

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016- 1

A RESOLUTION APPOINTING PAUL R. REVELSON VILLAGE SOLICITOR FOR THE VILLAGE OF SOUTH LEBANON, OHIO, AND ESTABLISHING COMPENSATION

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, per the agreement with the Village Council dated May 1, 2014 and authorized by Resolution# 2014-11, Bruce A. McGary submitted a 30-day termination notice of said agreement on December 17, 2015; and

WHEREAS, the Village Council has determined that Paul R. Revelson is qualified to serve as Village Solicitor for the Village of South Lebanon; and,

WHEREAS, the Village Council and Paul R. Revelson desire to enter into an Agreement Establishing Compensation for Legal Services; and,

WHEREAS, immediate action is required to appoint a Village Solicitor to ensure the uninterrupted provision of legal services to the Village in order to preserve the public peace, health, or safety of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon:

Section 1. That Paul R. Revelson is hereby appointed Village Solicitor of the Village of South Lebanon, effective January 6, 2016.

Section 2. That the duration and terms of compensation for the legal services of the Village Solicitor shall be set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein.

Section 3. That the Village Mayor and Fiscal Officer are hereby authorized and directed to execute the Agreement Establishing Compensation for Legal Services attached hereto as Exhibit "A."

Section 4. That the Council is acting in its administrative capacity in accordance with Ohio Rev. Code § 733.48.

Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 6. 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 7. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


Adopted this 6th day of January, 2016.

Attest: Sharon Louallen James D. Smith
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: 1/6/2016 (if applicable)	Effective Date – 1/6/2016
Vote - <u>5</u> Yeas ___ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading – / /2016	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By:  _____

Date: 1/7/16

EXHIBIT "A"

**AGREEMENT ESTABLISHING COMPENSATION FOR LEGAL SERVICES OF
VILLAGE SOLICITOR FOR THE
PERIOD BEGINNING JANUARY 7, 2016, THROUGH JANUARY 6, 2017**

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 Paul R. Revelson, Attorney at Law, 1160 East Main Street, P.O. Box 119, Lebanon, OH 45036 ("Village Solicitor").

WITNESSETH:

WHEREAS, Paul R. Revelson 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 Paul R. Revelson as the Village Solicitor who shall serve at the pleasure of Council for a period not to exceed one (1) year 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 January 7, 2016, an annual retainer payment in the amount of Twenty One Thousand Two Hundred Dollars (\$21,200.00) shall be made to the Village Solicitor, payable on a monthly basis. Such amount shall be considered salary for purposes of calculating contributions to the Ohio Public Employees Retirement System (OPERS). The Village agrees to withhold all mandated contributions to OPERS on the Village Solicitor's behalf and pay the employer's mandated contributions to OPERS as required by law. The Village shall, in reporting and making remittance to OPERS, 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,
 - c. Acting as Prosecutor for Mayor's Court.

B. PAYMENT OF ADDITIONAL LEGAL SERVICES

1. Effective January 7, 2016, an hourly rate of ONE HUNDRED AND 00/100 DOLLARS (\$100.00) 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 electronically to the Fiscal Officer which provides sufficient detail as to the services rendered and the hours expended such that the Mayor, Village Council Members, Fiscal Officer 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 the Council, the Mayor or the Village Administrator; and,
 - b) drafting contracts and other transactional related matters requested by the Council, the Mayor or the 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 elect to hire other another


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 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 January 7, 2016 through January 6, 2017. The parties may, however, terminate this Agreement with or without cause with at least thirty (30) days prior written notice. The Parties may enter into a new Agreement upon the expiration of 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.

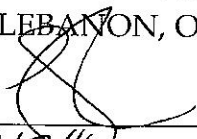
VILLAGE OF SOUTH LEBANON:
Pursuant to Resolution No. 2016-01

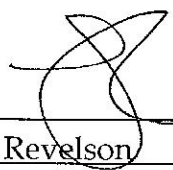
SIGNATURE: 
NAME: James D. Smith
TITLE: Mayor
DATE: 1-9-16

SIGNATURE: 
NAME: Sharon Louallen
TITLE: Fiscal Officer
DATE: 1-9-16

This instrument was prepared
by and approved as to form:

VILLAGE SOLICITOR
SOUTH LEBANON, OH

By: 
Date: 1/7/16

VILLAGE SOLICITOR:
SIGNATURE: 
NAME: Paul R. Revelson
TITLE: Attorney at Law
DATE: 1/7/16