

ORDINANCE NO. 21-170

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH ROBERT G. STADLER FOR CY 2022; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Building Division desires to use the services of Robert G. Stadler to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

WHEREAS, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

WHEREAS, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

WHEREAS, Robert G. Stadler has performed these activities in the past and is currently certified to do so; and

WHEREAS, Robert G. Stadler will be paid at the rate of \$55.00 per hour up to a maximum of \$7,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the contract prior to the commencing date of January 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 Building Division, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with Robert G. Stadler for services as an Alternate Building Official and Alternate

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Master Plans Examiner for CY 2022. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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: November 8, 2021

AGREEMENT FOR SERVICES OF CONSULTANT

This Agreement made on and entered into on this ___ day of _____, 2021, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and Robert G. Stadler herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

I. RECITALS

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

II. SCOPE OF SERVICES / NON-ASSIGNMENT

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

III. INDEPENDENT CONTRACTOR

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

IV. INSURANCE

Consultant agrees to maintain a business liability insurance policy.

V. CONFIDENTIALITY

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

VI. COMPENSATION

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

VII. TERM AND TERMINATION

This agreement will begin January 1, 2022, and will terminate December 31, 2022. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 1722 Shearwater Circle E, Huron, Ohio 44839, and to the City at 240 Columbus Avenue, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2022, whichever occurs first.

VIII. PARTIES BOUND

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

IX. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

X. SEVERABILITY

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

XI. AMENDMENTS

This Agreement may be amended by the parties only by a written agreement signed by both parties.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY:

Eric L. Wobser, City Manager

WITNESSES:

CONSULTANT:

Robert G. Stadler

Approved as to Form:

Brendan L. Heil (#0091991)
Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2022 under the Agreement have been lawfully appropriated by the Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date

Michelle Reeder
Director of Finance

Account Number