

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R - 06 - 24 - 38

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL DEVELOPMENT PLAN AND PLAT REVIEW SERVICES

**WHEREAS**, the City of Clayton is in need of professional development plan and plat review services and desires to enter into an Independent Contractor Agreement with Seth Dorman in substantially similar form as the attached **Exhibit A**; and

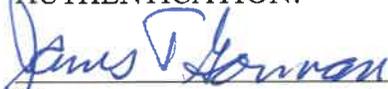
**WHEREAS**, the Council of the City of Clayton deems entering into an Independent Contractor Agreement with Seth Dorman in substantially similar form as the attached **Exhibit A** to be in the best interests of the City and necessary for the preservation of the health, safety, and welfare of its citizens.

### NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. The City Manager is authorized to enter into an Independent Contractor Agreement with Seth Dorman in substantially similar form as the attached **Exhibit A**.
2. That this Resolution shall be effective as an exception to any ordinance, resolution or other legislation of the City of Clayton, Ohio, inconsistent with this Ordinance or which imposes additional requirements for effectiveness or validity.

ADOPTED BY COUNCIL ON JUNE 20, 2024.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor (Presiding Officer of Council)

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

CERTIFICATION OF PUBLICATION

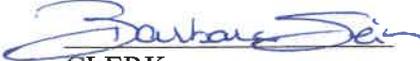
This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Eaton Register Herald

Date of publication

June 26, 2024



CLERK

**INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL  
DEVELOPMENT PLAN AND PLAT REVIEW SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into effective June \_\_\_\_, 2024 by and between the **CITY OF CLAYTON, OHIO** (the "City") and **SETH DORMAN** (the "Contractor").

1. The City hereby contracts with Contractor for the providing of professional development plan and plat review services under the following terms and conditions:

A. The term of this Agreement shall begin on June \_\_\_\_, 2024 and shall remain in full force and effect until terminated as delineated in Paragraph 2 hereof.

B. Contractor shall provide the services set forth at **Exhibit A** appended hereto and incorporated herein by reference (the "Services") and said Services are subject to Contractor's reasonable discretion as to when, where, and how the Services are to be performed. Contractor acknowledges said Services will be provided as an independent contractor and not as an employee, agent, partner, nor joint venturer of City.

C. Contractor shall schedule his own hours of work necessary to effectively provide the Services and subject to approval by the City Manager or her designee. At Contractor's request, City shall make arrangements for Contractor access to City facilities during normal working hours.

Contractor shall have no authority to bind or otherwise obligate the City in any manner nor shall Contractor represent to anyone that he has the right to do so.

D. Contractor will bill the subject Developer(s) at the rate of \$85.00 per hour for Services rendered hereunder. If necessary, City will use reasonable efforts to assist Contractor in receiving payment from Developer(s) in the event of non-payment.

All withholding of income taxes and other employment taxes shall be Contractor's sole responsibility. Contractor shall be solely responsible for reporting and paying any such taxes. City shall not provide Contractor with any coverage or participation in the City's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, workers' compensation, or other fringe benefits.

City shall advance or Contractor shall be entitled to reimbursement for reasonable expenses necessarily incurred in performance of the Services upon approval in writing by the City in advance.

Contractor shall submit monthly reports to the City describing all Services provided hereunder.

E. Contractor shall indemnify and defend City and its agents, officials, officers, and employees from all damages resulting from Contractor's failure to effectively perform the Services described herein or non-performance of Services. Contractor further agrees that in the event the

City suffers loss or damage as a result of a violation of this Agreement by Contractor, Contractor shall indemnify and hold harmless the City from any such loss or damage.

F. Contractor warrants to the City that he is duly certified and/or licensed to perform all of the Services in the attached Exhibit A and that he will maintain all required certifications and/or licensures in good standing during the term of this Agreement.

G. City agrees to provide Contractor a minimum of fourteen (14) days to complete his review process and issue his plan review report to the City on each project.

H. Contractor agrees to comply with all applicable ordinances, codes, laws, regulations, and policies of the City, State, and Federal governments and shall perform the Services hereunder to the best of his ability.

A conflict of interest exists when Contractor's private interests interfere in any way with the interests of the City. Contractor agrees he will not engage, either directly or indirectly, in any activity which might adversely affect the City. If Contractor becomes aware of a potential or actual conflict of interest, he agrees to immediately notify the City Manager.

I. Contractor agrees to return all documents and records provided to Contractor to City at the conclusion of each project.

J. Contractor represents and warrants to the City there is no employment contract or other contractual obligation to which Contractor is subject which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

K. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

L. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

2. This Agreement may be terminated by either Contractor or City with ten (10) days prior written notice.

**IN WITNESS HERETO**, the parties set their respective hands as of the dates set forth after their names:

**CITY OF CLAYTON, OHIO**

  
Amanda Zimmerlin, City Manager

Date: June 21, 2024

**CONTRACTOR**

  
Seth Dorman

Dated: 06/21/2024

**APPROVED AS TO FORM:**

  
Martina M. Dillon, Law Director

**ATTACHMENTS:**

*1. Description of Services*

**CERTIFICATE OF FISCAL OFFICER**

As Finance Director for the City of Clayton, Montgomery County, Ohio, I hereby certify that the funds for the purpose of meeting the obligations of this contract have been lawfully appropriated and that they are in the treasury or in the process of collection free from any previous encumbrances.

Dated: 6-21-24

By:   
Kevin Schweitzer, Finance Director  
City of Clayton, Ohio

## EXHIBIT A

### (TO: INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL DEVELOPMENT PLAN AND PLAT REVIEW SERVICES)

For each plan review, City will provide the following to Contractor:

General Information:

- Contact for Developer, including contact name, company name, company address, contact phone # and contact email address
- Name of proposed Development and phase (if applicable)

City Plans and Ordinances:

- Copy of both Plan Clayton (Comp Plan) and current Zoning Code
- If both are current online, then no hard copy is needed

Development Plan & Supporting Documents:

- .pdf copy of all submittal documents, including:
    - Planning Commission and/or Zoning Certificate Application
    - Project Narrative
    - Development and/or Zoning Standards Document (for proposed PDDs)
    - Traffic Study
    - Geotechnical Exploration Report
    - Hydrology Report (Stormwater Calculations for Volume Needed)
    - Development Plans, including but not limited to:
      - Site Plan
      - Utilities Plan
      - Grading Plan
      - Roadway section and details plan
      - Site Amenities Plan (including neighborhood parks/equipment, entry signage, Retention Pond Fountain and/or Aerator details)
      - Lighting plan showing location of City standard street lights, including photometrics, light fixture and pole specifications, etc.
      - Landscape and/or Hardscape Plan
      - Plat plans for Subdivision Plats
  - Plans and supporting documents can be sent to Contractor via a Dropbox or other FTP website where a link can be provided for large file size plan and document download
  - The City will send a link for Contractor to download all of the documents to the following email address: [sethdorman@gmail.com](mailto:sethdorman@gmail.com)
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