

ORDINANCE NO. 2009 – 01

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER
INTO A CONTRACT TO EMPLOY CHERYL JONES AS FISCAL OFFICER AND
DECLARING AN EMERGENCY**

WHEREAS, the Village of Warsaw previously abolished the office of clerk-treasurer pursuant to law;

WHEREAS, the Village Council by unanimous vote hired Cheryl Jones as Fiscal Officer who has acted as such since 2005; and

WHEREAS, it is in the best interest of the Village of Warsaw to enter into a contract with Cheryl Jones for services as the Fiscal Officer;

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of Warsaw, Coshocton County, Ohio, as follows:

Section 1. That the Mayor is hereby authorized to enter into the attached contract for services with Cheryl Jones.

Section 2. That Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, welfare and morals such emergency arising because of the necessity of continued accounting and clerical services as required under Chapter 7 of the Ohio Revised Code.

WHEREFORE, this Ordinance shall take effect and be in full force from and after its passage and approval by the Mayor.

PASSED: ___January 21, 2009_____

____Ronald Davis_____
Ronald Davis, Mayor

ATTEST: ___Cheryl Jones_____
Cheryl Jones, Fiscal Officer

This instrument prepared by:
William Todd Drown, Esquire
Folland & Drown LPA
112 North Main Street
Mount Vernon OH 43050
(740) 393-2718

AGREEMENT FOR SERVICES

THIS AGREEMENT entered into this ___ day of January, 2009, by and between CHERYL JONES, hereinafter called "FISCAL OFFICER" and the VILLAGE OF WARSAW, hereinafter called "VILLAGE".

WITNESSETH:

In consideration of the mutual promises contained herein, FISCAL OFFICER and VILLAGE agree as follows:

1. That the term of this agreement shall be for two (2) years beginning January 1, 2009 through and including December 31, 2010. Provided, however, either party may terminate this contract by giving sixty (60) days written notice of their intention to terminate this contract to the other party.
2. That FISCAL OFFICER shall, from time to time, when called upon by the Mayor, Clerk, members of Counsel, officers or employees of the VILLAGE, render any and all services as a fiscal officer and clerk.
3. That FISCAL OFFICER shall attend any and all regular and special meetings of the Council at such times as requested to do so by VILLAGE.
4. That FISCAL OFFICER shall have all of the duties previously performed by the clerk-treasurer.
5. That VILLAGE will pay CHERYL JONES, an annual salary of Twelve Thousand Eight Hundred Ninety-Six and 43/100 Dollars (\$12,896.43) per year for any and all services performed on behalf of VILLAGE.
6. This contract specifically makes CHERYL JONES a part-time employee of the VILLAGE and requires the VILLAGE to pay the appropriate amounts to Public Employees Retirement System out of any funds earned by or on behalf of CHERYL JONES.
7. The Village shall not provide any health insurance benefits to CHERYL JONES.
8. The position of fiscal officer is a non-classified position.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the day and year first above written.

VILLAGE OF WARSAW

BY: Cheryl Jones

BY: Ronald Davis, Mayor

This document prepared by:
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