

Resolution 11-2019

A RESOLUTION AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO A CONTRACT EFFECTIVE IMMEDIATELY AND CONTINUE THROUGH DECEMBER 31, 2020 WITH E. ROD DAVISSON FOR SERVICES AS VILLAGE SOLICITOR AND DECLARING AN EMERGENCY.

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

WHEREAS, Council has determined that it desires to continue our contract with E. Rod Davisson for services as Village Solicitor effective immediately and throughout December 31, 2020.

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 and/or Mayor is hereby authorized and directed to enter into a contract effective immediately and throughout 2020 with E. Rod Davisson for services as Village Solicitor.

Section 2. Council declares this Resolution to be an emergency for the reason that the contract for legal services expired on December 31, 2018 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: Scott O'Neil 2nd: Aaron Grassel

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Yes Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Vote on Passage of the Resolution and Declaring an Emergency:

Motion by: Bruce Moore 2nd: Laura Wolfe

Roll Call:

Yes Ben Townsend Yes Laura Wolfe Yes Scott O'Neil
Yes Bruce Moore Yes Aaron Grassel Yes Jason Thompson

Adopted this 7th day of January, 2019

[Signature]
Gary Joiner, Mayor

[Signature]
Wendy Hastings, Fiscal Officer

Approved as to Form:

[Signature]
E. Rod Davisson, Village Solicitor

Attachment to Resolution 11-2019

PROFESSIONAL SERVICE CONTRACT BETWEEN THE VILLAGE OF COMMERCIAL POINT AND E. ROD DAVISSON

PREAMBLE

This Agreement made between the Village of Commercial Point, an Ohio Municipal Corporation (the "Village"), and E. Rod Davisson ("Village Solicitor") is made this 7th day of January, 2019. 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 E. Rod Davisson 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 on 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 or his designated Special Counsel 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.

3. A CONFLICT OF INTEREST

Attachment to Resolution 11-2019

Village Solicitor, 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 and the cost of same shall be borne entirely by the Village.

5. EXPENSES

Court costs and all reasonable expenses incurred by the Village Solicitor 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 circumstances be responsible for any expenses or time incurred for travel to and from the Village in furtherance of Village business.

6. TERMS OF AGREEMENT

This Agreement shall be in full force and effect from January 7, 2019, through ^{December} ~~January~~ 31, ²⁰²⁰ ~~2019~~.

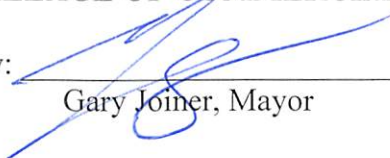
7. TERMINATION

The parties may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement.

VILLAGE OF COMMERCIAL POINT

Date

By: 

Gary Joiner, Mayor

E. ROD DAVISSON, ESQ.

Date

By: _____
E. Rod Davisson, Village Solicitor