

**RESOLUTION NO. 36-2023**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND NATIONAL INSPECTION CORPORATION FOR BUILDING SERVICES.

WHEREAS, the Director of Development has recommended that the City continue to utilize the services of the National Inspection Corporation for building services and Council desires to accept said recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:


SECTION 1: The City Manager is hereby authorized to enter into an agreement with National Inspection Corporation for building services pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: May 13, 2023

ATTEST:

APPROVED:

  
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Clerk of Council

  
\_\_\_\_\_  
Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

The undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

  
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Clerk of Council  
City of Monroe, Ohio

**AGREEMENT**

The City of Monroe, Ohio ("Monroe"), 233 S. Main St., Monroe, Ohio 45050 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 Monroe Building Department has been 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 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.

WHEREAS, Monroe and NIC desire to enter into a contract for NIC to furnish building, electrical, heating, ventilation, air conditioning and site inspection services to Monroe 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 Codes of Monroe; and provide Building Official and Plans Review services to Monroe; and

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

NOW, THEREFORE, Monroe and NIC agree as follows:

1. Monroe agrees that NIC shall exercise enforcement authority for inspections and make inspections on behalf of Monroe and shall review plans and specifications. Such authority conveyed to NIC by this agreement shall be no more than the authority conveyed to Monroe, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10.

2. NIC agrees to exercise enforcement authority for inspections and plan review within Monroe and to make inspections and plan review on behalf of Monroe. 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. Plans are to be

submitted to Monroe's office at the address set forth 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 inspectors and plan reviewers will maintain the relevant state certifications as required by law.

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

5. Monroe shall pay NIC for services rendered seventy percent (70%) of all fees charged by Monroe 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. Monroe may waive all or part of the fees due by an applicant for a specific permit but such action shall not relieve Monroe of the obligation to pay seventy per cent (70%) of the then published fee schedule to NIC. Collection of the permit fees shall be the sole responsibility of Monroe.

6. NIC agrees to hold harmless and indemnify Monroe 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 judgment or decision adverse to Monroe 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 Monroe 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 Monroe with certificates evidencing said insurance coverage, as well as a certificate evidencing worker's compensation coverage, if applicable, to Monroe upon request.

7. NIC agrees to submit any dispute regarding the Monroe Code of Ordinances to the City Law Director for final decision. Disputes pertaining to the building code shall follow the normal adjudication and appeals process.

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

a. Examine plans and specifications for proposed work, as required by the Monroe 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.

b. Provide at its expense a toll free telephone number at its offices or the existing building department telephone number will be rolled over to NIC and make same available to Monroe, its general public, and all persons or entities having business with Monroe which would be covered by this Agreement.

c. Upon request, NIC shall 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 and certificates of approval when the installed work complies with all applicable building code regulations, ordinances, and statutes.

f. Upon request of the Monroe 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 Monroe Departments for which NIC shall be entitled to charge Monroe \$90.00 per hour, port to port.

i. NIC, at no additional cost to the City, may maintain and upgrade permitting software and tracking system that displays current status of permits and/or in a web-based portal. All data contained within the software and tracking system as it relates to the City shall remain the property of the City. In the event the City implements its own software for permits, NIC shall assist in the transfer of the data.

j) NIC shall assist in the preparation of building code related reports and correspondence for various City, State and Federal agencies. Specifically, the Contractor shall provide required OBBS Reports, a detailed monthly listing of permits issued and reports/source documents addressing relevant performance measures such as permit type, inspections conducted, TCO/CofO's issued, permits closed/completed, etc.

k) NIC will be responsible for issuing temporary and permanent certificates of occupancy for distribution by the Development Department.

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

10. This Agreement shall be effective upon the date of its execution by an authorized official of Monroe and shall continue for a term of five (5) years from the date of execution, with one, five (5) year renewal period, however, either party may terminate this Agreement without cause with sixty (60) 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, Monroe will not offer employment to, nor solicit any employment applications from employees or contractors of NIC.

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 Butler 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. If any action at law or inequity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.

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

CITY OF MONROE, OHIO

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William J. Brock, P.E.  
City Manager

NATIONAL INSPECTION CORPORATION

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Andrew McKenzie  
President

APPROVED AS TO FORM

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Law Director

**ORDINANCE NO. 2023-03**

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTIONS 286.08 AND 286.09 OF THE CODIFIED ORDINANCES TO UPDATE THE FEES SET FORTH THEREIN.

WHEREAS, an evaluation of the building and zoning fees of surrounding jurisdictions indicated Monroe was deficient in charging appropriate fees reflective of market conditions for these services.

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

SECTION 1: Section 286.08 of the Codified Ordinances is hereby amended and supplemented to read as follows:

**“286.08. Planning and Zoning Code.**

Fees for applications and requests under the provisions of this Planning and Zoning Code shall be as follows:

**Subdivisions: (Residential and Commercial)**

**A. Minor Subdivision (5 lots and under)**

Site Plan Review	\$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant.
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Amendments to Final Plan (prior to recording of original submission)	50% of original fee and 100% of professional services** shall be payable by applicant
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**B. Major Subdivision (6 lots and above)**

Preliminary Site Plan Review	\$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services** shall be payable by applicant.
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Construction Drawings Review	1.5% of Engineers Estimate
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Bonds (Performance/Maintenance)	Based on Engineers Estimate
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Final Site Plan Review \$200 + \$20/dwelling (includes up to one (1), initial, site plan review and one (1), revision review). Thereafter 100% of professional services\*\* shall be payable by applicant

Amendments to Preliminary or Final (prior to recording of original submission) 50% of original fee and 100% of professional services\*\* shall be payable by applicant

\*\*Professional services may include but are not limited to engineering reviews, inspections, GPS surveying and mapping of improvements, and legal services. Prior to granting final approval, issuing a building permit, and/or granting conditional or final acceptance, all professional service fees incurred to date shall be paid in full. The City will bill the applicant for 100% of the City's actual professional service costs as said fees are incurred.

(1) Administrative appeal to the board of zoning appeals \$100.00

(2) Variance:

Residential/Agricultural \$300.00

Commercial/Industrial/Business park \$500.00

(3) Conditional use \$300.00 (residential and commercial)

(4) Lot consolidation or lot split \$50.00

(5) Zoning review for multi-family dwelling (new construction), per unit \$80.00

(6) Planned Unit Development

Minor Subdivision \$250.00 (Residential and Commercial)

Major Subdivision \$500.00 (Residential and Commercial)

(7) Zoning review for single-family dwelling or addition (new construction) \$100.00

(8) Temporary sign \$30.00

(9) Permanent sign \$75.00

(10) Sign face change \$25.00

(11) Zoning Map and Text Amendment \$500.00 (residential and commercial)

(12) Home occupation (except non-profit organizations, which shall be exempt from a permit fee) \$75.00

(13) Planned Unit Development amendments:

Minor amendment \$250.00

Major amendment \$500.00

(14) Preliminary plat, final plat or plat amendments \$100.00

(15) Accessory use or structure zoning review \$30.00

(16) Site plans:

Application fee \$100.00

Review and inspection fees (based upon estimated real property improvement value, not including land):

\$0 to \$250,000.00 \$200.00

\$250,001.00 to \$500,000.00 \$300.00

\$500,001.00 to \$1,000,000.00 \$500.00

\$1,000,001.00 to \$10,000,000.00 \$600.00

\$10,000,001.00 to \$20,000,000.00 \$800.00

\$20,000,000.00 to \$50,000,000.00 \$1,000.00

\$50,000,001.00 and over

plus \$0.01 per square foot of structure \$2,000.00

(17) Administrative waiver \$50.00

(18) Zoning review for new business/use \$100.00

(19) Street tree planting waiver fee per tree \$600.00

(20) Fence permit \$30.00 (residential and commercial)

(21) Alternative equivalent compliance \$25.00

(22) Public hearing notification Total Actual cost of publication and mailing

(23) Temporary Use \$30.00

(24) Addition/Extension \$100 (residential and commercial)

(25) Demolition

Residential \$50.00

Commercial \$100

(26) Certificate of Zoning Compliance

Residential \$100.00 plus \$0.01 per sq. ft.

Commercial/Industrial \$200.00 plus \$0.01 per sq. ft.

(27) Zoning Verification \$50.00”

SECTION 2: Section 286.09 of the Codified Ordinances is hereby amended and supplemented to read as follows:

**“286.09. Building permit fees.**

- (a) One-, Two- and Three-Family Residential Building permit applications shall be accompanied by a fee of \$260.00.



- (b) Residential building permit applications (other than (a) above) shall be accompanied by a fee of \$100.00.
- (c) Commercial building permit applications shall be accompanied by a fee of \$500.00.
- (d) The commercial building plan and inspection fee scheduled shall be based upon the following schedule:

Commercial and industrial buildings (OBC)		
Minimum building fee		\$500.00
Use groups A-Assembly, B-Business, E-Education, I-Institutional, M-Mercantile and R-Residential (excluding 1, 2 and 3 family structures) per the Ohio Building Code		
Structural fees:		
New construction/addition	multiply the sq. ft. times	\$0.45
Or, partial permits:		
Footing/foundation	multiply the sq. ft. times	\$0.15
Shell	multiply the sq. ft. times	\$0.15
Interior finish	multiply the sq. ft. times	\$0.20
Use groups F-Factory, H-High Hazard, S-Storage and U-Utility/Miscellaneous Per Ohio Building Code		
Structural Fees:		
New construction/addition	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.25
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.17
Or partial permits:		
Footing/foundation	multiply the sq. ft. (up to 100,000 sq. ft.) times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Shell	multiply the sq. ft. times	\$0.15
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.12
Interior finish	multiply the sq. ft. of finished area times	\$0.07
Multiply sq. ft. of the portion of building over 100,000 sq. ft.		\$0.07
Warehouses without changes after shell approval		\$500.00 + plan review fee
Electrical fees: minimum base fee		\$225.00 plus \$6.00 per 100 sq. ft. of total floor area
Mechanical fees: Use groups A.B.E.I.M.R. minimum base fee		\$225.00 plus \$4.50 per 100 sq. ft. of total floor area
For Use Groups F, H, S, U,		\$225.00 plus \$200.00 per

		unit (no duct work)
If adding duct work to existing shell approval		\$225.00 plus \$2.50 per sq. ft. of duct work
Fire suppression fees: minimum base fee		\$225.00 plus \$6.00 per 100 sq. ft. of total floor area
Fire alarm fee: minimum base fee		\$225.00 plus \$4.50 per device
Minor alteration: per each type of permit		\$80.00 (Bldg, Elec, HVAC, Gas, Fire Protection)
Permanent signs: under 30 sq. ft.	structural	\$80.00
	electrical	\$80.00
Over 30 sq. ft.	structural	\$170.00
	electrical	\$170.00
Demolition permit: per building		\$100.00
Unspecified permit fee—For any permit type, not specifically listed in this fee schedule, the fee shall be calculated to the most similar permit type at the discretion of the Building Official.		
Special inspection		\$100.00
Re-inspection fee		\$100.00
Permit renewal fee		\$100.00
Certificate of occupancy		\$250.00
Temporary certificate of occupancy		\$500.00
Occupying without certificate of occupancy		\$500.00
Commercial plan review fees: per hour		\$80.00
Commercial revision fee (base fee plus plan review fees)		\$150.00
Starting work without permits		\$200.00 or double the fees, whichever is greater.
Board assessment		
Pursuant to Ohio R.C. 3781.102(F)(1) an assessment equal to three (3) percent of those fees imposed for plans and specifications and inspection approvals in connection with non-residential buildings shall be collected and remitted to the Ohio Board of Building Standards.		

- (e) The residential building plan and inspection fees shall be based upon the following schedule:

Residential One, Two and Three Family Buildings (RCO):	
Building fees:	
Base fee—New homes, additions and alterations	\$100.00 plus \$0.35 per sq. ft.
Electric fees:	
Base fee:	\$100.00 plus \$0.05 per sq. ft.
Construction temporary	\$100.00
Service entrance only	\$45.00
Service and additional wiring	\$85.00
Out building	\$50.00
Out building with service	\$100.00
Special inspection	\$75.00
Heating and cooling	\$45.00
Heating/cooling with circuit wiring (HVAC)	\$55.00
Re-inspection	\$50.00
Swimming pool	\$90.00
Electric Vehicle Chargers	\$90.00
Generator	\$100.00
Solar Array (Bldg. and Electric)	\$90.00 plus \$5.50 per panel
Solar Array with Battery Storage	\$120.00 plus \$5.50 per panel
Mechanical (HVAC) Fees:	
Base fee: new, addition, remodel	\$80.00 plus \$0.05 per sq. ft.
Each additional unit	\$40.00
Duct extension only	\$50.00
Replacement heating and A/C (combined)	\$100.00
Replacement heating or A/C	\$70.00
Gas piping inspection	\$60.00
Accessory structure fees:	
120 sq. ft. or less	No permit required
121 sq. ft. or greater	\$100 + \$0.25 per sq. ft.
Decks	\$80.00 + \$0.25 per sq. ft.

Swimming pools	\$100.00
Demolition permit:	
Per building	\$75.00
Administrative fees:	
Permit renewal fee	\$100.00
Re-inspection fee (3 <sup>rd</sup> and subsequent)	\$90.00
Special inspection	\$75.00
Residential revision fee	\$150.00
Minor revision	\$80.00
Certificate of occupancy	\$100.00
Copy set of residential plans/re-stamp plans	Actual Cost
Occupying without certificate of occupancy	\$500.00
Missed inspection	\$150.00
Temporary certificate of occupancy (30 days)	\$125.00
Starting work without permits	\$100.00 or double the fees, whichever is greater.
Non-permit inspection request	\$80.00
Temporary Tent 400-699 sq. ft with sides	\$80.00 plus 0.15 per sq. ft.
Temporary Tent 700 sq. ft or more with or without sides	\$80.00 plus 0.12 per sq. ft.
Fence over six feet tall	\$75.00
Change of building plans (after approval)	\$75.00 plus 65.00 per hour (1/4-hour increments) plus additional sq footage if applicable
Board assessment	
Pursuant to Ohio R.C. 3781.102(F)(2) an assessment equal to one (1) percent of those fees imposed for plans and specifications and inspection approvals in connection with residential buildings shall be collected and remitted to the Ohio Board of Building Standards.	

(f) Special building permit fees.

- (1) A fee of \$754.58 per single-family residence will be charged at the time a new building permit is issued. This is to be a one-time fee charged only on the initial permit for the dwelling.
- (2) A fee of \$754.58 per individual family unit will be charged on all building permits for new multi-family construction.
- (3) A fee of \$754.58 will be charged on each commercial and industrial building permit at the time of issuance. This fee will be charged only once for each structure.

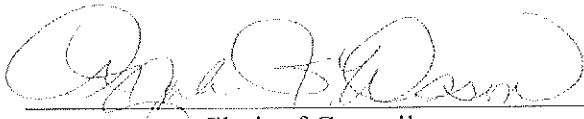
Effective January 1, 2009, and every January 1 thereafter, the fees required in division (a) of this section shall be increased by the annual CPI-U inflationary index as published by The United States Bureau of Labor Statistics.”

SECTION 3: This measure shall take effect and be in full force at the earliest period allowed by law.

PASSED: January 24, 2023

ATTEST:

APPROVED:


  
Clerk of Council

  
Mayor

First Reading: January 10, 2023

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

“I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

  
Clerk of Council  
City of Monroe, Ohio