

Ordinance No. 2010- 07

Passed January 28, 20 10

**AN ORDINANCE ESTABLISHING A CONTRACT BETWEEN THE VILLAGE OF SABINA AND THE SOLICITOR FOR THE VILLAGE**

**WHEREAS**, Melissa S. Upthegrove, Attorney at Law, 129 N. Hinde Street, Washington C.H., Ohio 43160, has been appointed to serve as the Solicitor for the Village of Sabina, to serve Council in accordance with the Village Council and by Contract.

**WHEREAS**, this employment contract will be from February 1, 2010 until January 31, 2012.

**NOW, THEREFORE, THE COUNCIL FOR THE VILLAGE OF SABINA OHIO, OHIO  
HEREBY RESOLVES THAT:**

**Section 1.** Melissa S. Upthegrove, Attorney at Law, 129 N. Hinde Street, Washington C.H., Ohio 43160 be appointed to continue to serve as Solicitor for the Village of Sabina.

**Section 2.** The duties of the Village Solicitor shall be those as provided for in the Contract.

**Section 3.** The Village Solicitor shall be paid \$800.00 per month for an annually salary of \$9,600.00.

**Section 4.** The Village Solicitor shall also be paid for ordinary and extraordinary services as provided for in the attached contract and with the approval of Council.

**Section 5.** The Village Fiscal Officer of Sabina, Ohio is hereby authorized to execute this Ordinance along with the attached contract.

**Section 6.** This Ordinance shall take effect and be enforced beginning February 1, 2010.

**Section 7.** In accordance with R.C 731.17 (A) (2) the requirement that this Ordinance be read on three (3) different days is dispensed with by affirmative vote of at least 3/4 of the members of Council.

**Section 7.** In accordance with R.C. 731.30 this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and shall therefore be in full force and effect from and immediately upon affirmative vote of at least 2/3 of the members of Council. This Ordinance is declared as an emergency as the Village Solicitor's contract expires on January 31, 2010, and Council is in need of continued representation.

**PASSED THIS 28<sup>TH</sup> DAY OF JANUARY 2010**

Attest:

Approved by:

  
Diana L. Groves, Fiscal Officer

  
Peggy Sloan, President of Council

  
Dean Carnahan, Mayor

**ROLL CALL:**

Peggy Sloan yea Dan Osborne yea David Michael yea Bill Lewis yea  
Dean Hawk yea James Haley yea

**AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT is entered into between The Village of Sabina, Ohio ("Village") and Attorney Melissa S. Upthegrove ("Upthegrove") effective the 1st day of February 2010.

WHEREAS, Upthegrove currently acts as the Solicitor for the Village; and

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WHEREAS, the Village Council originally agreeded with Upthegrove for legal services in February of 2008 to provide those services;

WHEREAS, the Village Council now enters into a new Agreement to provide legal services to the Village Council.

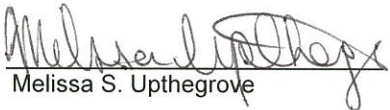
NOW THEREFORE, the Village and Upthegrove hereby agree as follows:

1. Upthegrove shall continue to serve as Solicitor for the Village as provided by Village Council.
2. The Village shall pay Upthegrove a annual salary of \$9,600.00 at \$800.00 per month.
3. General direction on administrative matters shall be given to Upthegrove through the Mayor and or Council or his/her designee. Upthegrove will perform only such legal activities for the Village as are authorized by the Village Council, Council Members, the Village Manager, the Village Clerk of Council or their designees. Upthegrove shall also be authorized to perform, without specific instruction, those legal functions which are necessary or desirable for the welfare of the Village.
4. Legal services that require filings in Court or legal services deem by the Village to be compensated, shall be compensated at an hourly agreeable to the Village and Upthegrove.
5. This Agreement contains all the covenants and agreements between the parties with respect to such employment in any manner whatsoever.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the Village Council.

In witness whereof, the parties have executed this Agreement effective the date first stated above.

By   
President of Village Council

By   
Mayor

By   
Melissa S. Upthegrove