

RECORD OF ORDINANCES

Ordinance No. 2719-06

Passed 12-18-06, _____

AN ORDINANCE PROVIDING FOR LEGAL SERVICES FOR THE VILLAGE OF LODI, MEDINA COUNTY, OHIO, AND DECLARING THE SAME TO BE AN EMERGENCY.

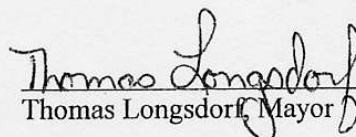
WHEREAS, it is necessary for the Village of Lodi, Medina County, Ohio, to have a Village Solicitor; and

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

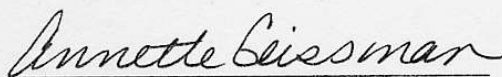
NOW, THEREFORE, BE IT RESOLVED that Theodore J. Lesiak is appointed as Village Solicitor for the Village of Lodi and that Michelle Slimak, Alicia M. Hathcock, A. Michelle Jackson and John C. Oberholtzer are appointed as Assistant Village Solicitors.


NOW, THEREFORE, BE IT RESOLVED and enacted by the Village of Lodi, Medina County, Ohio, that the Mayor and the Clerk are authorized and directed to enter into a contract for legal services, said contract being attached hereto, marked as Exhibit "A", and fully incorporated herein by reference.

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the Village of Lodi and the specific reason being the need to provide continuous and uninterrupted legal services to the Village and therefore shall go into effect January 1, 2007.


Thomas Longsdorf, Mayor

ATTEST:


Annette Geissman, Clerk/Treasurer


Theodore J. Lesiak, Village Solicitor

CONTRACT FOR LEGAL SERVICES FOR THE VILLAGE SOLICITOR

WHEREAS, the Village of Lodi, Medina County, Ohio has passed Ordinance No. 2719-06 relative to hiring a Village Solicitor; and

WHEREAS, Theodore J. Lesiak is an Attorney at Law in the State of Ohio and a partner in the law firm of Oberholtzer, Filous & Lesiak, a legal professional Association and does for himself and as a member of the firm desire to act as the Village Solicitor for the year 2007 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 Lodi and the undersigned do hereby enter into this contract subject to the agreement set forth herein.

1. **DUTIES**: The parties hereby agree that Theodore J. Lesiak and Oberholtzer, Filous & Lesiak shall serve as Village Solicitor for the Village of Lodi for a period commencing January 1, 2007 and ending December 31, 2007. 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 Lodi will be required to secure the services of another attorney for purposes of representation.
2. **COMPENSATION**: The parties agree that Theodore J. Lesiak shall receive as compensation for these services Seven Thousand One Hundred Twenty-eight Dollars (\$7,128.00) per year prorated from January 1, 2007, payable every two weeks. This amount shall be a base retainer which shall include services to the Village including attendance at one Board of Public Affairs meetings per month and two Council meeting per month (total estimated time to be six (6) hours per month). For time in excess of approximately six (6) hours per month for the meetings set forth herein, the Village shall be separately billed at a rate of Ninety-nine Dollars (\$99.00) per hour for those matters within the scope of this agreement. This additional time shall be billed by the law firm of Oberholtzer, Filous & Lesiak as has been the past practice.

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 Theodore J. Lesiak and the law firm of Oberholtzer, Filous & Lesiak, for any expenses which are incurred while representing the Village.

The parties agree that the base pay shall be paid directly to Theodore J. Lesiak as an employee of the Village. The additional hourly compensation shall be billed to the Village, on a monthly basis by the law firm of Oberholtzer, Filous & Lesiak.

SIGNED IN THE PRESENCE OF:

VILLAGE OF LODI, OHIO

Rita M. Yost
Witness

Thomas Longsdorf
Thomas Longsdorf, Mayor

Patricia A. Higgins
Witness

Annette Geissman
Annette Geissman
Clerk-Treasurer

Samuel A. Bents
Witness

Theodore J. Lesiak
Theodore J. Lesiak
Village Solicitor

Samuel A. Bents
Witness

OBERHOLTZER, FILOUS & LESIAK
Village Solicitor

AUTHORIZED BY ORDINANCE NO. 2719-06

Annette Geissman
Clerk-Treasurer