNATURES**

- 8.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.
- 8.2 Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party hereto shall be entitled to rely upon a facsimile or electronic signature of any other Party delivered in such a manner as if such signature were an original.

(the remainder of this page is intentionally left blank)



The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

CITY OF SANDUSKY

By: \_\_\_\_\_  
Eric Wobser, City Manager

Date: \_\_\_\_\_

STATE OF OHIO  
Department of Transportation

By: \_\_\_\_\_  
Jack Marchbanks, Director

Date: \_\_\_\_\_

**For Use by ODOT Office of  
Chief Legal Counsel Only: ceg**

Date Reviewed: 5/11/2022

EXHIBIT "A"



## PLANNING DEPARTMENT

### *Division of Transit*

222 Meigs Street  
Sandusky, Ohio 44870  
419.621.8462

**TO:** Eric Wobser, City Manager

**FROM:** James Stacey, Transit Administrator

**DATE:** May 13th, 2022

**SUBJECT:** **CY 2023 Sandusky Transit System 5311 Rural Transit Program Grant and 5339: Bus and Bus Facilities Grant Applications**

**ITEM FOR CONSIDERATION:** Request for legislation approving and ratifying applications submitted to the Ohio Department of Transportation (ODOT) for the CY 2023 Rural Transit Program Grant and Section 5339: Bus and Bus Facilities and upon approval for the City Manager to execute all grant or agreement as awarded.

**BACKGROUND INFORMATION:** The Rural Transit Program, as authorized by the Federal Transit Administration, 49, USC Section 5311 and the Section 5339: Bus and Bus Facilities, provides funds to assist with operating and capital expenses in the provision of general public transportation services in rural areas.

The Ohio Department of Transportation is the designated recipient of Federal Transit Administration funds and State General Revenue Funds. In the past, ODOT has annually allocated these funds to Rural Transit Program grantees to operate rural transit service. In order to receive these funds, Rural Transit Grantees are required to submit an application consisting of an operating budget, including local funds to match the federal funds allocated, basic system information, and certifications and assurances to meet federal compliance and state regulation requirements.

The City will apply for Federal 5311 Rural Transit Grant operating funds of \$3,000,000 along with State General Revenue Funds of \$500,000 and Capitalized Maintenance funds of \$400,000. These funds will be used for daily operation of the Sandusky Transit System.

In addition to the 5311 funding, the City is applying for \$23,000 in Federal 5339: Bus and Bus Facilities funds to renovate STS Mechanic's Garage with a state of the art LED Lighting system. The LED Lighting upgrade improve safety by producing sufficient lighting, and will reduce the overall operating costs by lowering the utilities cost per month. This technology upgrade is forecasted to pay for itself through a cost savings analysis, estimated at seven years.

### **BUDGET IMPACT:**

The 5311 Rural Transit Program funds comprise approximately 50% of STS's budget and without this funding the system would not be able to operate. The Rural Transit Program grant requires a 50% local match for operating funds and State general revenue funds. A 20% local match is required for the Capital Maintenance Funds. Local matching funds will be generated from multiple local sources; STS anticipates receiving \$190,000 in Fare Revenue, \$430,000 in contract revenue, \$50,000 in Capital Replacement Fund revenue, \$55,000 from Advertising, \$60,000 from fares paid by organizations;

\$15,000 in Elderly & Disabled Transit Fare Assistance Program Funds; and \$250,000 in City General Funds. The remaining balance to meet the required local match will be applied for within the 5311 Rural Grant Application as an ODOT Assistance Request.

The 5339: Bus and Bus Facilities grant will require \$4,580 of local match funding, all of which will be Transit Reserve Fund revenue.

**ACTION REQUESTED:** Legislation approving and ratifying the filing and of an application with the Ohio Department of Transportation for the CY 2023 Rural Transit Program Grant and Section 5339: Bus and Bus Facilities, and upon approval, for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to ratify the submission of the grant applications to the Ohio Department of Transportation which were submitted by the deadline of May 13, 2022.

James Stacey, Transit Administrator

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I concur with this recommendation:

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Eric Wobser  
City Manager

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Jonathan Holody ,  
Director of Planning

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE CY 2023 RURAL TRANSIT PROGRAM GRANT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Rural Transit Program, as authorized by the Federal Transit Administration, 49 USC Section 5311, provides funds to assist with operating and capital expenses in the provision of general public transportation services in rural and small urban areas; and

**WHEREAS**, the Ohio Department of Transportation (ODOT) administers Ohio's Rural Transit Program (49 USC Section 5311) on behalf of the Federal Transit Administration (FTA); and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the City and may require the City to provide the local share of the project costs; and

**WHEREAS**, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5311 the City give an assurance that it will comply with Title VI of the Civil rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

**WHEREAS**, the City will be applying for financial assistance approximately in the amounts of \$3,000,000.00 for Operating Funds, \$500,000.00 in State General Revenue Funds, and \$400,000.00 for Capitalized Maintenance Funds; and

**WHEREAS**, the Rural Transit Program Grant requires a 50% local match for operating funds and State general revenue funds and the Capitalized Maintenance Funds requires a 20% local match which will be generated from multiple local sources including fare revenue, contract revenue, Capital Replacement Funds, advertising revenue, fares paid by organizations, Elderly & Disabled Transit Fare Assistance Program Funds, and General Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application to the Ohio Department of Transportation for CY 2023 Rural Transit Program funds which was submitted by the deadline of May 13, 2022; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

**PAGE 2 - RESOLUTION NO. \_\_\_\_\_**

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

Section 1. This City Commission hereby approves and ratifies the submission of a grant application on behalf of the City of Sandusky to the Ohio Department of Transportation for the CY 2023 Rural Transit Program to aid in the financing of operating projects pursuant to 49 USC Section 5311 and the Ohio Public Transportation Grant Program for the Sandusky Transit System and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application proposals to aid in the financing of capital and operating assistance projects and any assurances or any other documentation required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration and to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

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

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

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its

adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AND RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION THROUGH THE US DOT FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE CY 2023 BUS AND BUS FACILITIES PROGRAM GRANT FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Bus and Bus Facilities Grant Program, as authorized by the Federal Transit Administration, 49 USC Section 5339, makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities; and

**WHEREAS**, the Ohio Department of Transportation (ODOT) administers Ohio's Buses and Bus Facilities Program (49 USC Section 5339) on behalf of the Federal Transit Administration (FTA); and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the City and may require the City to provide the local share of the project costs; and

**WHEREAS**, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under 49 USC Section 5339 the City give an assurance that it will comply with Title VI of the Civil rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

**WHEREAS**, the City will be applying for financial assistance in the approximate amount of \$23,000.00 for renovation of the mechanic's garage with a state-of-the-art LED lighting system; and

**WHEREAS**, if awarded, the required local matching funds of \$4,580.00 (20%) will be paid with Transit Reserve Funds; and

**WHEREAS**, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to ratify the submission of the grant application to the Ohio Department of Transportation for CY 2023 Bus and Bus Facilities Program Grant funds which was submitted by the deadline of May 13, 2022; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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



Section 1. This City Commission hereby approves and ratifies the submission of a grant application on behalf of the City of Sandusky to the Ohio Department of Transportation for the Bus and Bus Facilities Program to aid in the financing of the transit mechanic's garage pursuant to 49 USC. Section 5339 and the Ohio Public Transportation Grant Program for the Sandusky Transit System and to execute any contracts or agreements on behalf of the City and lawfully expend funds consistent with the application should they be awarded.

Section 2. The City Manager is authorized to execute and file with the City's application proposals to aid in the financing of capital and operating assistance projects and any assurances or any other documentation required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

Section 3. The City Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's applications submitted to the Federal Transit Administration and to set forth and execute affirmative disadvantaged business policies in connection to any procurement made as part of the project.

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

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

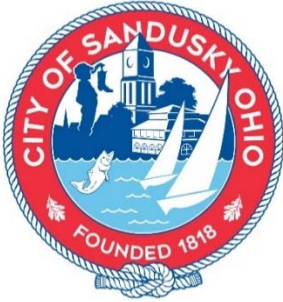
Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City

Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## COMMUNITY DEVELOPMENT DEPARTMENT

### *Division of Transit*

240 Columbus Ave.  
Sandusky, Ohio 44870  
419.621.8462

**TO:** Eric Wobser, City Manager

**FROM:** James A Stacey III, Transit Administrator

**DATE:** May 13, 2022

**SUBJECT:** Professional Services Agreement with AECOM for a Facility Needs and Planning Study of the Sandusky Transit System and Amtrak Station

**ITEM FOR CONSIDERATION:** Legislation for approval to enter into a professional services agreement with AECOM, a planning and civil engineering firm with offices in Cleveland, Ohio and Southfield, Michigan to conduct a Facility Needs and Planning Study for the City of Sandusky's future transit, intercity bus and Amtrak facility.

**BACKGROUND INFORMATION:** The City of Sandusky seeks to document current conditions, future needs and preferred alternatives for intermodal facilities that combine Sandusky Transit System, Greyhound/ Intercity Bus and Amtrak Services. The Facility Needs and Planning Study will investigate the potential for re-utilizing the current facility on Depot Street or developing a facility at a new site within the City of Sandusky.

AECOM Technical Services, Inc. (AECOM) was the top ranked engineering, planning and design firm to perform the Sandusky Intermodal Transit Station Planning Study project based on the 2022 Annual Request for Statements of Qualifications process. AECOM has the professional expertise and technical ability to perform the required tasks and has extensive experience conducting similar planning studies. A final Scope of Services (SOS), dated April 13, 2022, is attached to the legislation as Exhibit "A".

The analysis study will be completed in four phases. **Phase 1** will assemble and summarize existing data on the current facility characteristics including site structures and amenities, operational configuration and issues/ challenges and infrastructural conditions affecting the site. **Phase 2** will conduct interviews with key stakeholders involved in day to day usage of the facility to identify the current and future needs for passenger and operating space. The AECOM team anticipates conducting one on one interviews with City of Sandusky, Amtrak, Greyhound and First

transit to explore current operational needs and deficiencies, as well as future plans that may lead to additional needs. **Phase 3** will consider off site alternatives where the AECOM team will conduct ‘test fits’ of the recommended program on the current location and up to two other alternative site locations within the City of Sandusky. Sites will then be compared based on how well they conform to the needs of the program as well as the potential cost and implementation considerations that may present at new sites. Up to two recommended options will be selected and presented to the City of Sandusky and key stakeholders. During **Phase 4** AECOM will document in a memorandum the current conditions, future facility needs and recommended future plans. For the recommended project, the AECOM team will develop an itemized range of capital costs and proposed project timeline for implementation of findings.

The study will take approximately 90 days to complete.

Results of the Facility Needs and Planning Study will be incorporated into the Sandusky Transit Five-year Strategic Development Plan that is currently underway. Results of the study will also be used to obtain funding and guide future capital improvements by the City.

**BUDGET IMPACT:** The cost of the Facility Needs and Planning Study shall not exceed \$49,500. Upon approval from City Commission, the study will be funded with \$30,000 of secured grant funding by The Erie Community Foundation and \$19,500 of secured grant funding from the Community Development Block Grant.

**ACTION REQUESTED:** It is requested that City Commission approve legislation to authorize the City Manager to enter into a professional services agreement with AECOM of Southfield, Michigan, for a Facility Needs and Planning Study for the Sandusky Transit System and Amtrak Station in an amount not to exceed \$49,500 and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order for the study to immediately begin and to develop a multimodal transportation hub in Sandusky and improve the ease of access to Sandusky for business, tourism and resident travel at the earliest opportunity.

James A Stacey III, Transit Administrator

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I concur with this recommendation:

Eric Wobser, City Manager

Jonathan Holody,

Director of Community Development

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

## CERTIFICATE OF FUNDS

In the Matter of: Facility & Transit Planning Study

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, 110-4070-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/18/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AECOM OF SOUTHFIELD, MICHIGAN, FOR A FACILITY NEEDS AND PLANNING STUDY FOR THE SANDUSKY TRANSIT SYSTEM AND AMTRAK STATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City desires to document current conditions, future needs and preferred alternatives for intermodal facilities that combine the Sandusky Transit System, Greyhound / intercity bus and Amtrak services and investigate the potential for re-utilizing the current facility on Depot Street or developing a facility at a new site within the City; and

**WHEREAS**, AECOM will be providing professional services for the preparation of a Facility Needs and Planning Study for the Sandusky Transit System and Amtrak Station facility and includes services to Summarizing Existing Conditions, Assessment of Facility Needs & Program Development, Consideration of Site Alternatives, and Recommendations & Project Profile and these services are more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, AECOM was selected as the top-ranked firm for the Facility Needs and Planning Study for the Sandusky Transit System and Amtrak Station facility through the 2022 Annual Request for Statements of Qualifications (SOQ) for Services process based on the firm's professional expertise and technical ability necessary to complete the required tasks and has extensive experience conducting similar planning studies; and

**WHEREAS**, the cost of the professional services is \$49,500.00 and will be paid with funds donated by the Erie Community Foundation in the amount of \$30,000.00 and the remaining funds of \$19,500.00 will be paid with 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 for the study to immediately begin and to develop a multimodal transportation hub in Sandusky and improve the ease of access to Sandusky for business, tourism and resident travel at the earliest opportunity; and

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

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

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



Professional Services Agreement with AECOM of Southfield, Michigan, for a Facility Needs and Planning Study for the Sandusky Transit System and Amtrak Station, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** Forty Nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022

AGREEMENT  
FOR  
PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made as of \_\_\_\_\_, 2022, by and between the City of Sandusky (the “City”), whose contact person shall be the Director of Community Development designated below or successor, and AECOM Technical Services, Inc. (the “Architect/Engineer”), whose contact person and address are set forth below.

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

Project Name: Sandusky Transit System and Amtrak Station  
Planning Study

Director of Community Development: Jonathan Holody  
Address: City of Sandusky  
240 Columbus Ave  
Sandusky, Ohio 44870

Architect/Engineer: AECOM Technical Services, Inc.  
Contact: Jeromie Winsor  
Address: 27777 Franklin Road  
Southfield, MI 48034

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

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

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

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

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT/ENGINEER**

**1.1. Architect/Engineer’s Services**

1.1.1. Scope of Services; Applicable Law. The Architect/Engineer shall provide professional services, including, without limitation, services customarily furnished in accordance with generally-accepted architectural or engineering services, for the Project in accordance with the terms of this Agreement. The Architect/Engineer shall provide such services in accordance with the applicable Sections of the Ohio Revised Code and any applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules and regulations and the Contract Documents.

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

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

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

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

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

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

### **2.1. General**

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

## **ARTICLE 3. ADDITIONAL SERVICES**

### **3.1. General**

3.1.1. Any services related to the Project not included in Basic Services are Additional Services. Additional Services shall be provided only if requested by the City in writing. Additional Services shall be paid for as provided in this Agreement in addition to the compensation for Basic Services; provided, however, the Architect/Engineer shall not be compensated for any of the following services

made necessary by the act or omission of the Architect/Engineer or any Consultant. Unless waived by the City in writing, authorization to provide Additional Services must be obtained prior to providing the Additional Services.

#### **ARTICLE 4. RESPONSIBILITIES OF THE CITY**

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

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

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

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

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

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

#### **ARTICLE 5. COMPENSATION**

##### **5.1. Direct Personnel Expense**

**5.1.1. Definition.** Direct Personnel Expense shall mean the portion of direct salaries and wages of all personnel of the Architect/Engineer or any Consultants, as applicable, including professional, technical, management, administrative and clerical employees, and principals engaged on the Project related to their time devoted to the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, social security contributions, insurance, sick leave, holidays, vacations, pension and profit sharing pursuant to plans qualified under federal law and similar benefits related to their time devoted to the Project. Direct Personnel Expense shall not include any bonus or similar plan or arrangement related to the Architect/Engineer's performance on, or profit from, the Project.

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

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

## **5.2. Reimbursable Expenses**

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

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

## **5.3. Basis of Compensation**

5.3.1. Basic Fee. For Basic Services provided by the Architect/Engineer and all Consultants, the City shall pay the Architect/Engineer a Basic Fee in accordance with Paragraph 5.4 hereof in the amount of \$49,500.00. A change in the Basic Fee may be made only by an amendment in accordance with Subparagraph 9.5.2.

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

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

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

#### **5.4. Method and Terms of Payment**

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

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

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

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

### **ARTICLE 6. INSURANCE AND INDEMNIFICATION**

#### **6.1. Insurance**

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

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



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

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

## **6.2. Indemnification**

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

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

## ARTICLE 7. DISPUTE RESOLUTION PROVISIONS

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

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

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

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

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

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

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

## ARTICLE 8. TERMINATION AND REMEDIES

## **8.1. Termination of Agreement**

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

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

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

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

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

## **8.2. Remedies**

8.2.1. Cumulative Remedies. No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided at law or in equity. Each and every remedy of

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

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

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1. Ownership and Use of Documents**

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

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

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

9.3. Records. The records of all of the Architect/Engineer's Direct Personnel Costs, Reimbursable Expenses and payments to Consultants pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City at all times and shall be maintained for seven (7) years after final acceptance of the Project by the City. All other records kept by the Architect/Engineer related to the Project shall be available to the City at all times and shall be maintained for six (6) years after final acceptance of the Project by the City. Records related

to any claim or dispute shall be retained for any longer period necessary to finally resolve the claim or dispute.

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

**9.5. Extent of Agreement**

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

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

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

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

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

**9.6. Governing Law**

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

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

**9.7. Notices**

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

9.7.2. Facsimiles. For convenience of communication only, notices, certificates, requests, or other communications hereunder of fewer than ten (10) pages, except requests for payment, may be sent by facsimile transmission to the City at (419) 627-5933 and to the Architect/Engineer at \_\_\_\_\_. Notices, certificates, requests, or other communications sent by facsimile transmission shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph

9.7.1. Requests for payment may be sent to the City by facsimile transmission only upon specific direction from the City.

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

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

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

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

EXHIBIT "1"

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

Firm Name

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANDUSKY, OHIO

By: \_\_\_\_\_

Eric L. Wobser  
City Manager

APPROVAL:

EXHIBIT "1"

The legal form and correctness of the within instrument is hereby approved.

\_\_\_\_\_  
Brendan Heil  
Law Director



## CERTIFICATE OF FUNDS

In the matter of: \_\_\_\_\_

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

Dated: \_\_\_\_\_, 2022

CITY OF SANDUSKY, OHIO

EXHIBIT "1"

By: \_\_\_\_\_

Michelle Reeder, CPA  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Not to Exceed Amount

April 13, 2022

Jonathan Holody  
Director, Department of Community  
Development  
City of Sandusky  
240 Columbus Avenue  
Sandusky, OH 44870

Dear Mr. Holody,

As requested, please find below a proposed scope and fee for preparation of a Facility Needs and Planning Study for the City of Sandusky's future transit, intercity bus and Amtrak station facility.

- The proposed scope of services are presented in Attachment A. The proposed assignment can be accomplished within three months from the date of the initial kick-off meeting.
- All interim deliverables will be developed and shared in a slide show format. The final memorandum documenting the outcomes and recommendations of the Study will be in a traditional narrative memorandum format.
- The proposed fee for services is shared here as Attachment B. A more detailed summary of costs by staff or by hour can be shared upon request. The budget does include time and expenses (charged at-cost with no multiplier) for one site visit by up to two AECOM staff at the outset of the work effort.

We look forward to this opportunity to work together.

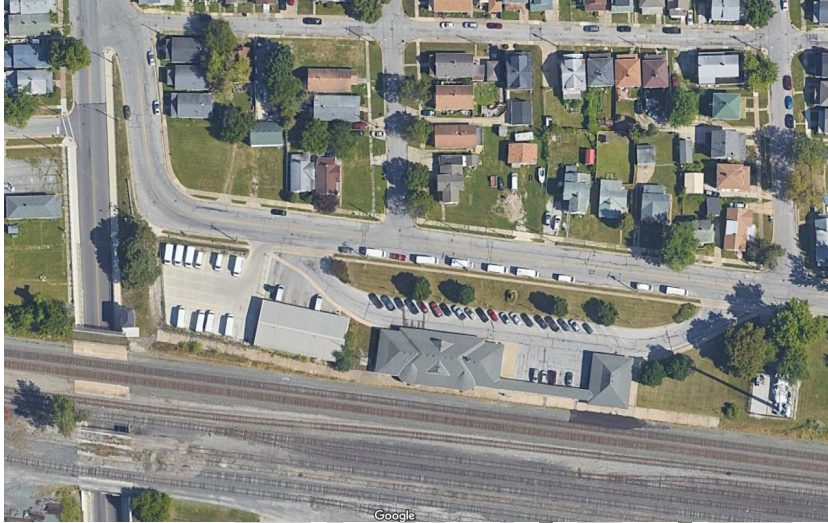
Thank you,



Jeromie Winsor  
Senior Transportation Planner  
AECOM

## **ATTACHMENT A: Scope of Work**

The City of Sandusky is seeking to understand future needs and a plan for its intermodal facilities that combine Sandusky Transit, Greyhound/Intercity Bus, and Amtrak services. Currently, each of these modes operate from a shared facility on Depot Street on the south side of Sandusky. The Facility Needs and Planning Study (the “Study”) will investigate the potential for re-utilizing this facility, or of locating at a new site within the City of Sandusky.



*Figure: Current Sandusky Amtrak/Greyhound Facility*

### **Project Management**

AECOM will manage the work through proactive and regular communications with the project manager from the City of Sandusky. This is expected to start with a Project Kick-Off meeting at the City of Sandusky where the overall project schedule, tasks and data needs will be defined and discussed. This meeting will be attended by two members of the AECOM Team, who will also conduct a visit to the current station site and any new sites that have previously been identified by the City.

Ongoing elements of the project management program for this work are expected to include recurring project management calls (likely every other week) to review project progress and upcoming tasks. In addition, AECOM will submit monthly status reports, accompanied by an invoice for the corresponding time period. Jeromie Winsor, Senior Transportation Planner, will be the primary point of contact for this Study.

### **Task 1: Existing Conditions Summary**

The AECOM Team will assemble and summarize existing data on the current facility characteristics, including:

- Site structures and amenities
- Operational configuration and issues/challenges
- Infrastructure conditions
- Service and passenger activity by mode
- Relevant results from any customer surveys (if available)
- Current and future plans affecting the site

During this up-front analysis, the AECOM Team will also work with the City of Sandusky to understand the surrounding land use context and potential other site options for a future facility based on currently publicly-owned or underutilized parcels along the rail corridor through Sandusky.

*Deliverable: Existing Conditions Summary (slides)*

## **Task 2: Assessment of Facility Needs & Program Development**

The AECOM Team will conduct interviews with key stakeholders involved in the day-to-day usage of the facility to identify the current and future needs for passenger and operating space. It is expected that one one-on-one interviews will be conducted virtually with stakeholders including:

- City of Sandusky
- Amtrak
- Greyhound / Intercity Bus Operators
- Sandusky Transit

The interviews will be expected to explore current operational needs and deficiencies, as well as future plans that may lead to additional needs in the near future. AECOM will utilize key themes of the interviews and existing conditions summary to develop a set of goals for the future facility.

Building from the input from these key stakeholders, the AECOM Team will also develop a proposed facility program that translates operational and passenger needs into a program of amenities and space needs. To assist in the prioritization of potential sites, elements of the program will be noted as required, preferred or potential items.

*Deliverable: Facility Needs & Program Summary (slides)*

## **Task 3: Consideration of Site Alternatives**

The AECOM Team will conduct “test fits” of the recommended program on the current and up to two other site locations within the City of Sandusky. AECOM will develop site plan diagrams that show how elements of the preferred program could be arranged on each of the potential sites. Sites will then be compared based on how well they conform to the needs of the program as well as the potential cost and implementation considerations that may be present at new sites. The AECOM Team will present the results of the analysis to the City of Sandusky and any other key stakeholders as identified by the City. Up to two recommended options will be selected for recommendation from the Study.

*Deliverable: Site Alternatives Analysis (slides)*

## **Task 4: Recommendations & Project Profile**

The preceding work will be documented in a memorandum that lays out the current conditions, future facility needs, and recommended future plan(s). For the recommended project, the AECOM Team will develop an itemized range of capital costs and proposed project timeline.

In addition to a memorandum summarizing the Study and its results, AECOM will develop a two-page “project profile” that summarizes the project needs and goals; recommended options; and likely range of costs for potential use in future funding applications.

*Deliverable: Study Recommendations Memorandum, Project Profile*

**ATTACHMENT B: Proposed Fee**

<b>Task #</b>	<b>Task</b>	<b>Fee</b>
0	Project Management	\$4,000
1	Existing Conditions Summary	\$8,500
2	Assessment of Facility Needs & Program Development	\$11,500
3	Consideration of Site Alternatives	\$13,000
4	Recommendations & Project Profile	\$12,000
Direct Expenses (rental, fuel, meals for one site visit)		\$500
<b>Total Fee</b>		<b>\$49,500</b>

EXHIBIT "A"



## ADMINISTRATIVE SERVICES

240 Columbus Ave  
Sandusky, Ohio 44870

To: Eric Wobser, City Manager

From: Cody Browning, IT Manager

Date: May 12<sup>th</sup>, 2022

Subject: **Commission Agenda Item – Dell Consolidated Purchase**

**ITEM FOR CONSIDERATION:** Requesting legislation authorizing the City of Sandusky to expend funds for the purchase of 15 new workstations, 8 laptops with 3 docks, 2 peripherals, and 1 wireless keyboard with mouse, from Dell Computer Inc. of Round Rock, TX, through the State of Ohio Department of Administrative Services Cooperative Purchasing Program (Contract# 534109)

**BACKGROUND INFORMATION:**

We currently budget to replace each workstation/laptop every four years. The hardware covered in this communication are the pieces that are scheduled to be replaced this year.

**PROPOSED SOLUTIONS:**

With the help of our departments, we have pooled our buying power and saved close to 56.18% totaling around \$52,665 on this order. This allows us to make the most of our savings with Dell, and by standardizing our hardware it is enabling smoother support and higher productivity by increased uptime.

**BUDGETARY INFORMATION:** The cost of the project is \$41,071.91 and will be expensed from the General Fund in the amount of \$15,105.06, from the Water Fund in the amount of \$5,887.82, from the Sewer Fund in the amount of \$13,203.48, from the Special Assessment Fund in the amount of 1,177.27, from the Parks and Recreation Fund in the amount of \$3,894.92, and from the Streets Fund in the amount of \$1,803.36.

**ACTION REQUESTED:** Requesting legislation authorizing the City of Sandusky to expend funds for the consolidated purchase of computer equipment from Dell Computer Inc. of Round Rock, TX. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to expedite the order, so the City can begin using these devices at the earliest opportunity and ensure we receive the time sensitive savings offered.

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Cody Browning  
IT Manager

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Eric Wobser  
City Manager

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



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000118337159.1</b>	<b>Sales Rep</b>	Derek Amos
<b>Total</b>	<b>\$41,071.91</b>	<b>Phone</b>	(800) 456-3355, 6179211
Customer #	8434015	<b>Email</b>	Derek_Amos@Dell.com
Quoted On	Apr. 25, 2022	<b>Billing To</b>	PAYABLE ACCOUNTS
Expires by	May. 25, 2022		CITY OF SANDUSKY
Contract Name	State of Ohio Computer Hardware, Software, and IT Services		CITY OF SANDUSKY
Contract Code	C000000181015		222 MEIGS ST
Customer Agreement #	STS033-534109		SANDUSKY, OH 44870-2835
Solution ID	.		
Deal ID	22640653		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,  
Derek Amos

### Shipping Group

Shipping To	Shipping Method
DONALD RUMBUTIS CITY OF SANDUSKY 240 COLUMBUS AVE SANDUSKY OH SANDUSKY, OH 44870 (419) 627-5901	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5420	\$1,203.01	4	\$4,812.04
Dell Latitude 5430 Rugged	\$1,964.16	4	\$7,856.64
Dell Latitude 7220	\$1,922.70	3	\$5,768.10
Dell Thunderbolt Dock- WD19TBS	\$293.61	4	\$1,174.44



Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	\$270.49	6	\$1,622.94
OptiPlex 5000 Micro	\$901.68	19	\$17,131.92
OptiPlex 5000 Small Form Factor	\$1,478.35	1	\$1,478.35
OptiPlex 5000 Small Form Factor	\$1,177.27	1	\$1,177.27
Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W	\$50.21	1	\$50.21

---

Subtotal:	\$41,071.91
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$41,071.91
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$41,071.91
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## Shipping Group Details

### Shipping To

DONALD RUMBUTIS  
CITY OF SANDUSKY  
240 COLUMBUS AVE SANDUSKY OH  
SANDUSKY, OH 44870  
(419) 627-5901

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Dell Latitude 5420</b>	<b>4</b>	<b>\$4,812.04</b>

Estimated delivery if purchased today:

May. 02, 2022

Contract # C000000181015

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5420 BTX Base	210-AXVO	-	4	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHI	-	4	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
I7-1185G7 Vpro, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXRW	-	4	-
Intel vPro Active Management Technology (for vPro CPU, vPro Capable)	631-ACTO	-	4	-
16GB,1x16GB, DDR4 Non-ECC	370-AFVP	-	4	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUR	-	4	-
LCD back cover for Latitude 5420 WLAN Only	320-BECV	-	4	-
FHD IR Camera Bezel with Mic (ExpressSign-In/Mic)	325-BDYZ	-	4	-
14" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPR	-	4	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	4	-
Intel AX201 WLAN Driver	555-BGJD	-	4	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.2	555-BGGT	-	4	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	4	-
65W Type-C EPEAT Adapter	492-BCXP	-	4	-
Palmrest, NFC, Fingerprint Reader, Contacted & Contactless SmartCard Reader, Thunderbolt 4	346-BGVL	-	4	-
E4 Power Cord 1M for US	537-BBBL	-	4	-
Quick start guide for Win 10, Ubuntu	340-CTZO	-	4	-
ENERGY STAR Qualified	387-BBPC	-	4	-
Fixed Hardware Configuration	998-FFZD	-	4	-
SupportAssist	525-BBCL	-	4	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	4	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	4	-
Waves Maxx Audio	658-BBRB	-	4	-
Dell Power Manager	658-BDVK	-	4	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	4	-

Dell Optimizer	658-BEQP	-	4	-
Windows PKID Label	658-BFDQ	-	4	-
Packaging BTS 65W Adapter + TGL CPU	340-CUCR	-	4	-
11th Gen Intel Core i7 vPro label	340-CTSW	-	4	-
Latitude 5420 Bottom Door	321-BGBE	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Dell Limited Hardware Warranty	997-8317	-	4	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-8392	-	4	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-8393	-	4	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-8394	-	4	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-8395	-	4	-

			<b>Quantity</b>	<b>Subtotal</b>
		<b>\$1,964.16</b>	<b>4</b>	<b>\$7,856.64</b>

### Dell Latitude 5430 Rugged

Estimated delivery if purchased today:

Jun. 10, 2022

Contract # C000000181015

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 Rugged	210-BCFW	-	4	-
Intel Core Processor i5-1135G7, (QC, 2.4 to 3.8 GHz, 28W, non-vPro)	379-BERT	-	4	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	4	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	4	-
Intel® Core™ non-vPro i5-1135G7 with Iris Xe Graphics	338-CCRK	-	4	-
ME Lockout MOD - Manageability	631-ADED	-	4	-
16GB, 2x8GB, 3200 MHz DDR4 Non-ECC	370-AGTH	-	4	-
256GB M.2 PCIe NVMe Class 35 Solid State Drive	400-BMSB	-	4	-
14" Non-touch 400 nits WVA FHD (1920 x 1080) 100% sRGB Anti-Glare	391-BGGF	-	4	-
English US RGB Backlit Sealed Internal keyboard	583-BILF	-	4	-
Intel AX210 WLAN Driver	555-BHCC	-	4	-
Intel AX210 Wireless Card with Bluetooth	555-BHCH	-	4	-
Hot surface warning label	389-ECGC	-	4	-
Primary 3 Cell 53.5 Whr ExpressCharge Capable Battery	451-BCWC	-	4	-
65W Type-C EPEAT Adapter	492-BCXP	-	4	-
No Fingerprint, no Smartcard reader	346-BHQQ	-	4	-
E4 Power Cord 1M for US	537-BBBL	-	4	-
Setup and Features Guide	340-CXCE	-	4	-
Dummy Airbay Cover	325-BEIV	-	4	-
ENERGY STAR Qualified	387-BBPC	-	4	-

Custom Configuration	817-BBBB	-	4	-
Dell Applications for Windows 10	658-BFIO	-	4	-
Shuttle Ship, Notebook, 5430 Rugged	340-CXHM	-	4	-
Microphone + RGB HD camera; Non-touch; WLAN-antenna only (NO Pogo/NO vehicle dock/NO RF passthrough)	319-BBHW	-	4	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	4	-
No Option Included	340-ACQQ	-	4	-
Additional USB-A rear port	590-TFHR	-	4	-
Additional TBT/Type-C port	325-BEJZ	-	4	-
Rigid handle	750-ADPK	-	4	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	808-6796	-	4	-
ProSupport Plus: Next Business Day Onsite, 3 Years	808-6797	-	4	-
Dell Limited Hardware Warranty Initial Year	808-6805	-	4	-
ProSupport Plus: Accidental Damage Service, 5 Years	808-6826	-	4	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	808-6827	-	4	-
ProSupport Plus: 7X24 Technical Support, 5 Years	808-6845	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866-516-3115	997-8367	-	4	-

			<b>Quantity</b>	<b>Subtotal</b>
		<b>\$1,922.70</b>	<b>3</b>	<b>\$5,768.10</b>

#### Dell Latitude 7220

Estimated delivery if purchased today:

Jul. 06, 2022

Contract # C000000181015

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 7220 Rugged, CTO	210-ATEF	-	3	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)	379-BDQV	-	3	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	3	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	3	-
Intel Core i5-8365U with u-blox NEO-M8 GPS card 16GB Memory	338-BTPU	-	3	-
No Out-of-Band Systems Management - vPro Disabled	631-ACHF	-	3	-
16GB 2133MHz LPDDR3 Memory	370-AFDB	-	3	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BNOD	-	3	-
11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, AG/AS/AP, Glove-Capable Touchscreen	391-BEVG	-	3	-
Keyboard Cover with Kickstand	580-AGLS	-	3	-
Intel Wi-Fi 9560 Driver with Bluetooth	555-BFIU	-	3	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2	555-BFJV	-	3	-
No Mobile Broadband Card	362-BBBB	-	3	-
2-cell 34Wh) Lithium Ion Primary Battery	451-BCCD	-	3	-
45 Watt AC Adapter	450-AEHK	-	3	-
No Security Software	650-AAJS	-	3	-

No Media	620-AAOH	-	3	-
E4 Power Cord 1M for US	537-BBBL	-	3	-
Latitude Rugged 7220 Getting Started Guide	340-COCF	-	3	-
2-cell (34Wh) Lithium Ion Secondary Battery	451-BCCM	-	3	-
Custom Configuration	817-BBBB	-	3	-
System Regulatory Label	389-DRXP	-	3	-
Regulatory Label (WLAN)	389-DRXQ	-	3	-
Windows 10 Additional Software	658-BEPO	-	3	-
Shipping Material, Shuttle	340-AQMD	-	3	-
System Shipment, Latitude 72x2	340-AQME	-	3	-
Directship Info Mod	340-CKTD	-	3	-
No Option Included	340-ACQQ	-	3	-
ENERGY STAR Qualified	387-BBNJ	-	3	-
5 MP HD IR webcam /8 MP rear camera with Flash and Dual Microphone	319-BBHH	-	3	-
WLAN Chassis No NFC	321-BEZF	-	3	-
Connector for I/O Expansion	750-ABNN	-	3	-
Mini Serial Port	325-BDNX	-	3	-
Hazardous Locations Certification	340-CNKH	-	3	-
No Security	461-AAHD	-	3	-
ProSupport: Next Business Day Onsite, 2 Year Extended	804-0499	-	3	-
ProSupport: Next Business Day Onsite, 3 Years	804-0500	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	3	-
Dell Limited Hardware Warranty Initial Year	997-6988	-	3	-
ProSupport: 7x24 Technical Support, 5 Years	997-6999	-	3	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Thunderbolt Dock- WD19TBS</b>		<b>\$293.61</b>	<b>4</b>	<b>\$1,174.44</b>

Estimated delivery if purchased today:  
Jun. 10, 2022  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Thunderbolt Dock- WD19TBS	210-AZBI	-	4	-
Advanced Exchange Service, 5 Years	824-3987	-	4	-
Dell Limited Hardware Warranty	824-3993	-	4	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")</b>		<b>\$270.49</b>	<b>6</b>	<b>\$1,622.94</b>

Estimated delivery if purchased today:  
Jun. 21, 2022  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	210-AYYV	-	6	-
Dell Limited Hardware Warranty	814-5380	-	6	-

Advanced Exchange Service, 3 Years	814-5381	-	6	-
			<b>Quantity</b>	<b>Subtotal</b>
<b>OptiPlex 5000 Micro</b>		<b>\$901.68</b>	<b>19</b>	<b>\$17,131.92</b>

Estimated delivery if purchased today:  
Jun. 30, 2022  
Contract # C000000181015  
Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Micro XCTO	210-BCRG	-	19	-
12th Generation Intel Core i5-12500T (6 Cores/18MB/12T/2.0GHz to 4.4GHz/35W)	338-CCYD	-	19	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	19	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	19	-
VMware Carbon Black Cloud Endpoint Standard NGAV, B-EDR, w/Dell ProSupport for Software 1 Year	528-CHEC	-	19	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	19	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	19	-
Thermal Pad for Micro	412-AAZO	-	19	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	19	-
No Additional Hard Drive	401-AANH	-	19	-
OptiPlex 5000 Micro	329-BGMI	-	19	-
90 Watt A/C Adapter	450-ALFO	-	19	-
US Power Cord	450-AAZN	-	19	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	19	-
Internal Antenna	555-BHDV	-	19	-
Wireless Driver, Intel AX211	555-BHJJ	-	19	-
Optional HDMI 2.0b Video Port	382-BBFI	-	19	-
SupportAssist	525-BBCL	-	19	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	19	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	19	-
Waves Maxx Audio	658-BBRB	-	19	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	19	-
Dell Optimizer	658-BEQP	-	19	-
Windows PKID Label	658-BFDQ	-	19	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	19	-
ENERGY STAR Qualified	387-BBLW	-	19	-
Dell Watchdog Timer	379-BESJ	-	19	-
Quick Start Guide	340-CYEU	-	19	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	19	-
Shipping Material	340-CQYN	-	19	-
Shipping Label	389-BBUU	-	19	-
Regulatory Label for OptiPlex 5000 Micro 90W	389-ECPO	-	19	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	19	-

Desktop BTO Standard shipment	800-BBIO	-	19	-
Dell KB216 Wired Keyboard English	580-ADJC	-	19	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	19	-
No Cable Cover	325-BCZQ	-	19	-
No Additional Cable	379-BBCY	-	19	-
Custom Configuration	817-BBBB	-	19	-
Internal Speaker	520-AAVE	-	19	-
No Option Included	340-ACQQ	-	19	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	19	-
Intel vPro Essentials	631-ADES	-	19	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	19	-
ProSupport: 7x24 Technical Support, 5 Years	804-9052	-	19	-
ProSupport: Next Business Day Onsite 5 Years	804-9072	-	19	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	19	-
Client ProSupport Asset Label without Company Name	365-0530	-	19	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	19	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>OptiPlex 5000 Small Form Factor</b>		<b>\$1,478.35</b>	<b>1</b>	<b>\$1,478.35</b>

Estimated delivery if purchased today:

Jul. 12, 2022

Contract # C000000181015

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Small Form Factor	210-BCRK	-	1	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
32GB (1x32GB) DDR4 Non-ECC Memory	370-AFLY	-	1	-
M.2 2280 1TB PCIe NVMe Class 40 Solid State Drive	400-BMWE	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHFK	-	1	-
260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMK	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
DVD+/-RW Bezel	325-BDSH	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Media Card Reader	379-BBHM	-	1	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	1	-
Internal Antenna	555-BHDX	-	1	-

Wireless Driver, Intel AX211	555-BHJJ	-	1	-
Chassis Intrusion Switch	461-AAIY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
Optional HDMI 2.0b Video Port	382-BBFI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BESJ	-	1	-
Quick Start Guide	340-CYET	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYR	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 5000 SFF 260W/300W	389-ECPJ	-	1	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Intel Core i7 vPro Essentials Processor Label	340-CYUP	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Laser Wired Mouse - MS3220 Black	570-ABGR	-	1	-
No Cable Cover	325-BCZQ	-	1	-
No Additional Cable	379-BBCY	-	1	-
Custom Configuration	817-BBBB	-	1	-
Internal Speaker	520-AARD	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Intel vPro Essentials	631-ADES	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
ProSupport: 7x24 Technical Support, 5 Years	804-9052	-	1	-
ProSupport: Next Business Day Onsite 5 Years	804-9072	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	989-3449	-	1	-
Client ProSupport Asset Label with Company Name	365-0531	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>OptiPlex 5000 Small Form Factor</b>	<b>\$1,177.27</b>	<b>1</b>		<b>\$1,177.27</b>
Estimated delivery if purchased today:				
Jul. 12, 2022				
Contract # C000000181015				
Customer Agreement # STS033-534109				



Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Small Form Factor	210-BCRK	-	1	-
12th Generation Intel Core i7-12700 (12 Cores/25MB/20T/2.1GHz to 4.9GHz/65W)	338-CCYP	-	1	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1X16GB) DDR4 Non-ECC Memory	370-AGIY	-	1	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	1	-
M.2 22x30 Thermal Pad	412-AAQT	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHFK	-	1	-
260 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMK	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
DVD+/-RW Bezel	325-BDSH	-	1	-
8x DVD+/-RW 9.5mm Optical Disk Drive	429-ABFH	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Media Card Reader	379-BBHM	-	1	-
Intel Wi-Fi 6E 2x2 AX211 Bluetooth 5.2 Wireless Card	555-BH DU	-	1	-
Internal Antenna	555-BHDX	-	1	-
Wireless Driver, Intel AX211	555-BHJJ	-	1	-
Chassis Intrusion Switch	461-AAIY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
Optional HDMI 2.0b Video Port	382-BBFI	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BESJ	-	1	-
Quick Start Guide	340-CYET	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYR	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 5000 SFF 260W/300W	389-ECPJ	-	1	-

No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	1	-
Intel Core i7 vPro Essentials Processor Label	340-CYUP	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Dell KB216 Wired Keyboard English	580-ADJC	-	1	-
Dell Laser Wired Mouse - MS3220 Black	570-ABGR	-	1	-
No Cable Cover	325-BCZQ	-	1	-
No Additional Cable	379-BBCY	-	1	-
Custom Configuration	817-BBBB	-	1	-
Internal Speaker	520-AARD	-	1	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	1	-
Intel vPro Essentials	631-ADES	-	1	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	1	-
ProSupport: 7x24 Technical Support, 5 Years	804-9052	-	1	-
ProSupport: Next Business Day Onsite 5 Years	804-9072	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Client ProSupport Asset Label with Company Name	365-0531	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W</b>	<b>\$50.21</b>	<b>1</b>		<b>\$50.21</b>

Estimated delivery if purchased today:

Apr. 29, 2022

Contract # C000000181015

Customer Agreement # STS033-534109

Description	SKU	Unit Price	Quantity	Subtotal
Dell Multi-Device Wireless Combo KM7120W	580-AISY	-	1	-

<b>Subtotal:</b>	<b>\$41,071.91</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$41,071.91</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

## CERTIFICATE OF FUNDS

In the Matter of: Dell Consolidated Purchase

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 #110, 216, 612, 613, 433, 227

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 5/12/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE FIFTEEN (15) DELL WORKSTATIONS, EIGHT (8) LAPTOPS WITH THREE (3) DOCKS, AND ONE (1) WIRELESS KEYBOARD WITH MOUSE FROM DELL MARKETING L.P. OF ROUND ROCK, TEXAS, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM TO BE USED BY VARIOUS DEPARTMENTS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City currently budgets to replace workstations / laptops every four (4) years and this hardware purchase covers all the equipment that is scheduled to be replaced this year and standardizing the City's hardware will enable smoother support and higher productivity by increasing uptime and in addition, consolidating these purchases provides a cost savings to the City; and

**WHEREAS**, the Dell workstations, laptop, and projector from Dell Marketing L.P. of Round Rock, Texas, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program, thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

**WHEREAS**, the total cost of the fifteen (15) Dell workstations, eight (8) laptops with three (3) docks, and one (1) wireless keyboard with mouse is \$41,071.91 and will be paid with General Funds in the amount of \$15,105.06, Water Funds in the amount of \$5,887.82, Sewer Funds in the amount of \$13,203.48, Special Assessment Funds in the amount of 1,177.27, Parks and Recreation Funds in the amount of \$3,894.92, and Streets Funds in the amount of \$1,803.36; 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 expedite the purchase so the equipment can be used at the earliest opportunity and utilize the time sensitive savings offered; and

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

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

Section 1. The City Manager is authorized and directed to purchase fifteen (15) Dell workstations, eight (8) laptops with three (3) docks, and one (1) wireless keyboard with mouse to be used by various departments through the State of Ohio

Department of Administrative Services Cooperative Purchasing Program, Contract #534109, from Dell Marketing L.P., of Round Rock, Texas, at an amount **not to exceed** Forty One Thousand Seventy One and 91/100 Dollars (\$41,071.91).

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

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

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

\_\_\_\_\_  
RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022



## RECREATION

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5886

TO: Eric Wobser, City Manager

FROM: Jason Werling, Recreation Superintendent

DATE: May 23, 2022

RE: Commission Agenda Item:  
Repeal Ohio Bike Week Ordinance No. 15-073

To: Eric Wobser, City Manager

**ITEMS FOR CONSIDERATION:** Requesting legislation repealing Ordinance No. 15-073, passed May 26, 2015 and approving an Ordinance outlining the modified agreed upon terms with Advantage Entertainment, LLC, for the Ohio Bike Week event.

**BACKGROUND INFORMATION:**

- Commission approved a four-year agreement with a mutually agreed upon 5-year extension for Ohio Bike Week in 2015. The COVID-19 Pandemic canceled years 2021 and 2022 of the event. The new ordinance includes the same amount of years as the original agreement with an adjustment to year one as the event is reestablished.

**BUDGETARY INFORMATION:** In consideration of provision of the normal services of the City of Sandusky Police Department, the City of Sandusky Fire Department, and Public Services, Advantage Entertainment LLC shall annually pay the amount of \$10,000 for event years 2022 and 2023, \$25,000.00 for event years 2024 through 2028.

**ACTION REQUESTED:** It is requested that the proper legislation be prepared repealing Ordinance No. 12-025 and approving an Ordinance outlining the modified agreed upon terms with Advantage Entertainment, LLC for the Ohio Bike Week event and if approved for the City Manager to execute any required agreements. It is further requested that this be passed to take immediate effect in accordance with Section 14 of the City Charter in order to authorize the establishment of terms and conditions before the presentation of Ohio Bike Week begins on June 1, 2022.

Approved:

I concur with this recommendation:

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Jason Werling, Recreation Superintendent

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Eric Wobser, City Manager

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING ORDINANCE NO. 15-073 AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ESTABLISH TERMS AND CONDITIONS FOR THE PRESENTATION OF OHIO BIKE WEEK BY ADVANTAGE ENTERTAINMENT LLC FROM 2:00 P.M. ON JUNE 1, 2022, TO 11:00 P.M. ON JUNE 5, 2022, AND FROM YEAR-TO-YEAR THROUGH THE YEAR 2028, FOR THE EVENT AREA, AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE SUCH ACTIONS AS ARE DEEMED NECESSARY AND PROPER TO IMPLEMENT THE PRESENTATION OF OHIO BIKE WEEK IN THE CITY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**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 authorize the establishment of terms and conditions before the presentation of Ohio Bike week begins on June 1, 2022; 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 of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this ordinance be declared an emergency measure which will take immediate effect in accordance with section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. Ordinance No 15-073 passed by the City Commission May 26, 2015, is hereby repealed.

Section 2. The City Manager and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the use of a certain portion of the Downtown Business District as described in "Exhibit 1" attached hereto hereinafter referred to as the "Event Area", during the period commencing at 2:00 p.m., on June 1, 2022, and ending at 11:00 p.m., on June 5, 2022, for the presentation of Ohio Bike Week.

Section 3. The City Manager and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the use of a certain portion of the Downtown Business District described in "Exhibit 1", hereinafter referred to as the "Event Area", for each succeeding year through the year 2028 during like period of days and times in the month of June for the presentation of Ohio Bike Week, except that the City Commission may revoke this authorization on or before the 1st day of August in each year preceding the



presentation of Ohio Bike Week conditioned upon a mandatory post presentation meeting between representatives of the City of Sandusky and Advantage Entertainment, LLC, which shall take place no later than July 1<sup>st</sup> for every year through 2028.

Section 4. The City Manager and the Police Chief and Fire Chief are authorized and directed to take such actions as are, in their opinion, necessary and proper to implement the presentation of the Ohio Bike week celebration in the Event Area, notwithstanding certain provisions of the Codified Ordinances of the City of Sandusky, including but not limited to the applicable Chapters contained in Part Three - Traffic Code including sections 311, 351, 371, 373, 375, and 377; applicable Chapters contained in Part Seven - Business Regulation Code, including sections 731, 735, 741 and 753; applicable Chapters contained in Part Nine - Streets, Utilities and Public Services, including Section 905.16; and any other provisions of the Codified Ordinances of the City of Sandusky that may inhibit the orderly and safe presentation of Ohio Bike Week.

Section 5. The City Manager and the Police Chief and Fire Chief are authorized and directed to establish the terms and conditions for the purpose of utilizing the public parking lots located at the Jackson Street Pier (233 Shoreline Drive), on East Water Street (directly East of Daly's Pub), on Jackson Street (directly behind the Sandusky State Theatre), and the Paper District Marina (eastern portion) prior to the presentation of Ohio Bike week and commencing at 2:00 p.m. on June 1, 2022, and ending at 11:00 p.m., on June 5, 2022, for each succeeding year through the year 2028 during like period of days and times in the month of June.

Section 6. The following are in effect during Ohio Bike Week for the period commencing at 2:00 p.m., June 1, 2022, to 11:00 p.m. on June 5, 2022, and for each successive year through the year 2028:

- a. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall open-fire cook or use open-fire cooking devices, such as charcoal grills, gas grills, hibachi-type grills, or any other device that incorporates open flames, on public property in the Event Area except vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week.

- b. Notwithstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall sell wares or services, including but not limited to such items as food of any kind, soft drinks, alcoholic beverages, novelties, souvenirs, T-shirts, hats, photography nor distribute any handbills, coupons, or product samples on public property in the Event Area, except existing business owners / operators within the Event Area who are selling or offering for sale wares and services currently sold or offered for sale by the business owner / operator in the ordinary course of their businesses, and vendors or persons who are associated with and authorized by Advantage Entertainment LLC to participate in Ohio Bike Week within the Event Area.
- c. Not withstanding any provisions of the Codified Ordinances of the City of Sandusky, no person, unless authorized by the Chief of the Sandusky Police Department, shall possess or bring to the Event Area described in Section 1 any poles, sticks, or clubs made of any rigid material or any other instrument, device, or thing that is capable of inflicting serious physical harm, that is designed or specifically adapted for use as a weapon, or that is possessed, carried, or used as a weapon, except that such prohibition imposed by this Section shall not apply to a wooden stick used to elevate or support a sign or banner, provided that such wooden stick is not more than two (2) inches in width or three-quarters (3/4) of an inch in diameter, one quarter (1/4) inch in thickness, and forty (40) inches in length, and where such wooden stick is blunt on both ends. The prohibition in this Subsection c. shall not apply to law enforcement officers, vendors or persons associated with and authorized by the Chief of the Sandusky Police Department or to canes, crutches, or other similar devices used by persons who are visually or physically impaired.
- d. Notwithstanding any provisions of Chapter 505 of the Codified Ordinances of the City of Sandusky, no person shall take any animal onto public property within the Event Area unless such animal is being or will be used by law enforcement officials engaged in the performance of their duties, a blind person's guide dog or other handicap-assist dog or an animal being used as part of the presentation of Ohio Bike Week and authorized by the Chief of the Sandusky Police Department.
- e. Not withstanding any provisions of the Codified Ordinances of the City of Sandusky, no person shall bring onto or ride on public property within the Event Area any bicycle, tricycle, or other type cycle, skateboard, roller skates, in-line skates and mechanical or

motorized vehicles, unless specifically authorized by the City Manager.

- f. That the use of sound producing, sound amplifying, musical instruments, and other equipment shall be limited to that which is necessary for the production of entertainment authorized by the City Manager and communication of emergency and other necessary or authorized information associated with Ohio Bike Week for the duration of Ohio Bike Week within the Event Area.

Section 7. In consideration of the provision of the normal services of the City of Sandusky Police Department, the City of Sandusky Fire Department, and General Services, Advantage Entertainment LLC shall annually pay the amount of \$10,000.00 for event years 2022 and 2023, \$25,000.00 for event years 2024 through 2028 by certified check payable to the City of Sandusky at the office of the Finance Director on or before April 30 by 5:00 p.m. If said payment is not made on or before said date, the use of a certain portion of the Downtown Business District Event Area by Advantage Entertainment LLC may be terminated by the City Manager.

Section 8. The City Manager and the Police Chief and Fire Chief are authorized and directed to take such further action in providing extraordinary services, as in their discretion, are necessary for the orderly and safe presentation of Ohio Bike Week, and may fix the costs of those extraordinary services necessary for the orderly and safe presentation of Ohio Bike Week and shall notify Advantage Entertainment LLC in advance of the costs of those extraordinary services necessary for the orderly and safe presentation of Ohio Bike Week, which shall then be due and payable 90 days after the invoice is mailed to Advantage Entertainment LLC; and Advantage Entertainment LLC shall be responsible for paying fifty percent (50%) of the costs exceeding \$30,000.00 annually.

Section 9. Whoever violates any provision of this Ordinance shall be guilty of violating the Codified Ordinances of the City of Sandusky.

Section 10. 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 11. 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 12. 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.

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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 23, 2022

