

**Village of Chesapeake
Lawrence County, Ohio**

Ordinance 2024-2

**AN ORDINANCE AUTHORIZING THE VISITING CLERK CONTRACT BETWEEN
VILLAGE OF CHESAPEAKE IN LAWRENCE COUNTY, OHIO
AND EVERETT (CHRIS) KERBY AND DECLARING AN EMERGENCY**

WHEREAS: The Village and Everett (Chris) Kerby wish to set forth the terms and conditions upon which the Village will employ Everett (Chris) Kerby as the Visiting Clerk to help bring the Village up-to-date in the State Auditor UAN System and assist in training the Fiscal Officer; and

WHEREAS: The parties wish to memorialize their intent within this agreement and intend that this Agreement represents the parties entire understanding of the terms and conditions of the Village and the Visiting Fiscal Officer's duties; and

WHEREAS: This Visiting Clerk Contract is made this 1st day of January, 2024, between Village of Chesapeake in Lawrence County, Ohio, hereafter referred to as the Village and Everett (Chris) Kerby hereafter referred to as the Visiting Clerk. Further, the parties intend that this Contract supersede any and all prior contract or agreements between the parties;

NOW THEREFORE: The Village and the Visiting Clerk, in consideration of their mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1: That effective January 1, 2024, Everett (Chris) Kerby shall perform such services consistent with the Visiting Clerk's responsibilities to assist the Fiscal Officer in Fund Accounting, Payroll Training, and assisting on the UAN System to ensure requirements are brought up-to-date.

SECTION 2: That effective January 1, 2024, the Village shall pay Chris Kerby, Visiting Clerk Forty-Two Dollars (\$42.00) per hour which includes travel time and Sixty- Five and One-Half Cents (.655) per Mile Driven if necessary from South Zanesville, Ohio to the Village and return to South Zanesville. A Time Sheet and Travel Log showing mileage driven will be presented for payment monthly. The Time Sheet will provide a brief description of work accomplished for the specific date.

SECTION 3: The Visiting Clerk, Chris Kerby, shall devote such time and energies as are necessary to perform the duties, however, it is expressly agreed that the duties of this position will require the Visiting Clerk to work a flexible schedule and work during times other than normal business hours.

SECTION 4: The parties agree that this contract shall be effective from January 1, 2024, through June 30th, 2024 or when work is completed if prior to that date. An extension of this contract can be agreed upon for a month to month basis if both parties agree.

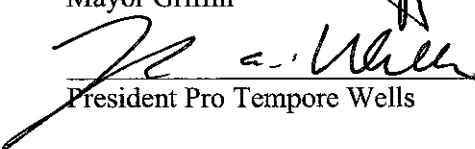
SECTION 7: The parties agree that this contract is made under the laws of the State of Ohio.

SECTION 8: This agreement shall constitute the entire contract of the parties hereto. This contract cannot be changed or modified, unless done so in writing and signed by the parties.

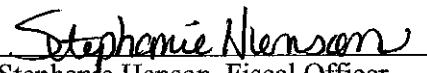
SECTION 9: That this Ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the need to manage the affairs of the Village in a prudent and responsible manner. Said Ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the Village of Chesapeake.

Passed this 2nd day of January, 2024.


Mayor Griffin


President Pro Tempore Wells

Attest:


Stephanie Henson, Fiscal Officer

Readings:

ER
1st 1/2/24 2nd _____ 3rd _____

Council Votes on Passage:

Mrs. Blake: yes

Mr. Wells: Absent

Mr. Martin: yes

Mr. Hart: yes

Mr. Henson: yes

Ms. Bentley: yes

**VISITING CLERK CONTRACT BETWEEN
VILLAGE OF CHESAPEAKE IN LAWRENCE COUNTY, OHIO
AND EVERETT (CHRIS) KERBY**

This Visiting Clerk Contract is made this 1st day of the month of January, 2024, between Village of Chesapeake in Lawrence County, Ohio, hereafter referred to as the Village and Everett (Chris) Kerby hereafter referred to as the Visiting Clerk.

WHEREAS: The Village and Everett (Chris) Kerby wish to set forth the terms and conditions upon which the Village will employ Everett (Chris) Kerby as the Visiting Clerk to help bring the Village up-to-date in the State Auditor UAN System and assist in training the Fiscal Officer; and

WHEREAS: The parties wish to memorialize their intent within this agreement and intend that this Agreement represents the parties entire understanding of the terms and conditions of the Village and the Visiting Fiscal Officer's duties; and

WHEREAS: The parties intend that this Contract supersede any and all prior contract or agreements between the parties;

NOW THEREFORE: The Village and the Visiting Clerk, in consideration of their mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1: That effective January 1st, 2024 Everett (Chris) Kerby shall perform such services consistent with the Visiting Clerk's responsibilities to assist the Fiscal Officer in Fund Accounting, Payroll Training, and assisting on the UAN System to ensure requirements are brought up-to-date.

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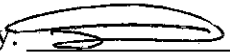
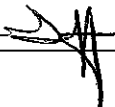
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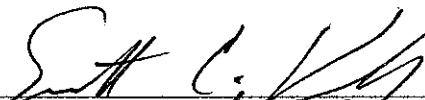
SECTION 8: This agreement shall constitute the entire contract of the parties hereto. This contract cannot be changed or modified, unless done so in writing and signed by the parties.

IN WITNESS WHEREOF, The Village and the Visiting Clerk have made and executed the contract as of the day, month and year above written by the undersigned.

VILLAGE OF CHESAPEAKE, LAWERENCE COUNTY, OHIO

By:  , MAYOR Date: 1-2-24

VISITING CLERK, CHRIS KERBY

By:  Date: 1/29/24
