

RESOLUTION NUMBER 83-33

BY

Calvin Kottke - Richard Wolf

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO ENTER INTO CONTRACT WITH MICHAEL F. HIGGINS FOR HIS PROVIDING LEGAL SERVICES TO THE VILLAGE OF BUCKEYE LAKE, OHIO.

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

Section 1: The Mayor and Clerk are hereby authorized to enter into contract with Michael F. Higgins to perform the duties of Law Director of the Village of Buckeye Lake.

Section 2: Council further authorizes the effective date of the contract to be from January 1, 1984 until December 31, 1985.

Section 3: This resolution shall go into full force from and after the earliest period allowed by law.

Adopted this 20th day of December, 1983.

Charles E. Slater
MAYOR

ATTEST:

Patricia J. Yaman
CLERK

FORM APPROVED:

Michael F. Higgins
DIRECTOR OF LAW

The undersigned, Clerk of the Village of Buckeye Lake, Ohio, hereby certifies that this Resolution 83-33 was posted pursuant to Section 2-10 of the Ohio Revised Code and was posted in at least six (6) copies in a public place from the 20 day of December 1983 until the 3 day of January 1984.

Patricia J. Yaman
CLERK OF THE VILLAGE
OF BUCKEYE LAKE, OHIO

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made at Buckeye Lake, Licking County, Ohio this 1st day of January, 1984, by and between Michael F. Higgins, Attorney at Law, hereinafter "the party of the first part" or "the Law Director", 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 attend evening Council sessions at such times and places as Council directs not to exceed twenty-eight (28) sessions per year. Reasonable absences excepted, and the render thereat such advice and counsel as Council deems necessary to fully and adequately fulfill it's duty and trust;
2. To draft and prepare such resolutions and ordinances as Council or any member thereof deems appropriate;
3. To research and prepare such legal opinions as Council or any member thereof directs, all requests and responses to be in writing;
4. To represent or to arrange for the representation of the party of the second part in all legal actions initiated by or filed against the Village of Buckeye Lake, Ohio;
5. To prosecute actions involving the Village of Buckeye Lake, Ohio during evening sessions of the Mayor's Court and in appeals from such court to the Licking County Municipal Court. To assist in establishing such Mayor's Court;
6. To provide such office equipment as is necessary to accomplish the tasks of the Law Director not to include stationary, photocopying expenses, postage and miscellaneous expenses.

ITEM II

OBLIGATIONS OF PARTY OF THE SECOND PART

OBLIGATIONS OF THE VILLAGE

The Village agrees as follows:

1. To recompense the Law Director in the amount of three thousand five hundred dollars (\$3,500.00) for those duties set out in Item I paragraph 1 above due and payable on or before the 1st day of each calendar month in monthly installments of two hundred ninety-one and 66/100 dollars (\$291.66) during the first eleven months of 1984 and two hundred ninety-one and 74/100 dollars (\$291.74) for the final month of the year.
2. To recompense the Law Director at an hourly rate of thirty dollars (\$30.00) per hour for performance of duties set out in Section 1, paragraph 5 within a reasonable time not to exceed thirty days of presentation of a bill for said services to the Clerk of the Village.
3. To recompense the Law Director at an hourly rate of thirty-five dollars (\$35.00) per hour for those duties listed in Item I, paragraph 4 within a reasonable time not to exceed thirty days after presentation to the Clerk of the Village.
4. To recompense the Law Director at cost for expenditures made under Item I, paragraph 6 within a reasonable time not to exceed thirty days of presentation of a bill for said services to the Clerk of the Village.
5. The Village shall not recompense the Law Director for the first forty (40) hours of labor performed under Item II paragraph 2, Item II paragraph 3, or any combination of Item II paragraphs 2 and 3. The Law Director shall submit time vouchers for the hours referred to in Item II paragraph 2 and Item II paragraph 3. However, the Village is under no obligation to pay at the rate specified until such time as the forty (40) hours of labor are consumed.

ITEM III

TERM OF CONTRACT

This contract shall be effective from January 1, 1984 until December 31, 1985.

Charles E. Slater

MAYOR

12-20-1983

DATE

Gabrielle J. J. J.

CLERK

12/20/83

DATE

Arthur J. J.

LAW DIRECTOR

12/20/83

DATE