

## ORDINANCE NO. 08 - 71 AC CMS

### AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STEVE POLINSKI FOR THE PROVISION OF BUILDING DEPARTMENT SERVICES AND DECLARING AN EMERGENCY

**WHEREAS**, the City of Oberlin desires to enforce the Ohio Building Officials Association Code (hereinafter referred to as OBOA Code) for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration and maintenance of, one-, two-, and three-family residential buildings and their appurtenances and accessory structures.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

**SECTION 1.** STEVE POLINSKI, a State Certified Building Official, is hereby appointed to enforce the OBOA Code within the City of Oberlin as its Residential Building Official. Designation of replacement personnel will be made by the City Manager. The appointment of STEVE POLINSKI may be revoked at any time.

**SECTION 2.** The City Manager is hereby authorized and directed to enter into a contract with Steve Polinski for said services, a copy of said contract being attached hereto as Exhibit "A".

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

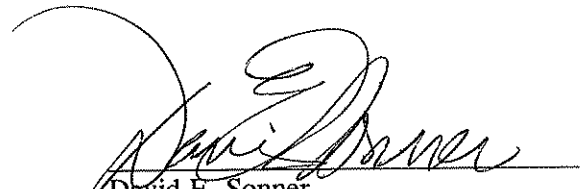
**SECTION 4.** That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the daily operation of a municipal department, to wit:

"to maintain a Residential Building Official for the City of Oberlin, Ohio at the earliest possible date, in order to ensure the health and safety of the citizens of the City of Oberlin, Ohio", and shall take effect immediately upon passage.

**PASSED:** 1<sup>st</sup> Reading - October 6, 2008 (E)  
2<sup>nd</sup> Reading -  
3<sup>rd</sup> Reading -

**ATTEST:**

  
Belinda B. Anderson  
**CLERK OF COUNCIL**

  
David E. Sonner  
**PRESIDENT OF COUNCIL**

**POSTED:** 10/ 07/2008

**EFFECTIVE DATE:** 10/06/2008

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## CONTRACT

This Agreement entered into this 14<sup>th</sup> day of October, 2008, by and between the **City of Oberlin, Ohio**, hereinafter referred to as "City", and **Steve Polinski**, hereinafter referred to as "Building Official/Building Inspector".

Whereas the City is in need of assistance from a state certified building official to interpret the Ohio Residential Building Code and the City of Oberlin residential building codes where applicable; and

Whereas the City desires to retain the services of the Building Official/Building Inspector, who is a state certified Residential Building Official for the express purpose of acting as a Building Official/Inspector and assisting with the administration of the Certified Building Department for the City of Oberlin and enforcement of the Ohio Residential Building Code, City building code, and other related City codes.

Now, therefore, in consideration of these premises, and of the mutual covenants herein set forth, the parties agree as follows:

- I. Services of the Residential Building Official/Building Inspector: The Building Official/Building Inspector agrees to furnish and perform the following professional services:
  - A. Serve as the Residential Building Official responsible for the enforcement of the Ohio Residential Building Code, if adopted, and other related City codes and/or ordinances including the Ohio Building Officials Association Code for One, Two and Three Family Dwellings.
  - B. Provide consultation, expert opinion or enforcement of other City housing and building codes and/or ordinances, as directed by the City Manager.
  - C. All services to be performed shall be on an as-needed basis as an independent contractor, and shall not prohibit the Building Official/Building Inspector from engaging in any other business endeavors as long as those endeavors do not interfere with his services to the City pursuant to this contract.
  - D. The Building Official/Building Inspector shall submit such reports to the City as the City may require.
  - E. All funds for fees and permits collected by the Building Official/Building Inspector shall promptly be

forwarded to the Oberlin City Finance Director for deposit. The Building Official/Building Inspector shall submit itemized billings for all services rendered, including those of the Building Official/Building Inspector's subordinates, including plans examiner, plumbing inspector, electrical inspector and building inspector, as may be needed. The City may accommodate the Building Official/Building Inspector by issuing checks directly to those subordinates for their fees. The deposit of fees and disbursements of checks for the Building Department are subject to the review and approval of the City Finance Director.

II. Performance by City: This Agreement is based upon the understanding that the City, without expense to the Building Official/Building Inspector, shall:

- A. Handle initial contacts with property owners. The City, at its discretion, may provide forms with which to track projects and billable hours.
- B. Provide temporary office space to the Building Official/Building Inspector, if requested, as well as use of City-owned telephone, fax, copier, mail service, filing, and secretarial assistance, or other office facilities, as deemed necessary by both parties.

III. Compensation:

- A. As compensation, the Building Official/Building Inspector shall receive forty- five dollars (\$45.00) per hour for all documented hours approved by the City.
- B. The Building Official/Building Inspector shall provide his own vehicle and shall be liable for his own insurance, fuel and maintenance costs incurred thereon.
- C. The Building Official/Building Inspector shall not be provided any vacation, sick leave, health care coverage, clothing, unemployment compensation or any other fringe benefit for the benefit of the Building Official/Building Inspector and/or its employees, agents, or sub-contractors or subordinates, as the case may be.

- D. The Building Official/Building Inspector shall not be provided any reimbursement or any workers compensation coverage and shall not be required to furnish proof of any such coverage. The Building Official/Building Inspector shall indemnify and hold the City harmless for any such requirements.
  - E. The Building Official/Building Inspector will not be entitled to participate in any pension or any employment type benefit including OPERS, and no provisions thereof shall be deducted or offset from the Building Official/Building Inspector's compensation. It is understood and agreed that the City will timely deliver to the Building Official/Building Inspector an IRS Form 1099 on a yearly basis and that it shall not withhold sums from the Building Official/Building Inspector's compensation for Federal, state and local income taxes, or for Medicare and/or Social Security liability. The Building Official/Building Inspector is solely responsible for the timely payment of such charges and shall indemnify and hold the City harmless there from.
- IV. Indemnification: The City agrees to provide the Building Official/Building Inspector with a defense, through legal counsel selected by the City, in any suit instituted against the Building Official/Building Inspector arising out of any good faith act performed by it in the lawful discharge of its duties pursuant to this Agreement. The City will indemnify the Building Official/Building Inspector against any such claim, judgment or cause of action to the extent of any expense he incurs or damage award therein.
- V. Term: The term of this contract shall be for an indefinite period of time. The Building Official/Building Inspector understands and agrees that he serves at the pleasure of the City and that this Agreement can be terminated at any time by the City with or without cause but must give thirty (30) days advance written notice in any event. In the event of termination, the City shall not be liable to the Building Official/Building Inspector for any unemployment compensation or severance pay.
- VI. Miscellaneous: This Contract contains the entire agreement of the parties and no part of this contract may be amended except in a writing which is duly executed by the parties. In

case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained within it.

This contract shall be construed in accordance with the laws of the State of Ohio and any disputes arising herefrom shall be decided in the courts of Lorain County, Ohio.

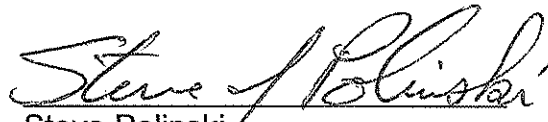
IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

Executed at Oberlin, Ohio, this 14<sup>th</sup> day of October, 2008.

City of Oberlin, Ohio

  
Eric Norenberg, City Manager

Building Official/Building Inspector

  
Steve Polinski

Approved as to Form:  
Eric R. Severs, Law Director

