

First Reading: November 13, 2007
Second Reading: Dispensed
Third Reading: Dispensed

RESOLUTION NO. 2007 - 34

A RESOLUTION APPROVING A CONTRACT WITH RICHARD A. WEBER
FOR PROFESSIONAL SERVICES AND DISPENSING WITH
THE SECOND AND THIRD READINGS

WHEREAS, the Council of the Village of Newtown is desirous of retaining Richard A. Weber as Property Maintenance Inspector 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 Richard A. Weber for services as Village Property Maintenance Inspector 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

VOTE RECORD:

Mr. Cosby YES

Mr. Evans YES

Ms. Hueber YES

Mr. Kobasuk YES

Ms. McCarthy YES

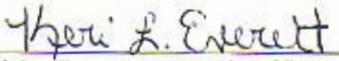
Mr. Pulskamp YES

PASSED this 13th day of November, 2007.

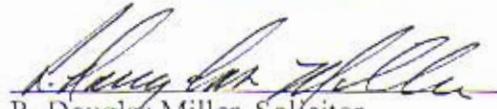
John R. Hammon
John R. Hammon, Mayor
Village of Newtown, Ohio

AUTHENTICATION

This is to certify that this resolution was duly passed and filed with the Village of Newtown Fiscal Officer, this 13th day of November, 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 January 1, 2008, between the Village of Newtown, Ohio, an Ohio Municipal Corporation, 3536 Church Street, Newtown, Ohio 45244, hereinafter referred to as the "Village", and **Richard A. Weber** hereinafter referred to as "Contractor".

1. The Village agrees to hire Contractor as an Independent Contractor to fill the position of Property Maintenance Inspector.
2. The effective term of this Agreement shall begin January 1, 2008 and shall continue until December 31, 2008, at which it shall terminate, unless sooner terminated as provided herein.
3. The duties of Contractor while acting as Property Maintenance Inspector for the Village shall be as follows:
 - A.) Visually inspect properties within the Village on at least a monthly basis or upon receipt of written complaint.
 - B.) Collect evidence to establish history of violation.
 - C.) Administer and manage the Property Maintenance Code Violation Process including but not limited to the following:
 1. Advise residents of problem and establish reasonable time to correct violation and monitor progress.
 2. Present case(s) to the Informal Board requesting authorization to issue notice to property owner.
 3. Present case(s) to the Formal Board.
 4. Work with Police Department for issuance of citation when warranted.
 5. Testify in court when required.
 - D.) Perform other duties which are mutually agreeable to both the Contractor and the Village.
4. Contractor shall devote ample time to the Village to insure that these services are provided in a timely manner, beginning with an average of 12 hours per week, which shall include time spent outside the Village on Village business. Increasing or decreasing hours per week will be at the discretion of the Mayor and Council of the Village of Newtown.
5. Contractor will be compensated for his services as an Independent Contractor at a contract rate of \$ 32.50/hour. As an Independent Contractor, Contractor 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.

Contractor shall submit proof of his coverage under workers compensation laws to the Village upon request. Contractor shall be reimbursed for all actual out-of-pocket costs incurred that are approved in advance by the Mayor or Village Council.

6. Contractor shall submit semi-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 Contractor received by a Village official shall be reported to Contractor within twenty (20) days of receipt.

8. This agreement may be cancelable by either party for any reason by giving the other party thirty (30) days prior written notice. This agreement shall be cancelable immediately by the Village for cause; cause being defined as the misfeasance, and nonfeasance on the part of Contractor in carrying out the duties of the office of the Property Maintenance Inspector.

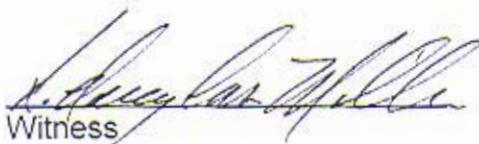
9. The Village agrees that Contractor shall be indemnified as any other Village employee under Ohio law against all claims made against him while carrying out the official duties of the Property Maintenance Inspector.

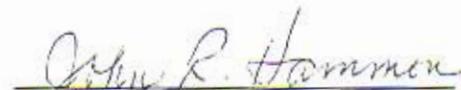
10. This agreement shall be construed under the laws of the State of Ohio.

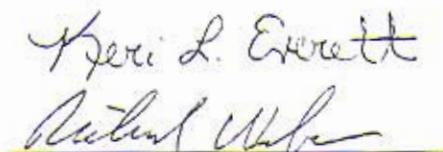
11. Any change or modification to this Agreement shall be reduced to writing and signed by the parties.

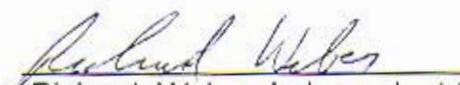
In Witness Whereof, the parties have executed this Agreement effective on the date set forth above.

The Village of Newtown, Ohio


Witness


John R. Hammon, Mayor


Witness


Richard Weber, Independent Contractor