

**ORDINANCE NO. 23-043**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION AND MAINTENANCE OF SIGNAGE FOR THEIR U.S. BIKE ROUTE SIGNAGE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

**WHEREAS**, it is in the interest and safety of the traveling public, and it serves to manage public resources of the Ohio Department of Transportation and the City in an efficient manner that the Ohio Department of Transportation furnish certain signage for the City to install and maintain within the City limits; and

**WHEREAS**, the Ohio Department of Transportation is initiating a US Bicycle Route (USBR) Signage Project in 2023 and will furnish signage, at no cost to the City, for locations identified in the USBR Signage Plan, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, pursuant to the agreement, the City will install the signs according to the USBR Signage Plan and assume ownership, responsibility and the maintenance, repair and replacement of the signs; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute and deliver the agreement to the Ohio Department of Transportation by the deadline of April 1, 2023; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of 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 installation and maintenance of signage for their U.S. Bike Route Signage Project, a copy of which is marked Exhibit "1", and attached to this Ordinance and is specifically incorporated as if

**PAGE 2 - ORDINANCE NO. 23-043**

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. 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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: 

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: February 27, 2023

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

**AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND CITY OF SANDUSKY OHIO  
FOR SIGN INSTALLATION AND MAINTENANCE**

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 “LOCAL” and shall be referred to singularly as “party” and collectively as “parties”.

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

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

**1. OBLIGATIONS OF ODOT**

1.1 ODOT will furnish, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) for the LOCAL to install at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL’s political subdivision limits.

**2. OBLIGATIONS OF THE LOCAL**

2.1 The LOCAL agrees to install the USBR Signs according to the USBR Signage Plan and in accordance with the Ohio Manual of Uniform Traffic Control Devices within ninety (90) days of receiving the USBR Signs from ODOT.

2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.

2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.

2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

**3. TERM OF AGREEMENT**

- 3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.
- 3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.
- 3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

**4. GENERAL PROVISIONS**

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 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.
- 4.3 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.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL 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 ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL 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, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL 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.

**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 3  
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 Parties have caused this agreement to be executed as of the day and year last written below.

CITY OF SANDUSKY

STATE OF OHIO  
Department of Transportation

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

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

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

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

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

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

EXHIBIT "1"

**US Bike Route Signing Project**

DISTRICT	COUNTY	OWNER	ROUTE	ROAD OR PATH NAME	TRAVEL DIRECTION	ARROW DIRECTION	LAT	LOX	GOOGLE MAPS LINK DO NOT EDIT THIS COLUMN	SIGN CODE	SIZE	GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN FOOT	SIGN, FLAT SHEET, AS PER PLAN SF	SIGN SUPPORT ASSEMBLY, POLE MOUNTED EACH	SIGNING, MISC.: BRIDGE MOUNTING EACH
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.	WEST		41.43352	-82.72783	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.	EAST		41.43335	-82.72734	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W PERKINS AVE.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	SOUTH		41.43360	-82.72725	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	NORTH		41.44985	-82.72771	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		DIAG LEFT				M6-2L-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.	SOUTH		41.44977	-82.72783	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MILLS ST.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	NORTH		41.45008	-82.72783	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	SOUTH		41.45009	-82.72789	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		DIAG LEFT				M6-2L-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	NORTH		41.45049	-82.72785	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45056	-82.72779	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45357	-82.72424	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45291	-82.72461	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45459	-82.72143	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	WEST		41.45447	-82.72189	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL	EAST		41.45530	-82.71907	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	LAKE FRONT TRAIL		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	LAWRENCE ST.	SOUTH		41.45536	-82.71907	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	LAWRENCE ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR. SIDE PATH	EAST		41.45641	-82.71679	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR. SIDE PATH		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR.	WEST		41.45635	-82.71703	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	W SHORELINE DR.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E SHORELINE DR. SIDE PATH	SOUTH		41.45891	-82.70748	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E SHORELINE DR. SIDE PATH		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	WEST		41.45906	-82.70755	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	EAST		41.46068	-82.70300	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.	NORTH		41.46079	-82.70300	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	E WATER ST.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	MEIGS ST.	SOUTH		41.45321	-82.69879	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	MEIGS ST.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	1ST ST.	WEST		41.45334	-82.69853	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	1ST ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	1ST ST.	EAST		41.45008	-82.67430	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	1ST ST.		RIGHT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	NORTH		41.44997	-82.67434	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	SOUTH		41.44520	-82.67853	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR. SIDE PATH	NORTH		41.44518	-82.67848	GoogleMapLink	M1-9A-12	12X18	11.0	1.50		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	SOUTH		41.44197	-82.68086	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		STRAIGHT				M6-3-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	NORTH		41.44193	-82.68066	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		DIAG RIGHT				M6-2R-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.	SOUTH		41.44193	-82.68087	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	CEDAR POINT DR.		LEFT				M6-1-12	12X9	-	0.75		
3	ERI	CITY OF SANDUSKY	230	SR 6	WEST		41.44172	-82.68042	GoogleMapLink	M1-9A-18	18X24	14.0	3.00		
3	ERI	CITY OF SANDUSKY	230	SR 6		RIGHT				M6-1-12	12X9	-	0.75		

**Exhibit  
"A"**