

Sponsor: Manager Rebecca A. Hopkins

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| First Reading: | January 1, 2018 |
| Second Reading: | Suspended, 2018 |
| Third Reading: | Suspended, 2018 |
| Adopted: | January 1, 2018 |

**VILLAGE OF LINCOLN HEIGHTS
HAMILTON COUNTY, OHIO
RESOLUTION NO. 2018-R-5**

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH DONALD R. MERCER TO PERFORM SERVICES OF A BUILDING INSPECTOR AND CHIEF BUILDING OFFICIAL AS AN INDEPENDENT CONTRACTOR

WHEREAS, Pursuant to the Village of Lincoln Heights Code of Ordinances, Title III, Chapter 36, Section 36.02, the Village Manager wishes to employ a Building Inspector, Plans Examiner, and Chief Building Official ("Building Commissioner") on a limited basis and as an independent contractor;

WHEREAS, The Village Manager has reviewed the credentials of Donald R. Mercer and finds that he has the qualifications and certifications to serve as the Building Commissioner for the Village of Lincoln Heights as an independent contractor.

NOW, THEREFORE, BE IT RESOLVED, by the Council for the Village of Lincoln Heights, Hamilton County, Ohio, that:

SECTION I The Village Manager is hereby authorized to execute a contract with Donald R. Mercer to perform the services of a Building Commissioner and to perform code enforcement pursuant to Section 36.02, Chapter 36, Title III, Lincoln Heights Code of Ordinances, as an independent contractor. Said contract shall be in substantially the same form as the contract attached hereto as **Exhibit A** and made a part hereof. Provided, however, that this Resolution shall control in the event of any inconsistencies or ambiguities.

SECTION II The term of the contract shall be year to year, beginning January 1, 2018. Provided, however, that either party may terminate the contract, with or without cause, upon 30 days written notice delivered to the other.

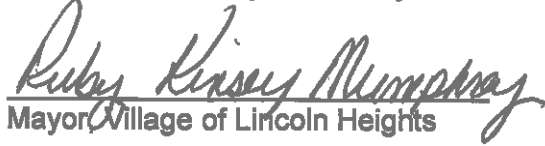
SECTION III The Village of Lincoln Heights will pay Donald R. Mercer for his services as Chief Building Official and Building Inspector the hourly rate of \$40.00, and as Plans Examiner the hourly rate of \$80.00, not to exceed the combined amount of \$18,000.00 per year payable in twelve equal monthly installments.

SECTION IV It is understood that Donald R. Mercer, as an independent contractor, is not entitled to any benefits of a regular or permanent municipal employee, including without limitation Workers' Compensation benefits, and shall be responsible for the expense of his own Workers' Compensation insurance.

SECTION V This Resolution is hereby declared to be an emergency measure necessary for the health, safety and general welfare of the Village of

Lincoln Heights. The reason for said emergency is the need to employ the services of a qualified and certified Building Commissioner.

Passed this 1st day of January, 2018.


Mayor, Village of Lincoln Heights

Attested:


Clerk of Council

RECORD OF VOTES CAST

| | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|---------------------------|------------|-----------|----------------|---------------|
| Phyllis Baber | x | — | — | — |
| Linda Childs-Jeter | x | — | — | — |
| Daronce Daniels | x | — | — | — |
| Kathy A. Goodwin-Williams | x | — | — | — |
| LaVerne Mitchell | x | — | — | — |
| Ruby Kinsey-Mumphrey | x | — | — | — |
| Jeannie Stinson | x | — | — | — |

CERTIFICATION OF PUBLICATION

I hereby certify that I have published the foregoing legislation beginning on January 1, 2018 in accordance with Section 2.12 of the Charter for the Village of Lincoln Heights, Hamilton County, Ohio, by posting a complete copy of the legislation for at least 14 days after its adoption in 5 conspicuous places in the Village, to wit: 1) Healthcare Connection; 2) Seven Hills Seniors; 3) Friendship Plaza; 4) Centennial Apartments; and 5) Oak Park.


Clerk of Council

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

This is a professional services contract ("Agreement") between Donald R. Mercer and Associates, LLC (Contractor) and the Village of Lincoln Heights, Ohio (Village) for the Contractor to provide professional services as Building Official, Plans Examiner and Building Inspector. These services are to be provided in accordance with the requirements of the State of Ohio relative to maintaining the Village's Building Department certification. This Agreement for Professional Services shall be submitted to the Ohio Board of Building Standards for approval. This Agreement for Services does not guarantee or assign any volume of work except as otherwise noted below. However, in no case shall the Contractor be required to provide over 20 hours of work in any given week.

Scope of professional services:

1. Provide professional services for the administration of the Building Department in accordance with the rules of the State of Ohio Board of Building Standards (OBBS), including filing monthly and yearly reports for maintenance of Village Building Department certification. These services include Building Inspection, Plan Examination (under separate contract between Contractor and certified plan examiner) and Building Official oversight.
2. Provide professional Building Inspection, Plan Examination and Building Official services for enforcement of the Village 1, 2 & 3 Family Dwelling Code.
3. Provide professional services to assist in the enforcement of the Village Zoning Code.
4. Provide professional services to assist in the enforcement of the Village Property Maintenance Code.
5. Maintain records, at a location provided by the Village, in conformance with the requirements of the Ohio Board of Building Standards.
6. The Contractor agrees to make himself available at reasonable times, as requested by the Village Manager, to attend meetings.
7. The Contractor agrees to provide timely reports, as requested by the Village Manager, relative to work performed by the Contractor in conformance with this Agreement.
8. The Contractor agrees to provide access to his services at all times during the Village's normal business hours and will provide the Village with a phone number at which Contractor may be contacted during these hours. To reimburse Contractor for this level of service, the Village guarantees the Contractor a minimum of ten hours each month.

The Village agrees that the Contractor controls the methods of work performed under this Agreement. The Contractor will coordinate the work with the Village.

The Village will provide access to any materials, documents, codes, policies and/or procedures and provide assistance as necessary to complete the work described in this Agreement.

The Contractor will provide the services described in this Agreement at the rate of \$40.00 per hour. The Village shall promptly reimburse the Contractor monthly upon submittal of voucher. In the event that contract Plans Examination services are required, the Village shall reimburse the Contractor in the amount of \$80.00 per hour as noted above. The Contractor agrees that billing shall not exceed the amount budgeted for the year 2018.

Amendments to this Agreement shall be in writing with approval by both the Village and the Contractor.

Upon execution by the Village and the Contractor, this Agreement shall become effective January 1, 2018, and will renew on the same date each succeeding year, except that either party, upon 30-day prior written notice, may terminate this Agreement at any time.

Executed this 1st day of January, 2018.

VILLAGE OF LINCOLN HEIGHTS, OHIO

CONTRACTOR

By: Rebecca Hopkins
Rebecca Hopkins, Village Manager

By: Donald R Mercer
Donald R. Mercer, C.B.O; President of
Donald R Mercer and Associates, LLC

Approved as to form:

Deepak K. Desai
Deepak K. Desai, Village Solicitor