

First Reading: October 23, 2007
Second Reading: Dispensed
Third Reading: Dispensed

RESOLUTION NO. 2007 - 32

A RESOLUTION APPROVING A CONTRACT WITH MICHAEL R. SPRY FOR PROFESSIONAL SERVICES, DISPENSING WITH THE SECOND AND THIRD READINGS, AND DECLARING AN EMERGENCY

WHEREAS, the Council of the Village of Newtown is desirous of hiring Michael R. Spry as Building Commission for the Village;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Newtown, State of Ohio:

SECTION 1. The attached Independent Contractor Agreement between the Village of Newtown, Ohio and Michael R. Spry for services as Village Building Commissioner is accepted and approved and the Mayor and Fiscal Officer of the Village of Newtown are authorized and directed to execute this proposal and take whatever additional action may be necessary to implement this proposal for the benefit of the Village.

SECTION 2. The Council of the Village of Newtown, by at least a three-fourths vote of all of its members, dispenses with the requirement that this Resolution be read on three separate days and authorizes its passage upon one reading

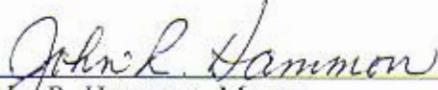
SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety, and welfare of the Village and shall take effect immediately upon passage. The reason for the emergency is to provide for the appointment of a Building Commission by November 1, 2007.

VOTE RECORD:

Mr. Cosby YES Mr. Evans YES Ms. Hueber YES

Mr. Kobasuk YES Ms. McCarthy YES Mr. Puskamp YES

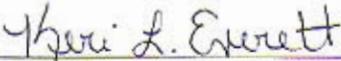
PASSED this 23rd day of October, 2007.



John R. Hammon, Mayor
Village of Newtown, Ohio

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Village of Newtown Fiscal Officer, this 23rd day of October, 2007.



Keri L. Everett, Fiscal Officer
Village of Newtown, Ohio

APPROVED AS TO FORM:



R. Douglas Miller, Solicitor
Village of Newtown, Ohio

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is effective the 1st day of November, 2007, between the Village of Newtown, Ohio, an Ohio Municipal Corporation, 3536 Church Street, Newtown, Ohio 45244, hereinafter referred to as the "Village", and Michael R. Spry of MTS Construction, 9720 Monroe Avenue, Cincinnati, Ohio, 45242 hereinafter referred to as "Spry".

1. The Village agrees to hire Spry as an Independent Contractor to fill the position of Building Commissioner.
2. The effective term of this Agreement shall begin on November 1, 2007 and shall continue until October 31, 2008, at which it shall terminate, unless sooner terminated as provided herein.
3. The duties of Spry while acting as Building Commissioner for the Village shall be as follows:
 - A.) Review and approve Zoning and Building Permit applications for all residential projects within the Village of Newtown.
 - B.) Review and approve Zoning applications for all commercial projects within the Village of Newtown. Building permits for commercial projects shall be reviewed by the Hamilton County Department of Building and Inspections
 - C.) Make periodic inspections of commercial zoning projects and residential construction.
 - D.) Provide inspection and resolution recommendations of Zoning and Building code violations, including citation to court.
 - E.) Develop a Department schedule and tracking system to facilitate timely review of all applications.
 - F.) Attend regular Zoning Board of Appeals, Planning Commission meetings and other meetings as directed by the Village Council.
 - G.) Submit a monthly Commerce Report to Council.
 - H.) File monthly Census and annual FEMA reports.
 - I.) Administer the Village Community Reinvestment Area Program.
 - J.) Maintain certification as a Residential Building Official and Inspector in the State of Ohio.
 - K.) Maintain a certificate for the Village as a Residential Building Department through the Ohio Department of Building Standards.
 - L.) Submit and file the monthly Assessment report to the Board of Building Standards.
4. Spry shall devote ample time to the Village to insure that these services are provided in a timely manner, but in no event shall Spry, or a qualified employee of MTS Construction, devote less than an average of ten hours per week, which shall include time spent outside the Village on Village business.
5. Spry will be compensated for his services as an Independent

Contractor at an annual contract amount of \$26,000.00 payable in monthly installments of \$2,166.66 for the period November 1, 2007 through October 31, 2008. As an Independent Contractor, Spry shall be responsible for payment of all federal, state and local taxes of whatever nature, including all Social Security, Medicare, self-employment and any unemployment taxes, if applicable, as well as maintaining all of his insurance including workers compensation. Spry shall submit proof of his coverage under workers compensation laws to the Village. Spry shall be reimbursed for all actual out-of-pocket costs incurred that are approved in advance by the Mayor or Village Council.

6. Spry shall submit monthly invoices to the Village which shall be paid within fifteen (15) days from the date of the regular Village Council meeting at which the invoice is presented.

7. Any complaints regarding Spry received by a Village official shall be reported to Spry within twenty (20) days of receipt.

8. This Agreement may be cancelable by either party for any reason by giving the other party ninety (90) days prior written notice. This Agreement shall be cancelable immediately by the Village for cause; cause being defined as the misfeasance, malfeasance and/or nonfeasance on the part of Spry in carrying out the duties of the office of the Building Commissioner.

9. The Village agrees that Spry shall be indemnified as any other Village employee under Ohio law against all claims made against him while carrying out the official duties of the Building Commissioner.

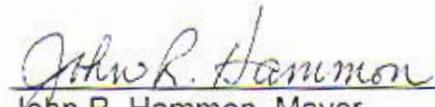
10. This Agreement shall be construed under the laws of the State of Ohio.

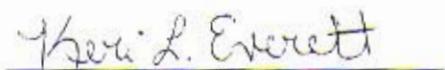
11. Any change or modification to this Agreement shall be reduced to writing and signed by the parties.

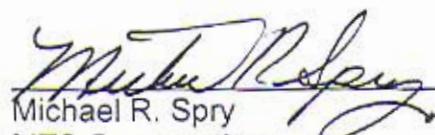
In Witness Whereof, the parties have executed this Agreement effective on the date set forth above.

The Village of Newtown, Ohio


Witness


John R. Hammon, Mayor


Witness


Michael R. Spry
MTS Construction