

CITY OF CLAYTON, OHIO

ORDINANCE NO. O - 11 - 22 - 35

AN ORDINANCE TO ESTABLISH BUILDING PERMIT FEES AND AUTHORIZE THE CITY OF CLAYTON TO ENTER INTO AN AGREEMENT WITH NATIONAL INSPECTION CORPORATION TO PROVIDE RELATED SERVICES

WHEREAS, the Council of the City of Clayton, Ohio desires to protect the health, safety, and welfare of Clayton residents and support the safety, quality of life, and property value in the community, and

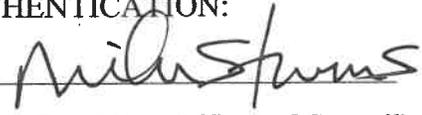
WHEREAS, these goals are met through fair and equitable compliance with the Ohio Building Code and Residential Code of Ohio.

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

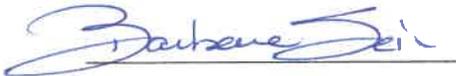
1. That having researched alternative methods of meeting the goals of the City, the City shall enter into an agreement with National Inspection Corporation (NIC) to become its agent to ensure compliance with the Ohio Building Code and the Residential Code of Ohio.
2. That the City Manager is hereby authorized to enter into an agreement with NIC in substantially the same form as **Exhibit A** attached hereto.
3. To finance these activities, the City hereby establishes Fees to be collected from users of the Building Department services. The amounts of these fees shall be as shown in **Exhibit B** attached hereto as may be amended from time to time.
4. That this Ordinance shall be effective as an exception to any ordinance, resolution or other legislation of the City of Clayton, Ohio, inconsistent with this Ordinance or which imposes additional requirements for effectiveness or validity.
5. That in accordance with Clayton Charter Section 4.031 the requirement that this enactment be read on two (2) separate days is complied with by readings on November 3, 2022 and November 17, 2022.
6. That in accordance with Clayton Charter Section 4.031(H) this enactment shall become effective thirty days after its second reading and enactment.

ADOPTED BY COUNCIL ON NOVEMBER 17, 2022.

AUTHENTICATION:



Mayor (Presiding Officer of Council)



Clerk of Council

APPROVED AS TO FORM:

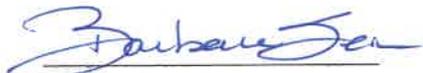


Law Director

CERTIFICATION OF PUBLICATION

This shall certify that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper	Date of publication
<u>Brookville Star</u>	<u>Nov. 23, 2022</u>



Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

The City of Clayton, Ohio ("Clayton"), a municipal corporation, 6996 Taywood Road, Ohio 45315 and National Inspection Corporation, 311 Regency Ridge, Centerville, Ohio 45459, ("NIC"), an Ohio corporation, hereby enter into this Agreement upon the terms and conditions as set forth herein.

WHEREAS, the Clayton Building Department has been, or will be, certified by the State of Ohio Board of Building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (E) (1) and (E) 2 of the Ohio Revised Code; and

WHEREAS, Ohio Revised Code Section 3781.10 (E) (7) provides in part:

"Enforcement authority for approval of plans and specifications and enforcement authority for inspections may be exercised, and plans and specifications approved and inspections may be made on behalf of a municipal corporation, township, or county, by any of the following who the board of building standards certifies:

- a. Officers or employees of the municipal corporation, township, or county;
- b. Persons, or employees of persons, firms, or corporations, pursuant to a contract to furnish architectural, engineering, or other services to the municipal corporation, township, or county"; and

WHEREAS, Clayton and NIC desire to enter into a contract for NIC to furnish building, electrical, heating, ventilation, air conditioning and site inspection services to Clayton and for NIC to exercise enforcement authority for plan review and inspections as set forth in this Agreement and to provide enforcement authority through its Certified Inspectors to assure compliance with the adopted Building Code of Clayton; and provide Building Official and Plans Review services to Clayton; and

WHEREAS, the services to be performed by NIC are of a technical, non-competitive and professional nature;

NOW, THEREFORE, Clayton and NIC agree as follows:

1. Clayton agrees that NIC shall exercise enforcement authority for inspections and make inspections on behalf of Clayton and shall review plans

and specifications. Such authority conveyed to NIC by this agreement shall be no more than the authority conveyed to Clayton, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).

2. NIC agrees to exercise enforcement authority for inspections and plan review within Clayton and to make inspections and plan review on behalf of Clayton. No waiver of code requirements shall be issued by NIC. Inspections shall be performed on a daily basis during regular business hours, except for inspections that must be performed during hours of darkness or during commercial "shut-down" conditions. Plan review shall routinely be performed within 48 hours of receipt of plans for the Residential Code of Ohio. Plans to be reviewed under the requirements of the Ohio Building Code will routinely be reviewed within 3 to 7 business days from receipt of plans. Plans are to be submitted to Clayton's office at its address as written above.

3. NIC agrees that inspectors will be available by telephone to respond to citizen queries between 8:00am and 5:00pm, Monday through Friday. All building officials, inspectors and plan reviewers will maintain the relevant state certification as required by law.

4. Clayton has established a statutory permit fee schedule, as enumerated in the ordinances of Clayton. A true copy of said ordinance is appended hereto as Exhibit "A" and incorporated by reference herein. The fee schedule may be changed by mutual consent of Clayton and NIC.

5. Clayton shall pay NIC for services rendered under this agreement, ninety percent (90%) of all fees charged by Clayton pursuant to the aforesaid ordinance (excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards); to be paid to NIC monthly as billed by NIC. Clayton may waive all or part of the fees due by an applicant for a specific permit but such action shall not relieve Clayton of the obligation to pay ninety per cent (90%) of the then published fee schedule to NIC. Collection of the permit fees shall be the sole responsibility of Clayton.

6. NIC agrees to indemnify Clayton for any loss or liability caused by or arising out of action or inaction of NIC or any of its employees taken or required to be taken, which results in a judgement or decision adverse to Clayton under this Agreement. No settlement of any claim arising or allegedly arising out of the aforesaid shall be entered into with an adverse party without the express consent of NIC. NIC shall be entitled to full participation with Clayton in defense of any such claim. NIC further shall be required to carry a policy of general liability insurance with limits not less than \$1,000,000.00 and errors and omission coverage with limits of not less than \$500,000.00, and shall provide

Clayton with certificates evidencing they are an additional insured on said insurance coverages, as well as a certificate evidencing worker's compensation coverage if applicable to Clayton upon request.

7. NIC agrees to submit any dispute regarding the Clayton building code to the duly appointed Appeals Board(s) for final decision and to accept such decision.

8. NIC agrees to furnish the following specific services to Clayton:

a. Examine plans and specifications for proposed work, as required by the Clayton Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by Clayton. Any other fees such as water, sewer, park, playground and other fees required to be collected with the building permit shall be collected by Clayton.

b. NIC shall provide at its expense a toll free telephone number and a "937" area number at its offices and make same available to Clayton, its general public, and all persons or entities having business with Clayton which would be covered by this Agreement.

c. Upon request, advise applicants on Code requirements, but shall not perform design services for the completion of inadequate applications.

d. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such service shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.

e. Prepare permits (Certificates of Plan Approval) and certificates of occupancy/completion when the installed work complies with all applicable building code regulations, ordinances, and statutes.

f. Upon request of the Clayton Law Director, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, NIC shall be paid \$100.00 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.

g. Provide utility companies with certificates of approval when necessary for the release of new services.

h. Provide emergency inspections as necessary at the request of other Clayton Departments for which NIC shall be entitled to charge Clayton \$75.00 per hour, port to port.

9. All documents, including applications, plan review, job progress reports and inspection reports shall remain the property of Clayton.

10. This Agreement shall be effective upon the date of its execution by an authorized official of Clayton and shall continue for a term of three (3) years from the date of execution, with three (3), two (2) year optional renewal periods, however, either party may terminate this Agreement without cause with ninety (90) days notice to the other party after the first year of this Agreement. While this Agreement is in effect and for one year after termination, Clayton will not contract with or offer employment to, nor solicit any employment applications from employees or contractors of NIC who provided services to Clayton under this Agreement.

11. All notices to be given by or to either party to this Agreement shall be sent by U.S. Mail, Certified, return receipt requested to the address as is noted above or as it is duly noticed by either party. All such notices shall be effective as of the date received.

12. This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations to the parties created under this Agreement are performable in Montgomery County, Ohio.

13. This Agreement shall be binding and inure to the benefit of the parties of this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement.

14. If one or more of the provisions contained in this Agreement is held by a Court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

15. This Agreement is the only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

16. This Agreement may not be assigned by either party without express written consent of the other party, which consent may not be unreasonably withheld.

The City of Clayton, Ohio

Date: 11-18-22

BY: 

ITS: City Manager

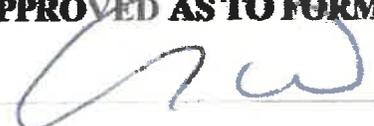
National Inspection Corporation

Date: 11-18-22

BY: 

ITS: PRESIDENT

APPROVED AS TO FORM:



Date: Nov. 18, 2022

Law Director

Clayton
Proposed Fee
Schedule

CLAYTON

Residential Building

Building - 1Fam/2Fam/3Fam - New / Add / Alt / Remodel	\$100.00 plus .25/SF
Accessory structures: Awnings, Decks, Sheds	\$80.00 plus 0.15/SF
Mechanical (HVAC) - New / Add / Remodel	\$80.00 plus .05/SF
Electrical - New / Add / Remodel	\$80.00 plus .05/SF
plan review (1/4 hr increments)	\$60.00
Furnace or A/C Replacement	\$90.00
Heat Pump	\$90.00
Gas Piping	\$75.00
Geothermal trench/pressure test	\$75.00
Electric Generator	\$100.00
Electrical Service Upgrade / Reconnect	\$60.00
Electrical Service Upgrade / Reconnect with Additional Wiring	\$75.00
Swimming Pool / Hut Tub Building & Electric	\$130.00
Electric Vehicle Chargers	\$90.00
Demolition	\$50.00
Industrialized Unit - Foundation Only	\$100.00
Roof Replacement	\$80.00
Temporary Certificate of Occupancy (30 days)	\$150.00
Certificate of Occupancy	\$50.00
Occupying without a Certificate of Occupancy	\$200.00
Permit extension if approved	\$100.00
Copy Plans and Re-stamp	\$80.00
Re-Inspection (Charge for the third and subsequent inspection)	\$50.00
Non-Permit Inspection Request with Report	\$75.00/half hour
Out of Normal Hours Inspection	\$125.00 per hour / 3 hr min
Solar Array	\$90.00 plus 5.50/panel
Solar Array with battery storage	\$120.00 plus 5.50/panel
Temporary Supply (electric)	\$75.00
Temporary Tent 400-699 sq. ft. with sides	\$100.00
Temporary Tent 700 sq. ft. or more with or without sides	\$150.00
Fence over 6 feet tall	\$50.00 + \$0.25 per 10'
Work Without Permit	Fee x2 up to \$3000.00
Change of Building Plans (after approval)	\$75.00 plus additional SF

Applicants covered by this Code will be assessed an additional 1% surcharge fee as mandated by Ohio Administrative Code Section 4101:8-1-03

Residential Code of Ohio Surcharge

Commercial Building

Building	\$220.00 plus \$0.18 per SF
Mechanical	\$220.00 plus \$0.065 per SF
Electrical	\$220.00 plus \$0.065 per SF
Minor Alteration (Per each type of Permit: Building, Electric, HVAC, etc.)	\$90.00 each type
Fire Suppression Systems (all suppressed areas)	\$150.00 plus \$0.65 per SF
Kitchen Exhaust Hood	\$150.00
Hood Suppression System	\$150.00 plus \$60.00 per each
Underground Fire Line	\$150 plus \$0.65 per 10'
Fire Alarm System	\$220.00 plus \$6.00 per device
Plan Review (1/4 hr increments)	\$80.00/hr
Revision to approved plans	\$100.00 plus plan review
Demolition	\$100.00 per structure
Roof Replacements	\$150.00
Storage Rack Systems	\$220.00 plus \$0.15 per SF of floor area
Furnace or A/C Replacement	\$150.00
Geothermal Trench/Pressure Test	\$100.00
Generator	\$100.00
	\$200.00 for the first plus \$150.00 for each additional charger
Electric Vehicle Charging Stations	
Solar Arrays	\$180.00 plus \$5.50 per panel
Solar Array with battery storage	\$250.00 plus \$5.50 per panel
Industrialized Unit	\$220.00 plus \$0.18 per SF
Partial Permit (where granted)	
	Footer/foundation
	shell
	Tenant Finish
Temporary Certificate of Occupancy (30 days)	\$220.00 plus \$0.07 per SF
Certificate of Occupancy	\$220.00 plus \$0.07 per SF
Re-Inspection (Charge for the third and subsequent inspection)	\$220.00 plus \$0.08 per SF
Non-Permit Inspection Request with report	\$250.00
Out of Normal Hours Inspection	\$100.00
Permit extension, if approved	\$90.00
Temporary-Supply (electric)	\$125.00 per hour
Change of Building Plans (after approval)	\$140.00 per hour / 3 hr min
Temporary structures	\$100.00
Temporary Tent 400-699 sq. ft. with sides	\$90.00
Temporary Tent 700 sq. ft. or more with or without sides	\$75.00 plus plan review plus added SF
Awnings	\$150.00
Signs under 30 sf Structural	\$150.00
Signs under 30 sf Electrical	\$150.00
Signs over 30 sf Structural	\$150.00 plus \$0.06 per SF
Signs over 30 sf Electrical	\$100.00
Fence over 6 feet tall	\$75.00
Work without a permit	\$75.00
Gas Piping	\$150.00
	\$80.00 plus \$0.25 per 10'
	Fee x2 up to \$6000.00
	\$100.00 per meter

Applications covered by the OBC will be assessed an additional 3% surcharge fee as mandated by Ohio Administrative

OBC Surcharge