

**VILLAGE OF SOUTH LEBANON, OHIO**  
**RESOLUTION NO. 2014-11**

**A RESOLUTION RE-APPOINTING BRUCE A. MCGARY AS VILLAGE SOLICITOR  
AND ESTABLISHING COMPENSATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Ohio Rev. Code § 733.48 (A), the legislative authority of a village may provide legal counsel for the village, or for any department or official of the village, for a period not to exceed two (2) years and shall provide compensation for such legal counsel; and,

**WHEREAS**, pursuant to Resolution No. 2012-23, dated 04/30/2012, the Council appointed Bruce A. McGary, Village Solicitor and entered into an Agreement for such services for the two (2) years in accordance with the aforementioned statutory authority that expired on April 30, 2014; and,

**WHEREAS**, the Council desires to re-appoint Bruce A. McGary, as Village Solicitor, and further authorize the Mayor and Fiscal Officer to enter into the attached Agreement Establishing Compensation for Legal Services for the period of 5/1/2014 through April 30, 2016; and,

**WHEREAS**, immediate action is required to appoint a Village Solicitor in order to assure for the uninterrupted provision of legal services to the Village in order to preserve the public peace, health, safety and general welfare of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, at least two-thirds of all members elected thereto concurring:

**Section 1.** That Bruce A. McGary is hereby re-appointed Village Solicitor of the Village of South Lebanon, effective May 1, 2014.

**Section 2.** That the Council does hereby approve and further authorize the Mayor and Fiscal Officer to execute the Agreement Establishing Compensation for Legal Services attached hereto and incorporated by reference herein.

**Section 3.** That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 5.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

**Section 6.** That it is found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were passed in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 1 day of May, 2014.

Attest: Sharon Louallen Lionel H. Lawhorn  
Sharon Louallen, Fiscal Officer/Clerk Lionel Harold Lawhorn, Mayor

Rules Suspended <u>5/1/2014</u> (if applicable)	Effective Date – / /201__
Vote - <u>6</u> Yeas ___ Nays	
First Reading – / /201__	Effective Date – / /201__
Second Reading – / /201__	
Third Reading – / /201__	
Vote - <u>6</u> Yeas ___ Nays	

Prepared by and approved as to form:

BRUCE A. MCGARY  
VILLAGE SOLICITOR  
SOUTH LEBANON, OHIO

By: Bruce McGary  
Date: 5/1/14

**CERTIFICATE OF POSTING**

I, Sharon Louallen, Fiscal Officer of the Village of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report at five public places within the Village as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of Village of South Lebanon, Ohio.

5-2-14 Sharon Louallen  
Date Sharon Louallen  
Fiscal Officer  
Village of South Lebanon,  
Ohio

**AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF  
VILLAGE SOLICITOR FOR THE  
PERIOD BEGINNING MAY 1, 2014, THROUGH APRIL 30, 2016**

This Agreement is entered into by and between the legislative authority of the Village of South Lebanon, Ohio, 99 High Street, South Lebanon, OH 45065 (hereinafter "Council") on behalf of the Village of South Lebanon (hereinafter "Village"), and Bruce A. McGary, Attorney at Law, 5300 Socialville- Foster Road, Suite 140, Mason, OH 45040 ("Village Solicitor").

**WITNESSETH:**

**WHEREAS**, Bruce A. McGary is by reason of training and experience capable of acting as the legal advisor, attorney, counsel and prosecutor for the Village and for the Council, as well as all offices, departments, divisions, boards, commissions, committees and courts of the Village in connection with Village affairs; and,

**WHEREAS**, pursuant to Ohio Revised Code §§ 705.11 and 733.48, the Village desires to appoint and retain Bruce A. McGary as the Village Solicitor who shall serve at the pleasure of Council for a period not to exceed two (2) years without entering into a new agreement for legal services and establishing compensation.

**NOW, THEREFORE**, pursuant to the above recitals, and for other good and valuable consideration as recited hereinafter, the Parties agree as follows:

**A. RETAINER PAYMENT**

1. Effective May 1, 2014, an annual retainer payment in the amount of Twenty Six Thousand Five hundred Dollars <sup>11/100</sup> Dollars (\$ 26,500 ) shall be made to the Village Solicitor, payable on a monthly basis. Such amount shall be considered salary for purposes of calculating contributions to PERS. The Village agrees to withhold all the mandated contributions to PERS on the Village Solicitor's behalf and pay the employer's mandated contributions to PERS as required by law. The Village shall, in reporting and making remittance to PERS, attest the employee contributions by designating such as "Employee Contributions."
2. The Retainer Payment shall be considered payment for services as described below:

- a. Attendance at regular, special, emergency and work shop meetings of Council, as well as drafting and/or reviewing Ordinances and Resolutions on behalf of the Council for such meetings; and,
- b. Attendance at Planning Commission, Zoning Commission, Board of Zoning Appeals and Sub-committee meetings, upon request; and, Acting as Prosecutor for Mayor's Court.

**B. PAYMENT OF ADDITIONAL LEGAL SERVICES**

1. Effective May 1, 2014, an hourly rate of One Hundred Dollars DOLLARS (\$ 100) will be paid to the Village Solicitor on a monthly basis for the performance of Additional Legal Services upon presentation of an itemized billing statement delivered to the Fiscal Officer which provides sufficient detail as to the services rendered and the hours expended such that the Fiscal Officer, Mayor, Council Members, and the Village Administrator may understand and evaluate those matters from time to time. Payment of additional legal services shall be authorized as part of legislation authorizing payment of the bills once per month at regularly scheduled Council meetings.
2. Additional Legal Services include:
  - a) research assignments and drafting legal opinions on behalf of the Council requested by Council, the Mayor or Village Administrator; and,
  - b) drafting contracts and other transactional related matters requested by Council, the Mayor or Village Administrator; and,
  - c) any court proceedings, including but not limited to: abatements, administrative appeals, appropriations, breach or specific performance of accounts and contracts, declaratory judgments, mandamus, nuisances, injunctions, prohibitions, or other general civil matters; excepting therefore: matters the Village's liability insurer has a duty to defend; or, should Council elects to hire other counsel to handle any such matter which it retains absolute discretion to do; or, matters that the Village Solicitor has a conflict of interest as determined herein; and,


- d) prosecuting cases that are transferred and/or appealed to the Warren County Court, and appeals to the Twelfth District Court of Appeals and the Supreme Court of Ohio, or any federal court.

**C. ADDITIONAL PROVISIONS**

1. Council shall be responsible for expenses incurred during and in support of any legal services contemplated herein including, but not be limited to: court costs, expert witness or consultant fees, appraisers, court reporters and deposition transcripts, recordings, transfer and conveyance costs and fees.
2. The duration of this Agreement is from May 1, 2014 through April 30, 2016. The Parties may, however, terminate this Agreement with or without cause with at least thirty (30) days prior notice. Or, the Parties may enter into a new Agreement upon the expiration of the said duration.
3. Council may at any time amend or modify the aforesaid terms for compensation for legal services, provided, however, that such amendments or modifications shall be mutually agreed to by the Council and the Village Solicitor.
4. The Village Solicitor shall not represent the Village in any matter in which the Village Solicitor has a conflict of interest, as determined by the Village Solicitor or Council.

**VILLAGE OF SOUTH LEBANON:**

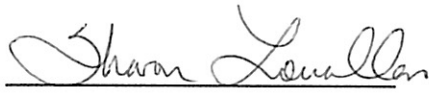
Pursuant to Resolution No. 2014- 11

SIGNATURE: 

NAME: Lionel H. Lawhorn

TITLE: Mayor

DATE: 5/1/14

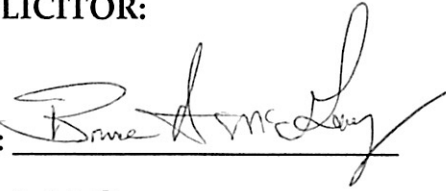
SIGNATURE: 

NAME: Sharon Louallen

TITLE: Fiscal Officer

DATE: 5/1/14

VILLAGE SOLICITOR:

SIGNATURE: 

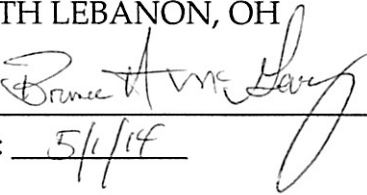
NAME: Bruce A. McGary

TITLE: Attorney at Law

DATE: 5/1/14

This instrument was prepared  
by and approved as to form:

VILLAGE SOLICITOR  
SOUTH LEBANON, OH

By: 

Date: 5/1/14