ORDINANCE NO. 72 -95

BY:	Mark R. Masser

An Ordinance to authorize contracts for building construction inspection services as required by the Ohio Basic Building Code, Chapter 4101:2-1-45 and to declare an emergency.

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

- <u>Section 1</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Harold S. Schofield, Architect, to provide backup plans examination services and backup building inspection services as required for the Building Department, a copy of which is attached.
- <u>Section 2</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with James G. Mitchell, Architect, to provide backup plans examination services and backup chief building official services for the Building Department, a copy of which is attached.
- <u>Section 3</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Kurt Grashel, Certified Building Inspector, to provide building construction inspection services for the Building Department, a copy of which is attached.
- <u>Section 4</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with James R. Barlow, Electrical Safety Inspector, to provide electrical safety inspection services for the Building Department, a copy of which is attached.
- <u>Section 5</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Stanley E. Duke, Electrical Safety Inspector, to provide backup electrical safety inspection services for the Building Department, a copy of which is attached.
- <u>Section 6</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with the Franklin County Board of Health to provide plumbing inspection services for the Building Department, a copy of which is attached.
- <u>Section 7</u>. That the Mayor and Auditor be, and each of them hereby is, authorized and directed to execute an agreement with Donald W. Schofield, Architect, to provide chief building official, plans examination, and inspection services for the Building Department, a copy of which is attached.

<u>Section 8</u>. That this Ordinance is an emergency measure necessary for the immediate preservation of the public peace, health and safety, said emergency being the increased inspection activity and the need to ensure that qualified personnel are available to provide the necessary inspection services, and this Ordinance shall go into force and effect upon its passage and approval by the Mayor.

Passed: February 13	, 1995
	01202
	President of Council
Attest: Clerk of Council	

Approved: February 13 , 1995

John T. Loetnert, Mayor DAVID H. MAD 190N

Inspect

Dec. 12, 1995 - 1st reading Dec. 26, 1995 - 2nd reading; tabled Jan. 9, 1996 - 3nd reading; tabled Ab. 13, 1996 - Removed from table - Adopted

BETWEEN THE CITY OF BEXLEY, OHIO, AND HAROLD S. SCHOFIELD, ARCHITECT, BACKUP CLASS II PLANS EXAMINER AND BACKUP CLASS III BUILDING INSPECTOR, DOING BUSINESS AS SCHOFIELD & SCHOFIELD, HEREINAFTER REFERRED TO AS HAROLD S. SCHOFIELD.

WITNESSETH

- <u>Section 1</u>. Harold S. Schofield, shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, backup Class II Plans Examiner and/or backup Class III Building Inspector and other related professional services as requested by the City.
- <u>Section 2</u>. Said services shall be furnished for a period beginning January 1, 1996, and remaining in force until December 31, 1996, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.
- <u>Section 3</u>. The City of Bexley, Ohio, shall pay Harold S. Schofield for said services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$50.00 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 Harold S. Schofield monthly and shall be paid within thirty (30) days after receipt of a statement.

IN WITNESS WHEREOF, the parties to and have executed this agreement this	this agreement have hereunto set their hands day of, 1996.
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	Harold S. Schofield, Architect Class II Plans Examiner Class III Building Official

Schofield & Schofield, Architects

BETWEEN THE CITY OF BEXLEY, OHIO, AND JAMES G. MITCHELL, ARCHITECT. BACKUP CLASS I BUILDING OFFICIAL AND BACKUP 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 shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, backup Class I Chief Building Official and/or backup Class II Plans Examiner services as requested by the City.
- Said services shall be furnished for a period beginning January 1, 1996, and remaining in force until December 31, 1996, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.
- The City of Bexley, Ohio, shall pay James G. Mitchell for said services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$50.00 per hour. The City of Bexley, Ohio to issue all permits and collect all fees.

James G. Mitchell monthly and shall be paid with	ey shall be paid by the City of Bexley, C in thirty (30) days after receipt of a state	
IN WITNESS WHEREOF, the parties to and have executed this agreement this		hands , 1996.
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 Class I Building Official Class II Plans Examiner Meacham and Apel Architects, Inc.

BETWEEN THE CITY OF BEXLEY, OHIO, AND KURT F. GRASHEL, CERTIFIED BUILDING INSPECTOR, DOING BUSINESS AS ACCEPTED STANDARDS HOME INSPECTIONS AND COMMERCIAL BUILDING INSPECTION SERVICES, HEREINAFTER REFERRED TO AS KURT F. GRASHEL.

WITNESSETH

Section 1. Kurt F. Grashel shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, all building construction inspections as are authorized by the Ohio Basic Building code and the Bexley Building Code. Kurt F. Grashel shall perform other related duties as may be required or requested such as providing written inspection reports, reviewing building plans, and providing testimony in any legal proceedings. In order to perform such duties, Kurt F. Grashel must retain certification as a Class III Building Inspector during the term of this contract.

Section 2. Said services shall be furnished during normal business hours, Monday through Thursday, excluding federal and local holidays, for a period beginning January 1, 1996, and remaining in force until December 31, 1996, 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 Kurt F. Grashel for said building inspections and other services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$1,700.00 per month upon receipt of an invoice for said services. In addition, the City of Bexley, Ohio, will reimburse Kurt F. Grashel for incidental expenses associated with the inspection services such as training fees for certification requirements and professional memberships in recognized building official organizations, an amount not to exceed \$500.00 annually upon receipt of paid invoices. The City of Bexley, Ohio, to issue all permits and collect all fees.

IN WITNESS WHEREOF, the parties to t and have executed this agreement this	his agreement have hereunto set their hands day of, 1996.
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	Kurt F. Grashel Certified Building Inspector

BETWEEN THE CITY OF BEXLEY, OHIO, AND WHITEHALL ELECTRIC, INC., JAMES BARLOW, CERTIFIED ELECTRICAL INSPECTOR, PRESIDENT, HEREINAFTER REFERRED TO AS JAMES BARLOW.

WITNESSETH

Section 1. James Barlow shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, all electrical inspection services as are authorized by the Ohio Basic Building Code, the Bexley Building Code and the National Electric Code. James Barlow shall perform other related duties as may be required or requested such as providing written inspection reports, reviewing building plans, and providing testimony in any legal proceedings. In order to perform such duties, James Barlow must retain certification as an Electrical Safety Inspector during the term of this contract.

Section 2. Said services shall be furnished during normal business hours on Mondays and Wednesdays, or as may be otherwise agreed to be the City of Bexley, Ohio and James Barlow for a period beginning January 1, 1996, and remaining in force until December 31, 1997, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

<u>Section 3</u>. The City of Bexley, Ohio, shall pay James Barlow for said electrical inspections and other services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$800.00 per month upon receipt of an invoice for said services. The City of Bexley, Ohio to issue all permits and collect all fees.

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	o this agreement have hereunto set their handsday of, 1996.
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 Barlow Certified Electrical Inspector Whitehall Electric, Inc.

BETWEEN THE CITY OF BEXLEY, OHIO, AND STANLEY E. DUKE.

WITNESSETH

Section 1. Stanley E. Duke shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, all backup electrical inspection services as are authorized by the Ohio Basic Building Code, the Bexley Building Code and the National Electric Code. Stanley E. Duke shall perform other related duties as may be required or requested such as providing written inspection reports, reviewing building plans, and providing testimony in any legal proceedings. In order to perform such duties, Stanley E. Duke must retain certification as an Electrical Safety Inspector during the term of this contract.

Section 2. Said services shall be furnished during normal business hours on Mondays and Wednesdays, or as may be otherwise agreed to be the City of Bexley, Ohio and Stanley E. Duke for a period beginning January 1, 1996, and remaining in force until December 31, 1997, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

<u>Section 3</u>. Whitehall Electric, Bexley's primary electrical inspector, shall be responsible for payment to Stanley E. Duke for backup electrical inspections performed. The City of Bexley, Ohio to issue all permits and collect all fees.

IN WITNESS WHEREOF, the parties and have executed this agreement this	to this agreement have hereunto set their hands, 1996.
John W. Hornberger	David H. Madison
Auditor	Mayor
City of Bexley, Ohio	City of Bexley, Ohio
Approved as to form:	
James H. Gross	
James H. Gross	Stanley E. Duke

City Attorney

City of Bexley, Ohio

Certified Electrical Inspector

BETWEEN THE CITY OF BEXLEY, OHIO, AND THE DISTRICT ADVISORY COUNCIL OF THE FRANKLIN COUNTY GENERAL HEALTH DISTRICT.

This contract made and entered into by and between the City of Bexley, Ohio, a Municipal Corporation, and the District Advisory Council of the Franklin County General Health District.

WITNESSETH

- <u>Section 1</u>. The District Advisory Council of the Franklin County General Health District shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and inhabitants thereof, all plumbing inspections as are furnished to all inhabitants of villages and townships of Franklin County, Ohio. Inspectors are to be certified by the Ohio Department of Health.
- <u>Section 2</u>. Said plumbing inspections shall be furnished for a period beginning January 1, 1996, and remaining in force until December 31, 1997, 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 shall pay to the Franklin County General Health District for said plumbing inspections furnished to the City of Bexley and inhabitants thereof, sixty percent (60%) of all plumbing inspection fees collected by the City of Bexley. The City of Bexley is to charge the same inspection fee as now charged by the Franklin County District Board of Health. The City of Bexley to issue all permits and collect all fees.
- <u>Section 4</u>. The Health Department shall render a report every thirty (30) days to the Service Director of the City of Bexley on all services directly rendered to the City of Bexley citizens. Such report shall describe the type of service, where and for whom the service was rendered, and the number of cases, visits or the appropriate work units.
- <u>Section 5</u>. Said sum or sums of money shall be paid by the City of Bexley, Ohio, to said District Advisory Council of the Franklin County General Health District quarterly and shall be paid within thirty (30) days after receiving a statement from the Franklin County District Board of Health.

hands and have executed this agreement this 1996.	to this agreement have hereunto set their s day of,
Chairman District Advisory Council of the Franklin County General Health District	David H. Madison Mayor City of Bexley, Onio
	John W. Hornberger Auditor City of Bexley, Ohio
APPROVED AS TO FORM:	
Assistant Franklin County Prosecutor Attorney for the District Advisory Council of the Franklin County General Health District	James, H. Gross City Attorney City of Bexley, Ohio
APPROVED BY THE OHIO DEPT. OF HEAL	.TH:
Director of Health	

BETWEEN THE CITY OF BEXLEY, OHIO, AND DONALD W. SCHOFIELD, ARCHITECT, CLASS I BUILDING OFFICIAL AND CLASS II PLANS EXAMINER, DOING BUSINESS AS DONALD W. SCHOFIELD & ASSOCIATES, HEREINAFTER REFERRED TO AS DONALD W. SCHOFIELD.

WITNESSETH

- <u>Section 1.</u> Donald W. Schofield shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, Class I Chief Building Official and Class II Plans Examiner services as requested by the City.
- <u>Section 2</u>. Said services shall be furnished for a period beginning January 1, 1996, and remaining in force until December 31, 1996, 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 Donald W. Schofield for said services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$50.00 per hour. The City of Bexley, Ohio to issue all permits and collect all fees.
- <u>Section 4</u>. 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 the and have executed this agreement this	nis agreement have hereunto set their hands, 1996.
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 Beyley, Ohio	Donald W. Schofield, Architect Class I Building Official Class II Plans Examiner

Donald W. Schofield & Associates