

ORDINANCE NO.	<u>2025-31</u>	FIRST READING	<u>May 27, 2025</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>RUTH CAVANAGH</u>	THIRD READING	<u>WAIVED</u>

**ORDINANCE APPROVING THE AGREEMENT BY AND BETWEEN THE VILLAGE OF SOUTH RUSSELL AND DAGG INSPECTIONS SERVICES, LLC FOR PROFESSIONAL, CERTIFIED BUILDING INSPECTION SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE OF SOUTH RUSSELL, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of South Russell and Dagg Inspections Services, LLC want to continue a previous relationship for professional building inspection services through new contractual terms beginning MAY 27, 2025, as provided in the Agreement Between the Village of South Russell and Dagg Inspections Services, LLC ("2025 Agreement"), attached hereto and incorporated herein by reference as **Exhibit A**.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The 2025 Agreement, attached hereto and incorporated herein as **Exhibit A**, is hereby approved.

**SECTION 2.** The Mayor is hereby authorized to execute the 2025 Agreement on behalf of the Village of South Russell.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to allow the 2025 Service Agreement to take effect as soon as possible; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

  
\_\_\_\_\_  
Mayor - President of Council

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

I certify that Ordinance No. 2025-31 was duly enacted on the 27<sup>th</sup> day of MAY, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer

**AGREEMENT**

By and between  
The Village of South Russell  
And  
Dagg Inspection Services, LLC

This Agreement is made as of this 27<sup>th</sup> day of MAY, 2025, between The Village of South Russell as a municipal corporation organized and existing under the Constitution and laws of the state of Ohio, and Dagg Inspection Services, LLC ("Contractor"), whose primary office is located at 8370 Cloveridge Rd, Russell Ohio, for the delivery of professional, certified building inspection services, the Village and Contractor jointly referred to as the "Parties" or each separately as a "Party"

**WITNESSETH;**

**IN CONSIDERATION** of the mutual covenants hereinafter contained and the mutual benefit to be derived by the parties from the performance hereof, the Parties herein agree as follows:

**SERVICES**

The Village of South Russell agrees to retain Dagg Inspections Services, LLC, to perform professional services as required by the Village in the capacity of Building Inspector, Electrical Inspector, and Zoning Inspector. All personnel performing services for the Village under this Agreement shall be licensed by the State of Ohio to serve as, Building Inspector, Electrical Inspector, and Zoning Inspector as the context of the work requires, and shall maintain such licensure throughout the term of this Agreement. Dagg Inspection Services, LLC agrees that he may be identified as the Village's backup building inspector, backup electrical inspector, and Zoning Inspector in the Village's submissions to the State of Ohio.

**TERM**

The term of this Agreement shall commence of the first day of the first month after the date first written above and shall terminate at the close of business on the last day of the twelfth month of the term of the Agreement. This Agreement may be renewed only upon written consent of both the Village and Dagg Inspection Services, LLC. Either party may terminate this Agreement without cause upon 30 days written notice to the other.

**FEE**

**Retainer:** On the first day of each month in the Agreement term, the Village of South Russell will pay a retainer fee of \$125.00 per month to Dagg Inspections Services, LLC. In exchange for said fee, Dagg Inspection Services, LLC, will be listed as a back-up building inspector, back-up electrical inspector ,and back-up zoning inspector.

**Inspections:** A charge of \$75.00 per inspection within the Village will be charged. Multiple inspections performed at the same house, condominium unit, apartment unit or business will be charged as one (1) inspection.

**Billing and Payment:** Dagg Inspection Services, LLC shall invoice the Village on the first day of each month for services rendered in the prior month. The Village will endeavor to submit payment in full within 30 days. However, the Village will not be liable for late fees, penalties or interest. All payments, in satisfaction of monthly invoices shall be made to: Dagg Inspection Services, LLC located at 8370 Cloveridge Rd, Russell , Ohio 44022.

**INSURANCE**

Dagg Inspection Services, LLC shall maintain the following coverage at his own expense throughout the term of this Agreement: 1) Errors and Omissions liability coverage with liability limits of \$1,000,000.00 and 2) Personal injury, bodily injury and property damage liability insurance, including automobile coverage, with liability limits of at least \$1,000,000.00 per occurrence. Upon request, certificates of insurance will be provided to the City.

**WORKER'S COMPENSATION INSURANCE**

In the event Dagg Inspection Services, LLC employs any persons, they shall comply with all State of Ohio requirements for Workers Compensation Insurance.

**TAXES**

The Village is a tax-exempt public agency. No transactional taxes of any sort will be added to invoices presented to the Village. The Village shall have the right to deduct any such taxes from payments made on any invoice.

**ASSIGNMENT**

Neither this Agreement nor the work or rights established hereunder shall be sold, subcontracted, assigned, transferred, pledged or hypothecated in any manner without the express written consent of the Village of South Russell.

**POLITICAL CONTRIBUTIONS**

Dagg Inspection Services, LLC, materially represents that no prohibited entity has, within the previous two calendar years, made one or more contributions totaling in excess of \$1,000.00 to the Mayor of South Russell or the Mayor's campaign committee. For the purposes of this section, if the contractor is an individual, the prohibited entity includes the individual and his or her spouse. If the contractor is a partnership limited liability company or association (including, without limitation, a professional association organized under Chapter 1785 of the Revised Code), estate, or trust, then the prohibited entity includes any member, partner, shareholder, administrator, executors, or trustee or the spouse of any of them. If the contractor is a corporation or business trust (except a professional association organized under Chapter 1785 of the Revised Code, then the prohibited entity includes an owner of more than twenty percent (20%) of the corporation or business trust or the spouse of that person.

**FINDINGS FOR RECOVERY**

Dagg Inspection Services, LLC materially represents that he is not subject to an unresolved finding for recovery of public money issued by the State Auditor under Section 9.24 of the Revised Code or, if subject to such a finding, it has taken the appropriate remedial steps required under said section to qualify to hold a public contract, or otherwise does qualify under said section to hold a public contract.

**FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS**

The maximum amount of money lawfully appropriated to payment of the contractor's invoices under this Agreement is set forth in the Fiscal Officer's Certification of Available Funds, appended to this Agreement. No officer, employee or agent of the Village is authorized to commit the Village to payment of money in excess of the certified amount, whether by change order, adjustment of quantities, or otherwise, unless a revised certificate of available funds is provided. It is the contractor's sole obligation to ensure that uncompensated work is not undertaken.

IN WITNESS WHEREOF, the Mayor, on behalf of the Village of South Russell, and Dagg Inspection Services, LLC. By its duly authorized, have executed this Agreement this day 27 of May 2025.

Village of South Russell.

Dagg Inspection Services, LLC

BY: William G. Kone

BY: \_\_\_\_\_

**CERTIFICATE OF FISCAL OFFICER – FISCAL YEAR 2025.**

I hereby certify that the amount of \$ 7,000 required to meet the foregoing contract, agreement or obligation which will accrue during the present fiscal year has been lawfully appropriated, authorized or directed for such purposes, and is in the Village treasury, or in the process of collection to the credit of the fund, free from any outstanding obligation.

5-28-25

DATE

Danielle Romanowski

VILLAGE FISCAL OFFICER