

RESOLUTION NUMBER 83-14

BY Dick Wolf - Katie Motts Recorded

A RESOLUTION REPEALING RESOLUTION 83-12.

WHEREAS, the Village Council has determined that it would be in the Village's best interest to contract for a State litter grant supervisor rather than have an employee of the Village perform those duties; and

WHEREAS, the current litter grant supervisor has agreed to perform those duties pursuant to contract.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BUCKEYE LAKE, COUNTY OF LICKING, STATE OF OHIO, That:

- Section 1: Resolution 83-12 is hereby repealed.
- Section 2: The Mayor and Clerk are authorized and directed to enter into contract, a copy of which is attached hereto as if fully rewritten herein, with Bruce Gerencser, according to the terms of the contract attached hereto.
- Section 3: An emergency is hereby declared to exist in that in order to adequately protect the health of the citizens of the Village of Buckeye Lake, it is necessary to contract for such services immediately.
- Section 4: Bidding procedures are hereby waived.
- Section 5: This resolution shall go into full force immediately.

Adopted this 6 day of June, 1983.

Charles E. Slater  
MAYOR

ATTEST:

Antoinette Yerman  
CLERK

FORM APPROVED: <

[Signature]  
DIRECTOR OF LAW

The undersigned, Clerk/Treasurer of the Village of Buckeye Lake, Ohio, hereby certifies that this Resolution 83-14 was posted pursuant to Section 731.25 of the Ohio Revised Code and was posted in at least six (6) designated public places from the 7th day of June, 1983 until the 21st day of June, 1983

Antoinette Yerman  
CLERK/TREASURER OF THE VILLAGE  
OF BUCKEYE LAKE, OHIO

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT made at Buckeye Lake, Licking County, Ohio this 6th day of June, 1983 by and between Bruce Gerencser, hereinafter "the part of the first part" or "the Litter Supervisor", and the Council of the incorporated Village of Buckeye Lake, Ohio, hereinafter "the party of the second part" or "the Council";

WITNESSETH, that for and in consideration of the mutual promises of each of the other, and other good and valuable consideration of the adequacy of which is hereby stipulated, the party of the first part and the party of the second part agree as follows:

### ITEM I

#### OBLIGATIONS OF PARTY OF THE FIRST PART

1. To administer the litter grant program which was recently awarded to the Village of Buckeye Lake, Ohio and to accomplish the objectives of the litter control grant.
2. To work forty (40) hours per week administering the litter grant and supervising the workers hired by the Village or appointed by the Village to work on the litter program.
3. To provide an office for the litter grant supervisor. Said office shall be located within the Village of Buckeye Lake, but shall not be located in the Village Hall.
4. To attend Council meetings and give periodic reports in writing to Council concerning the implementation of the litter grant.
5. To prepare, report, complete and file all documents required to be filed with the State of Ohio Department of Natural Resources.
6. To insure that all money is received from the State of Ohio for the implementation of the litter grant are properly disbursed and that all State accounting procedures are being properly followed.

### ITEM II

#### OBLIGATIONS OF THE PARTY OF THE SECOND PART

The Village agrees as follows:

1. To compensate the litter grant supervisor at a rate of pay equal to one hundred seventy and 00/100 dollars per week (\$170.00) until such time as the funds available for the State litter grant have been exhausted.
2. To assist the party of the first part in completing any and all required paperwork in connection with the implementation of the State litter grant.

3. The Village council reserves the right to terminate this contract upon two (2) weeks written notice to the party of the first part.

ITEM III

TERM OF CONTRACT

This contract shall be effective from June 6, 1983 until October 6, 1983 or the unavailability of funds from the State litter grant, whichever event occurs sooner.

Charles E. Slater  
MAYOR

6-7-1983  
DATE

Antoinette Yaman  
CLERK

6/7/83  
DATE

Paula Green  
LITTER SUPERVISOR

6-7-83  
DATE