

Resolution 15-2010

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO AN ANNUAL CONTRACT FOR 2011 WITH D. MICHAEL CRITES AND HIS LAW FIRM FOR SERVICES AS VILLAGE SOLICITOR AND MAYOR’S COURT PROSECUTING ATTORNEY AND DECLARING AN EMERGENCY.

WHEREAS, The Village Administrator is authorized to enter into contracts on behalf of the Village; and

WHEREAS, Council has determined that it desires to renew the annual contract with D. Michael Crites and his law firm for services as Village Solicitor and Mayor’s Court Prosecuting Attorney for 2011.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, COUNTY OF PICKAWAY, STATE OF OHIO, TWO-THIRDS OF ITS MEMBERS ELECTED THERETO CONCURRING THAT:

Section 1. The Village Administrator is hereby authorized and directed to enter into an annual contract for 2011 with D. Michael Crites and his law firm for services as Village Solicitor and Mayor’s Court Prosecuting Attorney.

Section 2. Council declares this Resolution to be an emergency for the reason that the contract for legal services expires on December 31, 2010 and passage of this Resolution is necessary to ensure continued legal services for the Village. Accordingly, this Resolution shall become effective upon passage.

Vote on Suspension of Readings:

Motion by: Janet Hutchins 2nd: Kim Gooden-Kinney

Roll Call:

Yes Jim Kuzelka Yes Janet Hutchins Yes Margie Weaver
No Vidal Cruz Yes Kimberly Gooden-Kinney Yes Don Benedik

Vote on Passage of the Resolution and Declaring an Emergency:

Motion by: Margie Weaver 2nd: Kim Gooden-Kinney

Roll Call:

Yes Jim Kuzelka Yes Janet Hutchins Yes Margie Weaver
Yes Vidal Cruz Yes Kimberly Gooden-Kinney Yes Don Benedik

Adopted this 6th day of December, 2010.

Allan D. Goldhardt, Mayor

Wendy Hastings, Fiscal Officer

Approved as to Form:

D. Michael Crites, Village Solicitor

Attachment to Resolution 15-2010

PROFESSIONAL SERVICE CONTRACT BETWEEN THE VILLAGE OF COMMERCIAL POINT AND D. MICHAEL CRITES

PREAMBLE

This Agreement made between the Village of Commercial Point, an Ohio Municipal Corporation (the "Village"), and D. Michael Crites ("Village Solicitor") is made this ____ day of December, 2010. In consideration of the mutual promises contained herein, the parties agree as follows:

1. PURPOSE OF REPRESENTATION

Pursuant to the laws of the State of Ohio, the Village hereby retains D. Michael Crites to serve as Village Solicitor for the Village and its elected and appointed officials. The Village Solicitor shall be responsible for performing any and all duties pursuant to the Village Ordinances and the laws of the State of Ohio. These services include, but are not limited to, attendance at all regular and special Council meetings; attendance at the following Commission meetings: Planning and Zoning and the Board of Zoning and Building Appeals; researching and drafting of ordinances and agreements; prosecuting upon behalf of the Village all Mayor's Court cases and cases prosecuted by the Village in the Pickaway County Municipal Court as requested or needed; attendance at other board and commission meetings at the request of the Village Administrator; providing legal advice to the Mayor, Council, Village Administrator and staff as necessary or upon request; attendance at meetings involving the Village with city, county, state and federal officials; review and approve all contracts and ordinances.

2. ATTORNEY FEES

The Village Solicitor and his law firm shall perform the following services at the rate of One Hundred Thirty Dollars (\$130.00) per hour. In addition, law clerk and paralegal time, if any, will be billed at Seventy-Five Dollars (\$75.00) per hour.

- A. Attendance at all Regular and Special Council Meetings;
- B. Attendance at Regular Planning and Zoning Commission and Board of Zoning and Building Appeal Meetings, as requested by the Village Administrator;
- C. Reviewing and drafting all routine ordinances and resolutions;
- D. Attendance at all other board and commission meetings upon the request of the Chairman or upon the request of the Village Administrator;
- E. Drafting, reviewing and approving all contracts, agreements, leases, legal documents and non-routine ordinances, resolutions and proclamations;
- F. Providing legal advice to Village Officials as necessary or upon request, and attending meetings and/or conferences as requested by Village Officials.
- G. Responding to Village Administrator and staff inquiries;
- H. Attendance at meetings with developers and staff;
- I. Attendance at meetings and discussions with City, County, State and Federal officials and other governmental officials;
- J. Attendance at additional meetings not specified under the aforementioned paragraphs; and
- K. All other work requested by the Village Administrator, Mayor, Council, and/or staff.

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3. **A CONFLICT OF INTEREST**

Village Solicitor and his law firm in addition to normal conflict checks, will make every conceivable effort to recognize and disclose to the Village any potential conflict or appearance of conflict as to all matters, and particularly with respect to economic issues. In the event a conflict situation arises, the Village Solicitor will be responsible for arranging alternate representation with a disinterested law firm.

4. **ASSISTANT VILLAGE SOLICITOR**

Village Solicitor, at his own discretion, shall utilize the services of other attorneys both within and outside his law firm as Assistant Village Solicitor and/or Special Counsel.

5. **BOND WORK**

It is the anticipation of the Village and Law Department that the Village will contract with another outside law firm for all bond work, and the same will not be the responsibility of the Village Solicitor

6. **LITIGATION**

Litigation services are defined as drafting of Complaints, responding to any Complaint that has been filed against the Village, and all appellate and administrative matters. Litigation services shall be provided at an hourly rate of One Hundred Fifty Dollars (\$150.00) per hour for the Village Solicitor or any affiliate of his firm with more than fifteen (15) years experience; at the rate of One Hundred Thirty-Five Dollars (\$135.00) per hour for any affiliate of his firm with between six (6) and fifteen (15) years experience; and at the rate of One Hundred Ten Dollars (\$110.00) per hour for any affiliate of his firm with less than six (6) years experience. In addition, paralegal and law clerk time, if any, will be billed at Ninety-Five Dollars (\$95.00) per hour.

7. **VILLAGE PROSECUTION SERVICES**

Village Solicitor and his law firm shall handle the prosecutions in Commercial Point Mayor's Court and the Pickaway County Municipal Court. Attorney time on behalf of the Village shall be at an hourly rate of One Hundred Fifteen Dollars (\$115.00) per hour. Paralegal and law clerk time, if any, will be billed at Seventy-Five Dollars (\$75.00) per hour. Village Solicitor, at his sole discretion, shall utilize the services of other attorneys both within and outside his law firm to serve as Village Prosecutors in Commercial Point Mayor's Court and the Pickaway County Municipal Court.

8. **TAX COLLECTIONS**

Village Solicitor and his law firm, at the request of the Village Administrator, shall pursue collection on tax accounts at a contingent fee rate of twenty-five percent (25%).

Attachment to Resolution 15-2010

9. **EXPENSES**

Court costs and all reasonable expenses incurred by Village Solicitor and his firm shall be billed to the Village. Such expenses include, without limitations, funds advanced on behalf of the Village, telephone costs, postage, copying costs, on-line legal research costs, travel, parking, lodging, deposition and discovery costs, including court costs except as may otherwise be provided. The Village shall in no circumstance be responsible for any expenses or time incurred for travel to and from the Village in furtherance of Village business.

10. **TERMS OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2011, through December 31, 2012.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF COMMERCIAL POINT

Date

By: _____
Denny Hutchins
Village Administrator

Date

By: _____
D. Michael Crites
Village Solicitor