

ORDINANCE NO. 5- 2024

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A BUILDING CODE ENFORCEMENT AGREEMENT WITH THE BOARD OF LAKE COUNTY COMMISSIONERS, AND DECLARING AN EMERGENCY.

WHEREAS, the Village requires administration and enforcement of State residential and non-residential building codes; and

WHEREAS, the Lake County Building Department was established pursuant Ohio Revised Code § 307.38 and is qualified and able to provide such services; and

WHEREAS, division (B) of § 307.38 permits a Board of County Commissioners and municipal corporation to enter into an agreement permitting enforcement of State residential and non-residential building codes by one entity in the jurisdiction of the other; and

WHEREAS, the Board of Lake County Commissioners has offered to provide such services by and through its Building Department per the terms and conditions set forth in the "Building Code Enforcement Agreement" attached hereto as Exhibit "1" and the Council desires to accept said services upon these proposed terms and conditions.

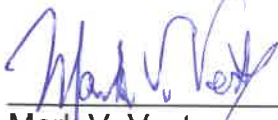
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

SECTION 1. The "Building Code Enforcement Agreement" attached hereto as Exhibit "1" is hereby accepted and approved and the Mayor is hereby authorized to execute said agreement on behalf of the Village.

SECTION 2. To the greatest extent permitted by law, throughout the term of the agreement the officers, employees and agents of the Lake County Building Department are and shall be empowered to carry out all administration and enforcement within the Village of Madison of State residential and non-residential building codes, inclusive of charging all applicable fees, expenses and other charges in conformity with its then currently adopted fee schedule.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety of the inhabitants of this Village and further to immediately provide for the administration and enforcement of State residential and non-residential building codes; wherefore, this Ordinance shall take effect and be in force from and immediately upon its passage.



Mark V. Vest,
President of Council

PASSED: 2-26-2024

Attested:



Kristie M. Crockett,
Fiscal Officer / Clerk of Council

Approved:



Sam Britton, Jr.
Mayor

2/26/24
Date

BUILDING CODE ENFORCEMENT AGREEMENT

This Agreement is entered into by and between the Board of Commissioners of Lake County, Ohio (“Lake County”), on behalf of its Building Department, located at 105 Main Street, Painesville, Ohio 44077, and the Village of Madison (“Municipal Corporation”), located at 33 East Main Street, Madison, Ohio 44057, individually referred to as “party” and collectively as “parties.”

In consideration of the mutual covenants contained in this Agreement, Lake County and Municipal Corporation each warrant that they have the authority to enter into this Agreement and agree as follows:

SECTION I. AGREEMENT

Pursuant to the authority provided in R.C. 307.38, Lake County, by and through its Building Department, agrees to administer and enforce the state building codes as applicable within the jurisdiction of Municipal Corporation in accordance with R.C. 307.38 and R.C. Chapter 3781.

SECTION II. SERVICES

Lake County, by and through its Building Department, will:

- A. Administer and enforce the state residential and nonresidential building codes within the jurisdiction of Municipal Corporation. Lake County shall be responsible for obtaining all certifications required by law to carry out such enforcements.
- B. Issue approvals pursuant to the applicable building code provided that all requirements of the applicable building code, have been complied with, and a valid zoning permit, conditional use permit, or variance, as applicable, has been received.
- C. Charge the applicable fee for services based on the then-current and properly adopted fee schedule to the applicant/customer.

SECTION III. TERM AND TERMINATION

- A. This Agreement shall be effective as of January 1, 2024 (the “Effective Date”), and shall be continuing in nature until terminated.
- B. Either Party may terminate this Agreement for any reason upon at least thirty (30) days’ written notice to the other party. Lake County shall be responsible for providing services pursuant to this Agreement up to the termination date.

SECTION IV. EMPLOYMENT AND INSURANCE

All Building Department staff shall at all times be considered an employee of Lake County, and subject to the direction and control of Lake County. Lake County is responsible for providing insurance coverage for Building Department staff performing services per this Agreement,

including automobile and health insurance, workers' compensation, unemployment compensation, and/or OPERS benefits, and Municipal Corporation shall have no responsibility in this regard.

SECTION V. OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Building Department and/or Lake County pursuant to this Agreement shall be and remain records of Lake County. However, Municipal Corporation may make a request for copies of records, which are not otherwise exempt from disclosure, at any time and Lake County shall have a reasonable amount of time to provide such copies.

SECTION VI. NO PARTNERSHIP

No partnership, employment relationship, joint venture, association, or other relationship between Lake County and Municipal Corporation shall be considered to be created by virtue of this Agreement or any services rendered in accordance with this Agreement.

SECTION VII. LIABILITY

Each party agrees to be solely liable for any negligent acts or omissions by or through itself, its agents, and employees arising out of this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

SECTION VIII. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties, and terminates all prior agreements, written or oral, between the parties concerning the same services as of its Effective Date. Any amendment to this Agreement shall be in writing and signed by both parties.

SECTION IX. HEADINGS

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XI. COMPLIANCE WITH LAW

Lake County agrees to comply with all applicable laws, codes, regulations, and ordinances in the provision of the services agreed to herein.

SECTION XII. NOTICES

A party giving notice as provided for by this Agreement shall send such notice by United States Postal Service, certified mail, return receipt requested, to the attention and address of the other party which is set forth below, or to such other address as the party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the United States Postal Service in the event the receipt is not returned.

As to Lake County:

Jason Boyd
County Administrator
105 Main Street
Painesville, OH 44077

As to Municipal Corporation:

Name: Sam Britton, Jr.
Title: Mayor
Address: 33 E. Main Street
Madison, Ohio 44057

THIS AGREEMENT is executed by the parties signing below, who each warrant that they have the authority to enter into this Agreement:

VILLAGE OF MADISON

**LAKE COUNTY BOARD OF
COMMISSIONERS**

Name: _____

Title: _____

Date: _____

Jason Boyd

Lake County Administrator

Date: _____

Approved as to form: _____

Approved as to form: _____

Legal Counsel

Lake County Prosecutor