

06-16

AN ORDINANCE EMPLOYING JON M. BROWNING AS LEGAL COUNSEL TO THE MAYOR AND REPEALING ORDINANCE 35-15, AND DECLARING AN EMERGENCY.

WHEREAS, it is in the interest of better administration of Village legal affairs to employ Jon M. Browning as Legal Counsel to the Mayor; and

WHEREAS, Section 733.48 of the Ohio Revised Code empowers Council to hire legal counsel; and

WHEREAS, amending Jon M. Browning's existing contract would benefit the Village by saving on legal expenses:

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO:

Section 1. In accordance with Section 733.48 the Ohio Revised Code, Council hereby employs Jon M. Browning as a Village Employee.

Section 2. Council authorizes the Mayor to execute the Amended Employment Contract, attached as Exhibit A,

Section 3. Mr. Browning's duties will be limited to those enumerated in the Amended Employment Contract.

Section 4. Council hereby repeals Ordinance 35-15 and amends the Employment Contract authorized within that Ordinance by adopting the Amended Employment Contract (see Exhibit A.).

Section 5. This Ordinance is declared to be an emergency measure, the immediate passage of which is necessary for the public health, safety and welfare of the Village, and for the further reason that the Village needs to resolve its legal staffing concerns while conserving economic resources. This Ordinance shall take effect and be in force immediately upon its passage.

Date Passed:

Attest:
Clerk,

Jacinta Flowers

Signed:
Mayor

TED SIMON Mayor

Date:

4/14/2016

Date:

4/14/2016

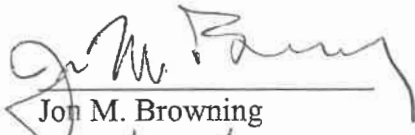
Approved as to Form:


Jon M. Browning
Jon M. Browning

AMENDED EMPLOYMENT CONTRACT

This is an Amended Employment Contract between Jon M. Browning and the Village of Lithopolis, Ohio. This Amended Employment Contract represents a compromise between Mr. Browning and the Village, and is an effort to avoid the costs of litigation. This Amended Employment Contract shall take effect immediately upon execution. The Parties agree to all the following terms:

1. Mr. Browning's current contract, dated December 15, 2015, attached as Exhibit A, is amended and replaced by this Amended Employment Contract.
2. Mr. Browning is excused from attending any Council meetings after the April 12, 2016 meeting. He shall attend and prosecute cases for Mayor's Court on April 25, 2016.
3. Mr. Browning will no longer serve as Lithopolis Village Solicitor. Instead, he will serve as legal counsel, for up to five hours per month, to Mayor Ted Simon until December 31, 2017. Mr. Browning's title shall be Legal Counsel.
4. As Legal Counsel to the Mayor, Mr. Browning shall provide general legal advice regarding village legal affairs to the Mayor. Such advice shall not include preparing letters, ordinances or resolutions, legal memoranda, or other written memos documents.
5. The Village of Lithopolis will pay Mr. Browning the pay promised to him under his current contract through the last day of the April 2016. Beginning the first day of the May 2016 and until the end of this Amended Employment Contract, the Village of Lithopolis shall pay Mr. Browning a salary of \$1,358.50 per month.
6. As an express condition of employment, the Village is hiring Mr. Browning as an employee, and Mr. Browning shall participate in the Ohio Public Employees Retirement System (OPERS). Mr. Browning agrees that he shall not seek and shall not participate in other benefits afforded Village employees.
7. The Village acknowledges Mr. Browning's authority to appoint, at his own expense, an assistant legal counsel for his position.
8. The Village shall not take any action to change or end this Agreement.
9. The Parties will not sue one another, or any officer, council member, or employee, for anything related to Mr. Browning's past employment with the Village.


Jon M. Browning
4/14/2016
Date


For the Village of Lithopolis
4/14/2016
Date

35-15

AN ORDINANCE EMPLOYING JON M. BROWNING, ATTORNEY AT LAW, AS VILLAGE SOLICITOR.

WHEREAS, the Village of Lithopolis requires the immediate need of legal services; and

WHEREAS, attorney Jon M. Browning has ably served this Village in the past with legal services;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO:

SECTION 1. The Council of the Village of Lithopolis employs Jon M. Browning, Attorney at Law, as the Village of Lithopolis Solicitor commencing January 1, 2016 and continuing through December 31st 2017. In the event the Village terminates the contract without cause, the Village shall pay Jon M. Browning the monthly salary based on the number of months remaining on the contract.

SECTION 2. The Village shall pay Jon M. Browning a monthly salary of \$2717.00. The Village shall pay Jon M. Browning an hourly fee of One Hundred Dollars/hour for extraordinary legal services, should the need for those services be necessary and desirable, as determined and approved by the Village Council.

SECTION 3. The ordinary legal services shall be those services enumerated in the Ohio Revised Code, and shall generally include preparing contracts, applications, agreements and other written instruments in which the Village is concerned, giving oral or written opinions to any officer of the Village, prosecuting matters that come before the Village's mayor's court or prosecuting cases in other courts on the Village's behalf, and providing legal counsel and advice for the Village and its officers.

SECTION 4. The extraordinary legal services that may be required generally include litigation before all courts or judicial or quasi-judicial forums or other legal matters beyond the scope of ordinary legal matter, as determined and approved by the Village Council.

SECTION 5. As a term and condition of employment, Jon M. Browning shall participate in the Ohio Public Employees Retirement System, also known as OPERS. Jon M. Browning agrees that he shall not seek and shall not participate in other benefits afforded Village employees.

SECTION 6. The Village and Jon M. Browning agree that his employment with the Village is nonexclusive. Jon M. Browning shall not, during the term of employment with the Village, accept representation of any client on any matter that conflicts with the best interests of the Village.

SECTION 7. The Village acknowledges Jon M. Browning's authority to appoint, subject to approval by the Mayor, an assistant village solicitor, at Jon M. Browning's own expense.

SECTION 6. This ordinance shall become effective at the earliest date provided by law.

DATE PASSED:

ATTEST: _____
CLERK

SIGNED: _____
MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM:

VILLAGE SOLICITOR
BY: JON M. BROWNING

**AGREEMENT HIRING ATTORNEY JON M. BROWNING
AS LITHOPOLIS VILLAGE SOLICITOR**

WHEREAS, the village of Lithopolis, Fairfield County, Ohio, requires immediate legal counsel; and

WHEREAS, attorney Jon M. Browning has ably served the village of Lithopolis, Fairfield County, Ohio, for the past thirteen years; and

WHEREAS, attorney Jon M. Browning is willing serve as the village solicitor for the village of Lithopolis, Fairfield County, Ohio;

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The village of Lithopolis, pursuant to Ordinance 35-15, hereby contracts with and employs Jon M. Browning as its solicitor, commencing January 1, 2016, and continuing through December 31, 2017. If the village terminates this contract without just cause, the village shall pay Jon M. Browning the monthly salary based on the number of months remaining on the contract.
2. The village of Lithopolis shall pay Jon M. Browning each month a salary of \$2717 (Two Thousand, Seven Hundred and Seventeen Dollars/Month) for ordinary legal services.

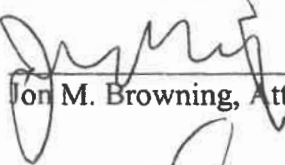
The village shall further pay, in addition to the monthly salary, an hourly fee of \$100 (One Hundred Dollars/Hour) for extraordinary legal services, should the need for those services be necessary and desirable, as determined and approved by the village council.

3. Ordinary legal services shall include those services enumerated in Ohio Revised Code Section 705.11, including preparing contracts, applications, agreements and other written instruments in which the village is concerned, giving oral or written opinions to any officer of the village, and prosecuting cases before the mayor's court or in other courts on the village's behalf.
4. Extraordinary services include, without limitation, and by way of example only, litigation before all courts or judicial or quasi-judicial forums, except Lithopolis mayor's court, negotiations conducted on behalf of the village, and all matters otherwise beyond the scope of ordinary legal services described in Paragraph 3.
5. As an express condition of employment, Jon M. Browning shall participate in the Ohio Public Employees Retirement system (OPERS). Jon M. Browning agrees that he shall not seek and shall not participate in other benefits afforded village employees.

6. The parties acknowledge and agree that Jon M. Browning's employment with the village is nonexclusive. Jon M. Browning shall not, during the term of his employment with the village, accept representation of any client on any matter that conflicts with the best interests of the village.

7. The village acknowledges Jon M. Browning's authority to appoint, at his own expense, subject to approval by the mayor, an assistant village solicitor. Approval by the mayor of Mr. Browning's appointment of an assistant village solicitor shall not be unreasonably withheld.

SIGNED and DATED



Jon M. Browning, Attorney at Law



Eric Sandine, Mayor 12/28/15