

ORDINANCE NO. 42-81

BY: John Mage

To authorize the Mayor and Auditor to enter into a contract with the Bureau of Electrical Inspections to provide electrical safety inspections for the City and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1: That the City of Bexley has been advised that its present electrical inspection service provided by the Electrical Inspection Bureau will no longer be available after December 31, 1981.

Section 2: That the Assistant Service Director, City of Bexley, has investigated and evaluated the various options available to the City for electrical safety inspection services and, after due consideration, recommended to this Council that the City enter into a contract with the Bureau of Electrical Inspections, Columbus, Ohio.

Section 3: That the Mayor and the Auditor are hereby authorized to enter into a contract, as recommended, with the Bureau of Electrical Inspections, for a period of January 1, 1982 through December 31, 1983 for the services set forth in the contract; a complete copy of which is attached hereto for reference.

Section 4: That this ordinance is an emergency ordinance necessary for the preservation of the public peace, health, and safety, said emergency being that the contract agreement is necessary before such services can be provided and the existing services terminate at the end of the year 1981, and this ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: Dec 22, 1981

Attest: John DeLong  
Clerk of Council

John H. Glenberg  
President of Council

Approved: Dec 22, 1981

David H. Madison  
David H. Madison,  
Mayor

1<sup>st</sup> reading - Dec 22, 1981  
suspend and adopted

C O N T R A C T

This agreement is for electrical inspection service between the City of Bexley hereinafter called the "City", and the Bureau of Electrical Inspections, Columbus, Ohio, hereinafter called the "Inspector":

WITNESSETH:

WHEREAS, the City is planning to retain the services of an electrical inspector certified by the State of Ohio, to perform field inspections during construction; and in consideration of certain amounts hereinafter specified to be paid to the inspector, the parties agree as follows:

The City hereby hires the inspector for, and the Inspector agrees to perform, the services herein specified.

Inspector agrees to perform such services in a professional manner as to a high degree of skill:

Inspector shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property and over the work being performed.

Inspector shall indemnify and hold harmless the City from any action which may result from Inspector's negligence and improper work.

Inspector is and shall at all times be an independent contractor, Inspector shall at no time be deemed an employee of the City nor shall the City be deemed to be a partner or associate of the Inspector in the conduct of its business, nor shall the City be liable for any debts incurred by the Inspector.

This Agreement shall remain in effect one year and shall automatically be renewed for a period of one year unless either party notified the other in writing by November 30 of the current year of its intent to terminate this Agreement.

The services to be performed by the Inspector are (a) review plans as requested by the City, (b) perform electrical inspection on such construction projects which subsequently receive building permits.

THE FEES FOR ELECTRICAL INSPECTION SERVICES TO BE CHARGED BY THE INSPECTOR SHALL BE AS FOLLOWS:

The fee for an electrical permit shall be One Dollar and Fifty Cents (\$1.50) plus the following:

Minimum Fee	\$16.00
Outlets, Fixtures, Receptacles, Switches	.40 each
Appliances	1.50 each
Service, Per Ampere	.05
Special Trip:	
Permanent Service	16.00
Temporary Service	16.00

If more than one inspection is necessary because of faulty construction or an additional trip is caused by improper address or locked premises, an additional charge of \$16.00 minimum per trip not to exceed double the inspection fee will be made for each inspection.

Inspector shall collect all fees due from permit applicants. Ten percent (10%) of the gross fees collected, plus all permit fees of \$1.50 will be paid to the City. Said permits and inspection fees shall be paid quarterly to the City accompanied by a complete report of all permits issued and inspections made. All permits issued after January 1, 1982 shall be numbered sequentially.

IN TESTIMONY WHEREOF the said parties have hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

CITY OF BEXLEY, OHIO

BY: Donald H. Melson  
Mayor

BY: John H. Hervey  
Auditor

BUREAU OF ELECTRICAL INSPECTIONS

BY: \_\_\_\_\_

This contract approved as to  
correctness and form.

\_\_\_\_\_  
City Solicitor