

ORDINANCE NO. 2018 - 33

AN ORDINANCE PROVIDING FOR THE
APPOINTMENT OF THE VILLAGE SOLICITOR

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO, AS FOLLOWS:

Section 1. That Stephen P. Bond, Attorney at Law, is hereby appointed to serve and act as the Solicitor for the Village of New London, Ohio, and the law firm of Brouse McDowell, is hereby appointed as additional legal counsel for the Village of New London, Ohio, the terms of which appointments shall run from January 1, 2019 through December 31, 2019, provided that this appointment may be terminated by either party upon thirty (30) days written notice to the other.

Section 2. That it shall be the duty of the Solicitor to act as attorney and legal counsel for the Village and officers of the Village in their official capacities and to prosecute and defend all actions by or against the Village or any department thereof. The Solicitor shall have the right to appoint such Assistant Solicitors as he deems necessary to carry out his obligations as Village Solicitor, and Council consents thereto.

Section 3. That the Mayor and the Fiscal Officer be, and hereby they are, authorized and directed to enter into an Agreement with Stephen P. Bond, Esq., and Brouse McDowell, for the provision of legal services, a true and correct copy of which is attached hereto as Exhibit "A," and incorporated herein as if fully rewritten, hereby finding that the compensation and other terms of appointment set forth therein are fair and reasonable to the Village.

Section 4. That this Ordinance shall take effect from and after the earliest period allowed by law.

PASSED: 12/10/18


MAYOR

ATTEST:


FISCAL OFFICER

NEW LONDON SOLICITOR'S AGREEMENT

This is an Agreement entered into by and between the Village of New London, Ohio (hereinafter "Village") and Stephen P. Bond, Attorney-at-Law, (hereinafter "Bond"), and Brouse McDowell, this 10th day of December, 2018.

Section 1. Stephen P. Bond, Attorney at Law, is hereby appointed to serve and act as the Solicitor for the Village of New London, Ohio, and the law firm of Brouse McDowell, is hereby appointed as additional legal counsel for the Village of New London, Ohio, the terms of which appointments shall run through December 31, 2019, provided that, thereafter, at the written request of the Mayor, and the consent of Bond, in order to avoid a vacancy in the Solicitor position, said appointments will continue in effect until further action is taken by the Village Council, and provided further that this appointment may be terminated by either party upon thirty (30) days written notice to the other.

Section 2. The Solicitor shall act as attorney and legal counsel for the Village and the officers of the Village in their official capacities; the Solicitor shall prosecute and defend all actions by or against the Village or any department or officer thereof in their official capacities; the Solicitor shall render opinions in response to written requests; the Solicitor shall normally attend the meetings of the Village Council and such other meetings where reasonably requested; and the Solicitor shall perform such other duties as may be required by law or as may, in his opinion, be reasonably necessary in the interests of the Village. The Solicitor shall have the right to appoint such Assistant Solicitors as he deems necessary to carry out any of his obligations as Village Solicitor, including those of the Prosecutor, any of which appointees may be employees of Brouse McDowell or such other persons as he deems qualified. The Solicitor and any Assistants shall be and remain an attorney at law, authorized to practice in the Courts of the State of Ohio.

Section 3. The Solicitor's compensation shall be as follows: Three Hundred Fifty Dollars (\$350.00) per month to attend the regularly scheduled meetings of the Village Council; and One Hundred Forty-Five Dollars (\$145.00) per hour for all other legal services rendered by the Solicitor or his Assistants. In addition, the Solicitor shall be reimbursed for out-of-pocket expenses incurred on the Village's behalf, including but not limited to photocopying and postage. Bond and/or Brouse McDowell shall periodically submit statements for services rendered by Bond and any Assistants; and the Village shall normally pay the same within thirty (30) days.

Section 4. In lieu of the hourly rate of compensation set forth in Section 3 which would normally apply to the Prosecutor's services, the Solicitor shall have the authority to designate a Prosecutor who shall be compensated at a monthly rate, rather than an hourly rate. In such case, the monthly rate for the Village Prosecutor shall be \$2,000 per month, until otherwise designated by Council. Such monthly payments may be made directly by the Village/Fiscal Officer, rather than as an expense of the Solicitor.

In Witness Whereof, the parties have executed duplicate originals of this Agreement.

The Village of New London

By: John W. Martin
Mayor

Stephen P. Bond
Stephen P. Bond

By: Nancy Howell
Fiscal Officer

Brouse McDowell
By: [Signature]