

RESOLUTION NUMBER

86-30

BY

Kathleen

Jirble Schwartzwalder

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

WHEREAS, Attorney Michael F. Higgins and the Village Council are desirous of continuing the relationship between the Attorney and Council that has existed since the creation of the Village.

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 and directed to enter into contract with Attorney Michael F. Higgins so that the Village might receive legal services during the term of said contract.

Section 2: Copy of said Contract is attached hereto and incorporated herein as if fully rewritten.

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

Adopted this

15th

day of

December

, 1986.

Charles E. Slater

MAYOR

ATTEST:

CLERK

FORM APPROVED:

DIRECTOR OF LAW

The undersigned, Clerk/Treasurer of the Village of Buckeye Lake, Ohio, hereby certifies that this Resolution 86-30 was posted pursuant to the Village Code and Code and posted in at least six (6) conspicuous places on the 16th of December, 1986 until the 31st day of Dec 1986.

Kathleen
CLERK/TREASURER OF THE VILLAGE
OF BUCKEYE LAKE, OHIO

ORDINANCE OR RESOLUTION NUMBER:

86-30

INTRODUCED BY:

MOTION TO SUSPEND RULES

Motts

SECOND

Schwartzwalder

AYES

NAYES

Mr. Boyd
Mrs. Holmes
Mrs. Motts
Mr. Schwartzwalder
Mr. Wilson
Mr. Wolverton

✓
✓
✓
✓
✓
✓

TOTAL:

6

0

MOTION TO ADOPT

Motts

SECOND

Schwartzwalder

AYES

NAYES

Mr. Boyd
Mrs. Holmes
Mrs. Motts
Mr. Schwartzwalder
Mr. Wilson
Mr. Wolverton

✓
✓
✓
✓
✓
✓

TOTAL:

6

DATE POSTING BEGAN

EFFECTIVE DATE

12/16/86
12/15/86

CERTIFICATION

I hereby certify the above to be an accurate account of the action of Council on the above matter.

AGREEMENT

This Agreement, entered into this 15 day of Dec., 198_, by and between the Village of Buckeye Lake, Licking County, Ohio, hereinafter called the "Village", and Michael F. Higgins, 325 Dogwood Drive, Thornville, Ohio, hereinafter called the "Attorney".

WITNESSETH:

WHEREAS, the Village is desirous of obtaining the legal services of an attorney to act as legal advisor to the Village; and

WHEREAS, the Village desires to continue to retain the services of Michael F. Higgins; and

WHEREAS, Attorney is willing to continue in the capacity as Village Attorney,

NOW, THEREFORE, BE IT AGREED by and between all parties hereto that in consideration of the yearly retainer hereinafter described, Attorney agrees to act as Village legal advisor and perform the following functions:

1. Prepare legislation at the request of Council Committees;
2. Advise the executive officers of the Village, in writing, when requested to do;
3. Advise the Village Council, in writing, and to advise other entities of Village government when so requested;
4. Act as a criminal prosecutor in the Licking County Municipal Court and courts which have appellate jurisdiction or with that court in criminal matters pertaining to the Village of Buckeye Lake, Ohio;
5. Assist the Buckeye Lake Police Department in the preparation of and filing of charges against criminal defendants in the Licking County Municipal Court;
6. File and defend civil suits in any civil court where the Village is a party;
7. Perform the duties of the Village Solicitor as that term is defined in Chapter 7 of the Ohio Revised Code; and

8. Other assignments at the direction of Council and with the consent of both parties to this Agreement.

In consideration of the Attorney providing the above-listed services to the Village of Buckeye Lake, Licking County, Ohio, the Village agrees as follows:

1. To compensate the Village Solicitor at a per annum retainer of \$3,500.00;
2. To provide the Village Solicitor with appropriate stationery and postage if requested by the Attorney to carry out his responsibilities;
3. To compensate the Village Solicitor at an hourly rate of \$30.00 per hour for each and every hour expended by the Attorney on behalf of the Village in civil lawsuits after such point in time as the Attorney has spent thirty (30) billable hours on such functions. Stated differently, Attorney shall not charge an additional fee for the first thirty (30) billable hours spent on behalf of the Village in civil matters;
4. To compensate the Village Solicitor at an hourly rate of \$25.00 per hour for each and every hour expended by the Attorney on behalf of the Village in criminal lawsuits after such point in time as the Attorney has spent fifty (50) billable hours on such functions. Stated differently, Attorney shall not charge an additional fee for the first fifty (50) billable hours spent on behalf of the Village in criminal matters; and
5. When requested opinions from the Village Attorney the Village agrees, when possible, to put such requests in writing.

The effective dates of this Agreement shall be from the 1st day of January, 1987, through the 31st day of December, 1987.

Charles E. Slater
MAYOR

Patricia Yarnan
CLERK

Michael F. Higgins
MICHAEL F. HIGGINS