

ORDINANCE NO. 19-93

BY: John M. Brennan

An Ordinance to appropriate \$12,000 from the unencumbered General Fund to pay for the services of a fire inspector, to authorize the Mayor and Auditor to execute an agreement with William Payne for fire investigation and inspection services and to declare an emergency.

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

Section 1. That \$12,000 is hereby appropriated from the unencumbered General Fund to pay the fees to be incurred during 1993 for fire investigation and inspection services authorized by the contract approved in Section 2 of this Ordinance.

Section 2. That the agreement with William Payne hereby approved in the form attached to this Ordinance and that the Mayor and Auditor are hereby authorized and directed to execute said agreement on behalf of the City.

Section 3. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to provide uninterrupted fire investigation and inspection services, which shall take effect and be in force upon its passage and approval by the Mayor.

Passed: April 13, 1993

[Signature]  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: 4/13/93, 1993

[Signature]  
David H. Madison, Mayor

Mar. 30, 1993 - 1<sup>st</sup> Reading  
April 13, 1993 - 2<sup>nd</sup> Reading  
Susp. & Adopt.

C O N T R A C T

BETWEEN THE CITY OF BEXLEY, OHIO, AND WILLIAM PAYNE,  
HEREINAFTER REFERRED TO AS PAYNE.

WITNESSETH

- Section 1. William Payne shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, as an independent contractor and not as an employee, fire investigation and inspection services specified in Ohio Revised Code Sections 737.27, 737.34, 737.35 and 737.36, the scope of such services to be determined, from time to time, by the Chief of Police in his capacity as fire prevention officer.
- Section 2. Payne shall maintain in full force and effect during the term of his contract all certifications, licenses and/or designations required of persons performing the services specified herein.
- Section 3. This contract shall remain in force for an indefinite period; provided, however, that either party shall have the right to cancel the contract upon thirty (30) days written notice to the other party.
- Section 4. The City of Bexley, Ohio, shall pay to Payne for said services the annual rate for fire inspector established, from time to time, by ordinance (currently \$12.00 per hour), which annually shall not exceed the amount appropriated for this purpose.
- Section 5. Said sum or sums of money shall be paid by the City to Payne upon submission of a statement setting forth the number of hours worked by him during the payment period.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

\_\_\_\_\_  
John W. Hornberger  
Auditor  
City of Bexley, Ohio

\_\_\_\_\_  
David H. Madison  
Mayor  
City of Bexley, Ohio

Approved as to form:

\_\_\_\_\_  
James H. Gross  
City Attorney  
City of Bexley, Ohio

\_\_\_\_\_  
William Payne