

VILLAGE OF CRESTON

ORDINANCE NO. 23-02

AN ORDINANCE OF THE VILLAGE OF CRESTON, WAYNE AND MEDINA COUNTY, OHIO, FOR LEGAL SERVICES FOR THE VILLAGE OF CRESTON AND DECLARING AN EMERGENCY.

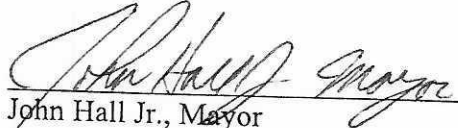
WHEREAS, it is necessary for the Village of Creston, Wayne and Medina County to have a Village Solicitor; and

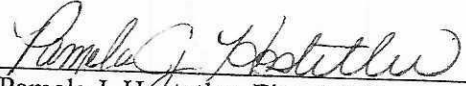
WHEREAS, the Ohio Revised Code authorizes the appointment of a Village Solicitor ; and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CRESTON, WAYNE AND MEDINA COUNTY, OHIO THAT:

1. Kristopher B. Immel is appointed the Village Solicitor for the Village of Creston, Wayne and Medina County, Ohio and that Roderick Linton Belfance LLP is appointed as Assistant Village Solicitor.
2. The Mayor and Fiscal Officer are hereby authorized and directed to enter into a contract for legal services, said contract being attached hereto and marked as Exhibit A and fully incorporated herein by reference.
3. All other Ordinances in conflict herewith are hereby repealed.
4. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meeting requirements.
5. This Ordinance is hereby declared to be an emergency measure for the preservation of the public peace, health, safety and welfare of the Village of Creston and its inhabitants; the specific reason for the emergency being the need to provide continuous uninterrupted legal services to the Village, and therefore this ordinance shall take January 6, 2023.

Passed: February 6, 2023


John Hall Jr., Mayor


Pamela J. Hostetler, Fiscal Officer

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CONTRACT FOR LEGAL SERVICES FOR THE VILLAGE SOLICITOR

WHEREAS, the Village of Creston, Wayne and Medina County, Ohio has passed Ordinance No. 2023-02 relative to hiring a Village Solicitor; and

WHEREAS, Kristopher B. Immel is a partner in the law firm of Roderick Linton Belfance, LLP; and

WHEREAS, 733.48 of the Ohio Revised Code does provide that the Village Council may provide legal counsel for the Village,

NOW THEREFORE, the Village of Creston and the undersigned do hereby enter into this contract subject to the agreement set forth herein.

1. **DUTIES:** The parties hereby agree that Kristopher B. Immel and Roderick Linton Belfance, LLP, shall serve as Village Solicitor for the Village of Creston for a period commencing January 6, 2023, and ending December 31, 2025. The duties shall include representation of the Village in all civil matters in which the Village is a party; attendance at Council meetings and meetings of the Board of Public Affairs; advising the Mayor and other Village officials and departments; advising the Village Council; drafting all contracts, ordinances, and other legal documents as required by the Village Council and/or other Village officials; and perform any and all such other acts required of the Law Director by the Ohio Revised Code and municipal and federal law, except criminal matters for which the Village shall separately retain counsel. It is understood and agreed that in certain situations because of potential conflicts of interest or because of matters requiring some specialized legal services, that the Village of Creston will be required to secure the services of another attorney for purposes of representation.
2. **COMPENSATION:** The parties agree that Kristopher B. Immel shall receive as compensation for these services the sum of Eighteen Thousand Five Hundred Dollars (\$18,500.00) per year payable every two (2) weeks. This amount shall be a base retainer which shall include services to the Village up to ten (10) hours per month. For time in excess of ten (10) hours per month, the Village shall be billed at a rate of One Hundred Sixty-Five Dollars (\$165.00) per hour. The additional time shall be billed by the law firm of Roderick Linton Belfance, LLP.

As far as practical, statements will be divided between the Board of Public Affairs and the Village Council for services rendered to each.

Further, the Village agrees to reimburse Kristopher B. Immel and the law firm of Roderick Linton Belfance, LLP, for any expenses which are incurred while representing the Village.

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The parties agree that the compensation set forth herein shall be paid directly to Kristopher B. Immel as an employee of the Village, and shall include Public Employee Retirement System benefits.

3. TERM: Either party to this Agreement may terminate this Agreement during the term set forth in Section 1 with thirty (30) days written notice to the other party.

SIGNED IN THE PRESENCE OF:

x Pamela J. Hostetler
Witness

x John Hall
John Hall, Mayor

x John Hall
Witness

Pamela J. Hostetler
Pam Hostetler, Fiscal Officer

John Hall
Witness

Kristopher B. Immel
Kristopher B. Immel
Village Solicitor

John Hall
Witness

Roderick Linton Belfance, LLP
Roderick Linton Belfance, LLP
Village Solicitor

AUTHORIZED BY ORDINANCE
NO. 2023-02

Pamela J. Hostetler
Pam Hostetler
Fiscal Officer