

ORDINANCE NO. 78-88

BY: Joanne H. Rault

An Ordinance to authorize the Mayor and Auditor to enter into a contract with Lee E. Martin, DBA Benatec Associates, and to declare an emergency.

WHEREAS, it is necessary that the City of Bexley, Ohio, secure the services of a State Certified Class I backup Building Official and a State Certified Class II backup Plans Examiner to comply with Section 4101:2-1-45 (I) of the Ohio Basic Building Code, and,

WHEREAS, the aforesaid Lee E. Martin, DBA Benatec Associates, can and is willing to provide the necessary services on a contractual basis.

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

Section 1. That the Mayor and Auditor be, and they hereby are, authorized and directed to enter into a contract with Lee E. Martin, DBA Benatec Associates, to provide Class I backup Building Official and Class II backup Plans Examiner services.

Section 2. That this Ordinance is an emergency Ordinance necessary for the preservation of the public peace, health and safety, said emergency being a request from the Ohio Board of Building Standards that the Class I backup Building Official and the Class II backup Plans Examiner be under contract at the earliest possible time to serve in the absence of the Building Official and/or the Plans Examiner, and this Ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: December 13, 1988

Albert J. Meyer
President of Council

ATTEST: J. L. L. L.
Clerk of Council

APPROVED: Dec. 13, 1988

Dec. 13, 1988 - 1st reading
Susp. & Adopt.

David H. Madison
David H. Madison
Mayor

*Original given to D.P.
on 12/16 to get signature*

C O N T R A C T

BETWEEN THE CITY OF BEXLEY, OHIO, AND LEE E. MARTIN, ARCHITECT,
CLASS I BUILDING OFFICIAL AND CLASS II PLANS EXAMINER DOING
BUSINESS AS BENATEC ASSOCIATES, HEREINAFTER REFERRED TO AS LEE
E. MARTIN

This contract, made and entered into by and between the City of Bexley, Ohio, a Municipal Corporation, and Lee E. Martin, Architect.

W I T N E S S E T H

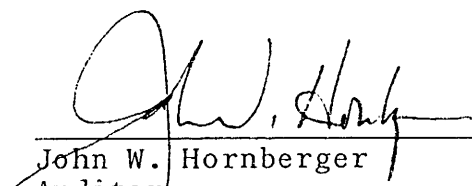
Section 1: Lee E. Martin, Architect, shall for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, Class I Building Official and/or Class II Plans Examiner services as requested by the City.

Section 2: Said service shall be furnished for a period beginning December 15, 1988, and remain in full force until December 31, 1989 provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

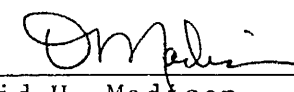
Section 3: The City of Bexley, Ohio, shall pay Lee E. Martin for said service furnished to the City of Bexley, Ohio, and inhabitants thereof, \$35.00 per hour. City of Bexley to issue all permits and collect all fees.

Section 4: Said sum or sums of money shall be paid by the City of Bexley, Ohio, to Donald W. Schofield monthly and shall be paid within thirty (30) days after receipt of a statement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto
set their hand and seals and have executed this agreement this
_____ day of _____, 1988.



John W. Hornberger
Auditor
City of Bexley, Ohio



David H. Madison
Mayor
City of Bexley, Ohio

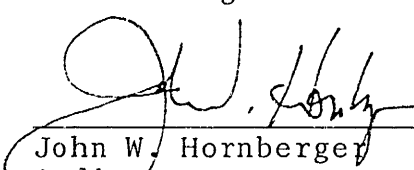
Lee E. Martin
Architect, Class I Building
Official and Class II Plans
Examiner
Benatec Associates

C E R T I F I C A T I O N

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment of expenditure, for the above has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certification now outstanding.

Date

12/15/88


John W. Hornberger
Auditor
City of Bexley, Ohio