

**ORDINANCE NO. 2016-24**

**AN ORDINANCE AUTHORIZING LOWELL ANDERSON, OR HIS DESIGNEE, TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH CLARENCE LIFF JR FOR JANITORIAL SERVICES FOR THE VILLAGE OF MOUNT STERLING, OHIO AND DECLARING AN EMERGENCY**

**WHEREAS**, The Council of the Village of Mount Sterling desires to hire Clarence Liff, Jr. for part-time janitorial services ; and.

**WHEREAS**, Lowell Anderson, Mayor, or his designee wants Council of the Village of Mount Sterling to authorize him or his designee to enter into contract with Clarence Liff, Jr. for the purpose of providing janitorial services for town hall.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MOUNT STERLING, MADISON COUNTY, OHIO AS FOLLOWS:**

**SECTION I.**

That the Village Council hereby authorizes Lowell Anderson, Mayor, or his designee to enter into Service Agreement, the terms, conditions and stipulations contained in the Service Agreement, a copy of which is attached hereto and incorporated by reference herein.

**SECTION II.**

That the provisions of this Ordinance shall be in full force and effect from and immediately after the passage of this resolution and its approval by the Mayor and majority of Council.

**SECTION III.**

That the Clerk of Council, pursuant to O.R.C §731.23, shall cause to be published in a manner required by law, this Ordinance.

**SECTION IV.**

This Ordinance is hereby declared to be an emergency measure and is necessary for the immediate preservation of the public peace, health and safety of the inhabitants of the Village of Mount Sterling. This Ordinance shall be in full force and effective upon the passage and signing by the Mayor.

PASSED:

ATTEST:

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Bonnie Liff

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Lowell Anderson

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

Submitted to Mayor:\_\_\_\_\_

APPROVED:

Date of Approval:\_\_\_\_\_

\_\_\_\_\_  
Mark J. Pitstick, Law Director  
Approved as to Form

I, Bonnie Liff, the Clerk of Council, hereby certify that the foregoing Ordinance No.2016-\_\_\_\_\_  
\_\_\_\_\_ was published in the Madison Messenger for once a week for two consecutive weeks  
beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 and ending on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

\_\_\_\_\_  
Bonnie Liff, Clerk of Council

## **SERVICE AGREEMENT**

This agreement is made effective on the \_\_\_\_\_ day of \_\_\_\_\_ 2016, between the Council of the Village of Mount Sterling, Ohio, hereinafter referred to as "Village", and Clarence Liff Jr, hereinafter referred to as "Janitor". In consideration of the mutual convenience and agreements set forth below, the parties agree as follows:

### **TERMS OF EMPLOYMENT**

The Village employs the Janitor and the Janitor accepts Service Agreement with the Village for a period beginning on the \_\_\_\_\_ day \_\_\_\_\_, 2016 ending two (2) years from the beginning date.

### **DUTIES**

The duties and services to be performed by the Janitor are those deemed appropriate by the Mayor or his designee.

The Janitor shall devote four (4) hours per month to the performance of his duties on behalf of the Village for the term of the agreement. Additional hours maybe allowed if Village Council, in consultation with the Mayor, deem it appropriate and necessary. The Janitor shall not directly or indirectly render any services to any other person, organization, or political subdivision during the term of this agreement without the prior knowledge of the Village Council.

### **COMPENSATION**

As compensation for services rendered under this agreement, the Janitor shall be entitled to receive from the Village, an hourly rate of Twenty Five (\$25.00) per hour. Semi-annual evaluations will be given to determine any increase in the hourly rate.

### **EVALUATION**

The Village agrees to conduct a semi-annual review of the Janitor's performance. This evaluation will be discussed with the Janitor in an effort to provide him with the opportunity to determine whether training, education, or other measures should be instituted to improve his abilities or performance of his duties.

## TERMINATION

This agreement may be terminated by the Janitor or by Village Council by providing the other party to the agreement thirty (30) days written notice of such termination. At its discretion the Village may release the Janitor from the full completion of the thirty (30) day notice.

VILLAGE OF MOUNT STERLING

\_\_\_\_\_  
Mayor Lowell Anderson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clarence Liff Jr, Janitor

\_\_\_\_\_  
Date