

ORDINANCE NO. 11-73
CITY OF CENTERVILLE, OHIO

Sponsored by Councilman John McIntire on the 19th day of February, 1973.

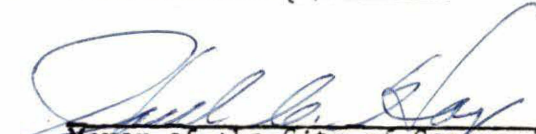
AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE SERVICES OF A CITY PLANNER WITH ROBERT WINTERHALTER.

THE MUNICIPALITY OF CENTERVILLE HEREBY ORDAINS THAT:

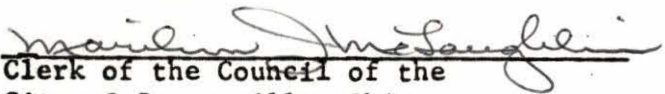
Section 1. The proposed contract with Robert Winterhalter as City Planner for the City of Centerville which is attached hereto, marked Exhibit "A", and incorporated herein by reference, is hereby approved and the City Manager is hereby authorized and directed to execute said contract on behalf of the City of Centerville.

Section 2. This Ordinance is hereby declared to be an emergency measure and shall become effective immediately upon passage. A public emergency affecting the general welfare is hereby declared to exist by virtue of the fact that the City has an immediate need for the services of a City Planner in order to insure the proper updating of the City Zoning Ordinance and Sub-division regulations and to secure assistance in other planning functions.

PASSED this 19th day of February, 1973.



Mayor of the City of Centerville, Ohio

ATTEST:


Clerk of the Council of the City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Ordinance No. 11-73, passed by the Council of the City of Centerville, Ohio, on the 19th day of February, 1973.


Clerk of the Council

Approved as to form, consistency with existing ordinances, the charter & constitutional provisions.
Department of Law
Robert N. Farquhar
Municipal Attorney

CONTRACT FOR PLANNING SERVICES

Agreement made this _____ day of _____, by and between the City of Centerville, Ohio (hereinafter "Centerville") an Ohio Municipal Corporation and Robert S. Winterhalter (hereinafter "Winterhalter").

Whereas, Centerville is in need of the services of a professional planner to advise and assist said City and its officials and boards in planning and zoning functions; and

Whereas, Robert S. Winterhalter represents to Centerville that he is a fully qualified planner with the qualifications necessary to carry out the duties described herein; and

Whereas, the parties desire to enter into a contract to define their rights and obligations and to secure the services of Robert S. Winterhalter as planner for Centerville.

Now, therefore, the parties mutually agree as follows:

Duties

1. Winterhalter shall perform in a workmanlike manner such of the following as shall be directed by the City Manager of Centerville:

Review of comprehensive master plan; review and recommend changes in the zoning ordinance and subdivision regulations; act as professional advisor to the Planning Commission and Council; review and make recommendations on zoning and annexation requests; exploration of expansion of industrial development in Centerville and such other planning duties as may be assigned by the City Manager.

Term

2. This contract shall be for a term of 90 days commencing on _____ but may be renewed for additional periods upon the mutual agreement of the parties.

Compensation

3. Centerville shall pay Winterhalter the sum of \$2200.00 for his services rendered during the term hereof in three monthly installments of \$733.00 for each of the first two months and \$734.00 for the third month said payments to be made on the 23rd day of each month; provided, however, that for said compensation Winterhalter shall spend 20 hours per week, during said term, engaged in his duties enumerated hereunder and shall be available at the Centerville Municipal Building, 100 West Spring Valley Road, Centerville, Ohio Monday thru Friday of each week between the hours of 8:30 A.M. and 12:30 P.M. and Winterhalter shall attend three meetings per month of the Centerville Planning Commission and/or the Centerville Council. In the event it becomes necessary for Winterhalter to work beyond the said 20 hours per week or attend more than three of said meetings per month, he shall be compensated therefore at the rate of \$8.00 per hour, provided, he shall have first received a written request or permission from the City Manager for such additional time expenditure. In addition, to the foregoing,

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Centerville agrees to reimburse Winterhalter for out of pocket expenditures upon presentation of receipts therefore and to pay Winterhalter for the use of his own car for business trips necessitated by his carrying out of his prescribed duties at the rate of \$.10 per mile. Such business trips shall not include travel between the City of Centerville and Winterhalter's home or private office.

Office Space, Secretarial Help, etc.

4. Centerville shall provide Winterhalter with an office with a desk and chair, working supplies, copying facilities and secretarial help as may be required by Winterhalter to carry out his duties hereunder as such requirements may be determined by the City Manager.

Independent Contractor Status

5. During the term hereof or any extension, Winterhalter shall be considered an independent contractor and not an employee of Centerville. In such regard he shall have no power to legally bind Centerville, shall not be entitled to Workmen's Compensation, unemployment compensation, medical or hospital insurance, life insurance, public employees retirement system contribution or any other benefits provided for employees of Centerville.

Termination

6. In the event the City Manager of Centerville should determine that Winterhalter has failed to satisfactorily carry out any duties assigned to him or has failed to perform same in a good workmanlike manner, this contract may be terminated upon the City Manager's giving to Winterhalter a ten day, written notice of termination. At the expiration of said ten day notice period all of the rights and obligations of the parties hereunder shall cease and terminate.

Entire Agreement

7. This agreement represents the entire agreement between the parties and any subsequent amendment or modification shall not be valid unless in writing signed by both parties.

Personal Contract

8. This agreement is a personal contract between Centerville and Winterhalter and may not be assigned by either party to any third party without the prior written consent of the other party.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

Witness: Frances Hoying City of Centerville, Ohio

Frances Hoying By James R. Smith
City Manager

Robert S. Winterhalter
Robert S. Winterhalter