

RESOLUTION #2020-25

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MICHAEL HARNISHFEGER FOR HIS SUPPLEMENTAL EMPLOYMENT AS THE ZONING INSPECTOR.

WHEREAS, the Council of the Village of Ada desires to enter into an agreement with Michael Harnishfeger for supplemental employment as the Zoning Inspector for 2021,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL TO THE VILLAGE OF ADA, OHIO:

SECTION 1. That the Mayor be and is hereby authorized to enter into a supplemental employment agreement with Michael Harnishfeger upon the terms agreed upon between the village and said employee consistent with the form attached hereto, marked as Exhibit A, and by this reference incorporated herein.

SECTION 2. This Resolution shall go into force and effect from and after the earliest period allowable by law.

PASSED: 12/01/2020

  
\_\_\_\_\_  
Mayor

ATTEST:

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



**SUPPLEMENTAL EMPLOYMENT CONTRACT**

**THIS AGREEMENT** entered into by and between the Village of Ada, Ohio, a municipal corporation having a principal place of business at 115 West Buckeye Avenue, Ada, Ohio, (hereinafter referred to as "Employer") and **Michael Harnishfeger**, an individual resident of Ada, Ohio (hereinafter referred to as "Employee"),

WHEREAS, Employee is a current salaried employee of Employer, and

WHEREAS, both parties wish for Employee to undertake additional duties necessary at the present time and for the benefit of the Employer, and further

WHEREAS, in fairness to both parties, they desire to enter into a supplemental employment agreement setting forth the terms of such agreement, separate and in addition to the terms of Employee's current position with Employer,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

**TERMS AND DUTIES:** The employee is additionally employed in the positions of "Zoning Inspector" and "Code Official" (herein identified as "Zoning Inspector)," and shall work at a place directed by Employer, for the term commencing on January 1st, 2021 and terminating December 31, 2021. Employee shall:

- A. Keep a written log of the amount of time spent performing their duties, showing a breakdown according to time during the day.
- B. Submit to the Mayor and Village Council a written quarterly report summarizing the time spent performing his duties based on numbers and types of zoning activities for the quarter. This report is due at the second Village Council meeting in Jan, April, July, and Oct.
- C. Enforce all provisions of the Village Zoning Ordinance, Existing Structures Code, and Industrial Restrictions and keep the necessary officials advised of current actions.
- D. Develop and make available to permit applicants an information sheet specifying procedures for inspections and outlining the steps to be followed by the applicant and the time frame for the inspections as described in Article 25 of the Zoning Ordinance.
- E. Handle all paperwork, notices, correspondence, keep official records and reports and handle all other actions necessary for the enforcement of the Village Zoning Ordinance.

- F. The Zoning Inspector shall work only with the Village Administrator for guidance, training, and assistance with the codes.
- G. Keep the Water Office informed as to contact number, vacation, and availability, the prompt review can be provided to the residents of Ada.
- H. Zoning inspector shall work adequate hours to provide residents prompt service.
- I. Complete permit information is required. All Contractor, Sub-contractors, and Federal ID numbers are required for local tax collection.

**COMPENSATION**

As compensation for services rendered under this contract, the employee shall be entitled to receive from the employer a salary of \$ 9,186.82 per year payable bi-weekly in accordance with the schedule for payment of Village employees.

**TIME**

Time spent preparing for or giving testimony at the Board of Zoning Appeals or in a court of law, except as provided herein, are considered part of the employee's duties and covered by the compensation herein described. Time spent operating the Ada Police Department and all other activities within the scope of Employee's employment prior to this contract shall not be considered as part of this contract.

**LIABILITY INSURANCE**

The Employee will be additionally covered in his supplemental employment on the Village Liability Insurance. The Village shall withhold all applicable federal, state, and local taxes and pay the Employer's portion of Employee's applicable retirement.

**TERMINATION**

Either party without cause may terminate this agreement by giving 30 days advance written notice of termination to the other party. If this agreement is terminated prior to the completion of the term of employment specified in this agreement, the Employee shall be entitled to the compensation earned prior to the date of termination as provided for in this agreement computed pro-rate up to and including that date; the Employee shall be entitled to no further compensation hereunder as of the date of termination. Termination of this agreement shall not be deemed termination from the Employee's duties as Chief of Police unless specifically set forth by Employer.

**MILEAGE AND REIMBURSEMENT OF EXPENSES**

The Zoning Inspector shall be entitled to use a village vehicle for travel in accordance with the performance of the position and reimbursement for all court expenses incurred on behalf of the Village and other minor expenses incurred on Village business such as telephone tolls and paper expenses.

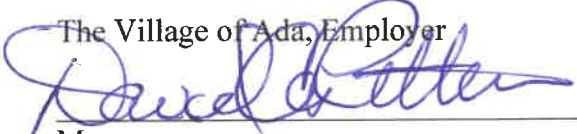
**ADDITIONAL COMPENSATION**

In the event the Zoning Inspector's attendance at Court hearings on behalf of the Village results in a loss of work time from the Zoning Inspector's primary employment, the Village shall reimburse the Zoning Inspector at the rate of twenty-five (\$25.00) dollars per hour.

**ENTIRE AGREEMENT**

This agreement supersedes all other oral and written agreements between the parties with respect to the Employer's supplemental employment of the Employee, and this agreement contains all the covenants and agreements between the parties with respect to the supplemental employment.

DATED: 12/01/2020

The Village of Ada, Employer  
  
\_\_\_\_\_  
Mayor

Attest:  
  
\_\_\_\_\_  
Fiscal Officer

  
\_\_\_\_\_  
Michael Harnishfeger, Employee

