



## LEGISLATIVE COVER MEMO

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**Introduction:** July 7, 2025

**Agenda Item:** **Resolution 2025-37**

AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH THE WARREN COUNTY BUILDING DEPARTMENT FOR BUILDING CODE ENFORCEMENT SERVICES

**Submitted by:** Jonathan Westendorf, City Manager

**Scope/Description:** The Warren County Building Department currently performs the City's Building Code review, inspection and enforcement services. The previous contract has expired. The City and County would like to enter into a new contract for the County's performance of the same Building Code services for the City.

**Budget Impact:** The County receives a percentage of building permit fees collected by the City as compensation for its Building Code services.

**Exhibits:** Exhibit A: Agreement

**Recommendation:** Approval.

CITY OF FRANKLIN, OHIO  
RESOLUTION 2025-37

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH THE WARREN COUNTY BUILDING  
DEPARTMENT FOR BUILDING CODE ENFORCEMENT SERVICES**

WHEREAS, the City's Building Code provides:

**1311.01 Composition; Compensation**

1. The Division of Building and Zoning shall consist of a Chief Building Official, who shall be certified by the State and who shall be appointed by the City Manager, and such other employees as are appointed by the City Manager with the approval of the Chief Building Official;

WHEREAS, the City Manager desires to appoint the Warren County Building Department, upon the concurrence of this Council, as Chief Building Official to provide building permit processing and inspection scheduling, building inspection, plan review, and other Building Official services as delineated in the Professional Service Agreement attached as Exhibit A to this Resolution; and

WHEREAS, the City is authorized to enter into a Professional Service Agreement with Warren County pursuant to 5.04(j) of the City of Franklin Charter.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of Council Members present concurring, that:

Section 1. Council hereby authorizes the City Manager to appoint the Warren County Building Department as Chief Building Official. The City Manager is further authorized to execute, on behalf of the City, a Professional Services Agreement with Warren County governing its appointment and duties as the Chief Building Official, in substantially the same form as the attached Exhibit A.

Section 2. Council hereby authorizes the City Manager to execute any other documentation, and take any other action, necessary to effectuate the intent of this Resolution.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 7, 2025

ATTEST: \_\_\_\_\_  
Khristi Dunn, Clerk of Council

APPROVED: \_\_\_\_\_  
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on July 7, 2025.

\_\_\_\_\_  
Khristi Dunn, Clerk of Council

**Professional Services Contract for Building Code Enforcement  
between the  
City of Franklin, Ohio, and Warren County Board of Commissioners**

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This Professional Services Contract (the Agreement) is made by and between the CITY OF Franklin, an Ohio municipal corporation, whose mailing address is 1 Benjamin Franklin Way, Franklin, Ohio 45005 (the “CITY”) and the WARREN COUNTY BOARD OF COMMISSIONERS, an Ohio county and political subdivision, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the “COUNTY”):

1. **Professional Services:** The COUNTY agrees to perform professional services as outlined in Appendix A (Scope of Services) attached hereto and made a part hereof.
2. **Terms:** The performance of professional services by the COUNTY shall commence upon the effective date of this agreement. The effective date of the Agreement shall be upon the CITY having fully complied with the second sentence of paragraph 4; paragraph 6; and, all parties have adopted authorizing legislation and have executed this Agreement pursuant thereto. All terms of the Agreement shall remain in force and effect unless and until such time that either party terminates the Agreement as provided in Section 7 hereinafter.
3. **Compensation:** The CITY agrees to compensate COUNTY in accordance with the terms and conditions set forth in Appendix B (Compensation).
4. **Responsibilities of the CITY:** If the services performed by the COUNTY are dependent upon the CITY furnishing data or other information to the COUNTY, all such data, information, reports, and other material as are existing, available, and necessary for the carrying out of the work shall be furnished to the COUNTY without charge by the CITY, and the CITY shall cooperate with the COUNTY in every way possible in carrying out the professional services. The CITY must provide the COUNTY a copy of all its certifications from the Ohio Board of Building Standards empowering the CITY to enforce, or contract to enforce, the Ohio Residential Code (OAC 4101:8) and the Ohio Building Code (OAC 4101:1).
5. **Personnel:** The COUNTY represents that it currently employs all personnel required in performing the services under the Agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with, the CITY.
6. **Insurance:** The CITY shall provide COUNTY with a Certificate of Insurance (or other documentation satisfactory to the COUNTY) that the CITY has in effect, without interruption, during the term of this Agreement, a policy of general commercial liability insurance or the equivalent thereof that names the COUNTY and its elected officials and employees as additional insureds relating to the scope of services of this Agreement. The Certificate of Insurance shall further require the COUNTY be given advance notice at the address in the introductory paragraph in the event of termination of such policy during the term of this Agreement. The CITY’S insurance coverage shall be the primary liability coverage and the COUNTY’s self-insured pooled coverage shall be secondary. The COUNTY is self-insured for Worker’s Compensation and its employees shall be covered under the COUNTY’S worker’s compensation coverage.
7. **Termination of Contract:** The Agreement may be terminated by either party, without cause, which shall be evidenced by receipt of a thirty (30) day prior written notice from the other party of its intent to terminate, and upon expiration of the thirty (30) days the Agreement shall be terminated.

8. **Waivers or Revisions:** To be valid, any waiver, amendment, or revision of any portion of this Agreement shall be in writing and shall not take effect until signed by the duly authorized representatives of both the CITY and the COUNTY.
9. **Computerized Records:** Upon request, and to the extent the COUNTY's software program can generate such reports, the COUNTY shall furnish the CITY such reports as requested pertaining to the services undertaken pursuant to this Agreement. All records produced for the purpose provided herein will remain a part of the COUNTY archives, subject to the COUNTY's records retention schedule, and shall be considered public records unless an express exception or exemption provided by state or federal law applies.
10. **Authority:** The CITY and the COUNTY have each authorized and directed their undersigned representative to enter into this Agreement, and any addendums thereto, by and through their respective legislative authorities in accordance with Ordinance/Resolution No. \_\_\_\_\_ adopted by the Franklin City Council on \_\_\_\_\_, 20\_\_, and Resolution No. \_\_\_\_\_ adopted by the Warren County Board of Commissioners on \_\_\_\_\_, 20\_\_.
11. **Governing Law and Venue.** This Agreement shall be construed under the laws of the State of Ohio regardless of choice of law rules. The parties irrevocably agree to the venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement or related thereto being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to private mediation), and each party waives any right to bring or remove such matters in or to any other state or federal court. In the event any party breaches this provision, the non-breaching party shall be entitled to recover its costs and expenses, including reasonable attorney fees, to remove an action to the Warren County, Ohio Court of Common Pleas.
12. **SEVERABILITY.** In the event that any provision of this Agreement is declared or determined to be unlawful, invalid, or otherwise unenforceable, such declaration shall not affect, in any manner, the legality of the remaining provisions and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

**IN EXECUTION THEREOF**, the parties have caused this Agreement to be duly executed by their duly authorized representatives, all as of the day and year written herein as the date of execution.

**City of Franklin**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Solicitor/Law Director

\_\_\_\_\_  
Date

**Warren County Board of Commissioners**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant Warren County Prosecutor

\_\_\_\_\_  
Date

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**APPENDIX A: SCOPE OF SERVICES**

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The COUNTY shall, per the attached Agreement, perform the following professional services for the CITY:

**SEE ATTACHED APPENDIX A**

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**APPENDIX B: COMPENSATION**

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The compensation for the services rendered in the attached Agreement shall be as follows:

**SEE ATTACHED APPENDIX B**

## **APPENDIX A**

1. The CITY agrees that the COUNTY shall exercise enforcement authority for inspections and make inspections on behalf of the CITY of Franklin, Ohio and shall review plans and specifications. Such authority conveyed to the COUNTY by this agreement shall be no more than the authority conveyed to the CITY of Franklin, Ohio by its Building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. The COUNTY agrees to exercise enforcement authority for inspections and plan review within the CITY of Franklin, Ohio and to make inspections and plan review on behalf of the CITY of Franklin, Ohio. No waiver of code requirements shall be issued by the COUNTY. 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 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 7 to 10 business days from receipt of plans but never longer than 30 days as required by code. Failure to render services in compliance with the Ohio Building Code will result in non-payment to the COUNTY. Plans are to be submitted to the CITY of Franklin, Building and Zoning Office at it’s address as identified above.
3. The COUNTY agrees that inspectors will be available by telephone to respond to citizen queries between 7am and 8am Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. The CITY has established a statutory building permit fee schedule, as enumerated in the ordinances of the CITY of Franklin, Ohio. The fee schedule may be changed upon approval by the CITY of Franklin Council members. A substantial reduction in building permit fees may be cause for the COUNTY to terminate the agreement. The COUNTY agrees to submit any dispute regarding the CITY of Franklin, Ohio Building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. The COUNTY agrees to furnish the following specific services to the CITY of Franklin, Ohio:
  - a. Examine plans and specifications for proposed work, as required by the CITY of Franklin, Ohio Building Code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical, accessibility, fire 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 the CITY of Franklin, Ohio. The COUNTY will not knowingly issue any building permit until a zoning certificate has been approved.

- b. The CITY shall process all building permits and appropriate fees at their location and shall pay the COUNTY based upon the agreed-upon fee as outlined in this agreement on a monthly basis.
- c. Upon request, the COUNTY will 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 services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
- e. Upon request of the CITY, 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, the COUNTY shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- f. Provide emergency inspections after normal working hours at a minimum rate of four (4) hours call out (at inspector's pay rate) plus \$50 per hour for residential and \$100.00 per hour for commercial inspections.
- g. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of the CITY of Franklin, Ohio.
- h. Service as the Building Official for the CITY of Franklin, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by CITY of Franklin, Ohio.



## **APPENDIX B**

CITY shall pay the COUNTY for services rendered in the amount of seventy-five percent (75%) of all building permit fees collected, as outlined in the CITY OF FRANKLIN, Ohio Code of Ordinances, charged by the CITY (excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards.) The CITY may waive all or part of the fees due by an application for a specific permit, but such action shall not relieve the CITY of the obligation to pay seventy five percent (75%) of the then published fee schedule to the COUNTY; provided, the Parties agree that no permit fee shall apply to any CITY OF FRANKLIN projects, and the CITY shall not be required to pay any fees to the COUNTY hereunder with respect to CITY OF FRANKLIN projects. Collection of the permit fees shall be the sole responsibility of the CITY.

The CITY will also pay a one-time fee annually of \$4,000.00 to the COUNTY for Commercial Plan Review services.