

ORDINANCE NO. 2010-47-S&S

AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JOHN J. HESTER FOR BUILDING OFFICIAL SERVICES AND DECLARING AN EMERGENCY

WHEREAS, John J. Hester currently serves as the full-time Building Official for the Village of Greenhills; and

WHEREAS, Council has determined that it is in the best interest of the Village of Greenhills to convert the position of Building Official to part-time; and

WHEREAS, John J. Hester is a qualified candidate for this position; and

WHEREAS, the Municipal Manager and John J. Hester have agreed to certain terms of employment as set forth in the Employment Agreement attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Village Council has reviewed the terms of the proposed Agreement and deems it in the best interest of the Village to enter into Employment Agreement pursuant to the terms and conditions set forth therein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Greenhills, Ohio, six members elected thereto concurring:

SECTION 1.

That the Municipal Manager is hereby authorized to enter into an Employment Agreement with John J. Hester employing him as the part-time Building Official according to the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2.

That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare, and shall be effective immediately upon passage. The reason for said declaration of emergency is the need to execute the agreement at the earliest possible date in order to experience financial savings for the Village.

Passed this 2nd day of November, 2010.

Fred Murrell, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL

**Ordinance No. 2010-47-S&S
Exhibit”A”**

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into on this ____ day of _____, 20__ (the “Effective Date”) by and between the **VILLAGE OF GREENHILLS**, a municipal corporation (“Village”) and **JOHN J. HESTER** (“Employee”) in consideration of the mutual promises this Agreement contains. Accordingly, the parties agree to be bound as follows:

1. **Employment and Terms.** The Village hereby employs Employee and Employee hereby accepts employment as Building Official for the Village of Greenhills. Employee shall have the general responsibilities of a building official, including but not limited to property maintenance code inspections and rental dwelling permit inspections, as the same may be modified from time-to-time. Employee shall report to the Municipal Manager and shall provide such other duties as may be required as Building Official. Employee shall be an at-will employee, whose employment is terminable by either party at any time, without cause or notice.

2. **Part-Time Employment.** Employee shall work approximately sixteen (16) hours per week. Employee shall faithfully, industriously, and to the best of his ability, experience, and talents devote said working time, energy, skill, and services for the benefit of the Village. At all times Employee shall act in good faith on behalf of and with respect to the Village.

3. **Compensation.** Employee shall receive annual compensation of \$36,608.00. Such compensation shall be payable in the customary installment periods as the Village shall adopt, less customary withholdings for all applicable taxes and benefits.

4. **Benefits.** The Village agrees to provide annual health care, dental, vision, and life insurance benefits to Employee, at the same levels offered to full-time employees. Employee agrees to pay the Village’s share of the annual premium for Employee’s health care, dental, vision, and life insurance, as well as Employee’s share of said premiums.

5. **Other Terms and Conditions of Employment.** Employee shall not accrue additional vacation or sick leave and shall not receive holiday pay. Employee shall pay the costs associated with all continuing education courses and license renewal fees. The Municipal Manager shall fix any such other terms and conditions of employment as he or she may determine from time-to-time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or with the Charter of the Village of Greenhills.

6. **Service Breakdown Submissions.** Employee shall submit to the Municipal Manager a plan review breakdown of monthly services (the “Plan Review Breakdown”). The Plan Review Breakdown shall be submitted no later than seven days following the end of the monthly period for which the Employee is reporting. The Plan Review Breakdown shall include the date of each Plan Review performed and the month for which the Employee is reporting, the owner of the property, the project address, the name of the contractor involved in the project, the contractor’s address, a project description and the number of hours expended by the Employee on the particular Plan Review. The Employee is further required to submit to the Municipal Manager an inspections breakdown of monthly services, which shall include at a minimum building code inspections, property maintenance code inspections, and rental dwelling permit inspections, (the “Inspections Breakdown”). The Inspections Breakdown shall be submitted no later than seven days following the end of the monthly period for which the Employee is reporting. The Inspections Breakdown shall include the date of each inspection performed in the month for which the Employee is reporting, the owner of the property, the project address, the name of the contractor involved in the project, the contractor’s address, the result of the inspection and the number of hours expended by the Employee on the particular inspection. The Employee is further required to submit to the Municipal Manager a monthly log of hours expended by the Employee for Building Department administration. This monthly log shall be submitted no later than seven days following the end of the monthly period for which the Employee is reporting. This monthly log shall include the date of each task performed and the month for which the Employee is reporting, a description of the work performed and the number of hours expended by the Employee on each task.

7. **Accrued Leave Payout.** After the effective date of this Agreement, the Village shall pay to Employee the sum of \$3115.80, representing one-third of all accumulated sick leave earned by Employee during his employment with the Village. After January 1, 2011, the Village shall further pay to Employee the sum of \$7754.88 representing the total of accumulated vacation leave earned by Employee during his employment with the Village.

8. **Governing Law/Venue.** Ohio law shall govern the enforcement and construction of this Agreement. The parties further agree that any cause of action arising out of or related to the terms of this Agreement shall be submitted to the state and federal courts located in Hamilton County, Ohio.

9. **Entire Agreement.**This Agreement contains all the understandings and agreements with respect to the matters set forth herein, and there are no others made either contemporaneously with this Agreement or otherwise.

10. **Amendment.** This Agreement may be amended from time to time by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

VILLAGE OF GREENHILLS

By: _____
Municipal Manager

John J. Hester