

ORDINANCE NO. <sup>41</sup>~~40~~ -93

BY: Robert K. Schmitz

An Ordinance to authorize the Mayor and Auditor to enter into a contract with James G. Mitchell for the purpose of providing back-up Chief Building Official services.

WHEREAS, it is required that the City of Bexley maintain a certified back-up Chief Building Official.

WHEREAS, the aforesaid person is certified 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 the Auditor be, and they hereby are, authorized and directed to enter into a contract with James G. Mitchell for the purpose of providing back-up Chief Building Official services.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 13, 1993

John R. Moore  
President of Council

Attest: [Signature]  
Clerk of Council

Approved: Jul 13, 1993

D. H. Madison  
David H. Madison, Mayor

June 22, 1993 - 1<sup>st</sup> reading  
July 6, 1993 - 2<sup>nd</sup> reading  
July 13, 1993 - 3<sup>rd</sup> reading  
Adopted

088/Mitchell

C O N T R A C T

BETWEEN THE CITY OF BEXLEY, OHIO, AND JAMES G. MITCHELL, ARCHITECT, CLASS I BUILDING OFFICIAL AND CLASS II PLANS EXAMINER, DOING BUSINESS AS MEACHAM AND APEL ARCHITECTS, INC., HEREINAFTER REFERRED TO AS JAMES G. MITCHELL.

WITNESSETH

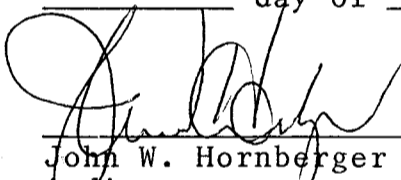
Section 1. James G. Mitchell, Architect, shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, Class I Building Official and/or Class II Plans Examiner services as requested by the City.

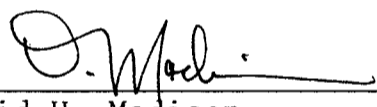
Section 2. Said services shall be furnished for a period beginning \_\_\_\_\_, 1993, and remaining in force until December 31, 1993, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

Section 3. The City of Bexley, Ohio, shall pay James G. Mitchell for said services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$45.00 per hour. The City of Bexley, Ohio, to issue all permits and collect all fees.

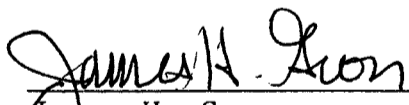
Section 4. Said sum or sums of money shall be paid by the City of Bexley, Ohio, to James G. Mitchell monthly and shall be paid within thirty (30) days after receipt of a statement.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands 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

\_\_\_\_\_  
James G. Mitchell  
Architect  
Meacham and Apel Architects, Inc.