

**ORDINANCE NO. 23-243**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2024; 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 George J. Poulos to carry out the activities of Back-up Building Official and Primary 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**, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

**WHEREAS**, George J. Poulos will be paid \$2,500.00 per month for a total cost of \$30,000.00 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 have the agreement fully executed prior to the commencing date on January 1, 2024; 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 George J. Poulos for services as a Back-up Building Official and Primary

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Alternate Master Plans Examiner for CY 2024. 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.



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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: December 11, 2023

## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_ day of \_\_\_\_\_, 2023, 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 George J. Poulos 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 a Primary Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and a Back-up 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. Primary 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. Back-up 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 Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month for work performed in accordance with this agreement for a total of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year.

## **VII. TERM AND TERMINATION**

This agreement will begin January 1, 2024, and will terminate December 31, 2024. 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 3213 Country Club Lane, 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, 2024, 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:**

\_\_\_\_\_  
John Orzech, City Manager

**WITNESSES:**

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\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_  
George J. Poulos

Approved as to Form:

\_\_\_\_\_  
Sarah S. Chiappone (#0101179)  
Assistant 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 2024 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