

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

RESOLUTION CM 22-01

Ordinance No. _____

Passed JANUARY 4th, 20 22

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT FOR SERVICES TO BE PROVIDED BY THE DIRECTOR OF LAW

WHEREAS, the Council for the Municipality of West Milton, Ohio approved the Municipal Manager's appointment of Leneé M. Brosh as Director of Law for the Municipality on February 11, 2020; and

WHEREAS, the Municipal Manager desires to enter into an agreement on behalf of the Municipality of West Milton for legal services to be provided by the Director of Law as described in the attached agreement, marked as (Exhibit A) ; and

WHEREAS, the agreement requires approval of Council;

NOW, Be it resolved by the Council of the Municipality of West Milton, Ohio that:

SECTION I: That the Municipal Manager is hereby authorized to enter into the attached agreement (Exhibit A) providing for legal services to be rendered by the Director of Law, Leneé M. Brosh.

SECTION II: This Resolution shall be in effect from and after the earliest date allowed by law.

Passed this 4th day of JANUARY, 2022.




Anthony Miller, Mayor

ATTEST



Laura Wright
Clerk of Council

APPROVED AS TO FORM:



Leneé M. Brosh
Director of Law

AGREEMENT FOR LEGAL SERVICES

This **AGREEMENT** by and between the Municipality of West Milton, Ohio, a municipal corporation hereinafter called "the Municipality," and Shipman, Dixon & Livingston Co., L.P.A., hereinafter called "the law firm" is entered into this 4th day of January, 2022 with the rates and payments established herein being effective February 1st, 2022 as authorized by Ordinance duly approved by the Council of West Milton, Ohio on the 4th day of January, 2022.

By the terms of this Agreement the parties hereto agree as follows:

SECTION I: LAW DIRECTOR

The firm shall provide to the Municipality all customary legal services as may be requested and as outlined herein, including providing a member of the firm to be designated as the Municipality's Director of Law in accordance with Section 6.02 of the Municipal Charter. It is hereby agreed that said person shall be Leneé M. Brosh, a partner of the firm. It is further understood and agreed that Ms. Brosh will serve as the Municipality's Director of Law, unless another suitable member of the firm is so designated and expressly approved by the Municipality. Should Ms. Brosh for any reason leave the firm, the Municipality shall have sixty (60) days to abrogate this Agreement or to accept another member to serve in the capacity of Director of Law. The firm shall further be responsible pursuant to this Agreement to designate a member, subject to the approval of the Municipal Manager, of a person to perform the duties of Municipal Prosecutor under the direction of Ms. Brosh.

Notwithstanding the above, it is further recognized that if Ms. Brosh is absent and otherwise not available for some brief period of time or has a conflict of schedule or interest in a specific matter of law that another member of the firm may temporarily represent the Municipality in the capacity of Director of Law.

It is further recognized and agreed that should the Municipality find itself involved in an action of law or request an opinion of law that requires some degree of specialization, that it may utilize the services of another firm or lawyer subject to Ms. Brosh's consent. The law firm further agrees to inform the Municipality of all cases or actions, in which any reasonable

appearance of conflict of interest may arise requiring the law firm to remove itself from representation of the Municipality.

SECTION II: SCOPE OF SERVICES

The firm shall provide to the Municipality all legal services customarily performed by a Municipal Law Director to include; attendance at scheduled Council meetings, meetings of other municipal bodies as requested, regular advisory meetings with the Municipal Manager, process and defend all claims the Municipality may find itself involved with, review documents and legislation, provide prosecutorial services on all criminal matters referred to include consultation with police officers as necessary, render opinion letters as requested by the Municipal Manager and advise the administration and Council on matters of law. All such services are to be performed in a timely manner.

SECTION III: TERM, PAYMENT AND WAIVER OF ADDITIONAL BENEFITS

The Director of Law shall upon appointment serve an indefinite term providing that the terms and conditions of this Agreement shall be reviewed every two years. The next review, unless otherwise altered by the parties, shall be January 31, 2022. The law firm shall provide the Municipality a monthly statement in adequate detail to show the nature and duration of all services performed.

For the period of February 1, 2022 to January 31, 2024, the Law Director shall be compensated at a fixed annual salary of \$60,000.00, which shall be paid directly to Ms. Brosh as a payroll employee in the approximate monthly amount of \$5,000 paid on the first payroll of each month.

The Municipality shall be responsible for all mandated withholdings to specifically being PERS or FICA, Medicare and Worker's Compensation. Ms. Brosh and the law firm agree to hereby expressly waive all rights and benefits customarily awarded other positions with the Municipality to include health care, insurance and leave benefits.

SECTION IV: LAW DIRECTOR EXPENSES

The Municipality agrees to pay the law firm for actual expenses incurred, a sum not to exceed One Thousand Dollars (\$1,000.00) per year and One Thousand Two Hundred Dollars (\$1,200.00) per year for out of pocket expenses incurred relating to training, trial or other office expenses that in the opinion of the parties hereto assist in the professional development of the Law Director or prosecuting designee in the performance of their duties for the Municipality.

SECTION V: TERMINATION

This Agreement may be terminated with or without cause by either party serving a sixty (60) day written notice on the other party. It is understood and agreed should the Agreement be so terminated the parties will agree among themselves whether any or all existing cases shall be continued by the firm and, if so, at what rate of compensation.

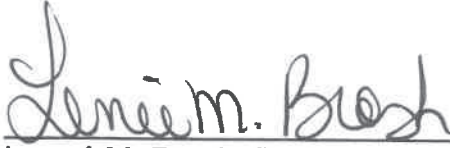
BY: Municipality of West Milton, Ohio



D. Jeffrey Sheridan,
Municipal Manager

Date: 1-4-22

BY: Shipman, Dixon & Livingston Co., L.P.A.



Leneé M. Brosh, Partner

Date: 1-4-22

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-8094 FORM NO. 30043

RESOLUTION CM-22-02

Ordinance No. _____

Passed JANUARY 4th, 2022

A RESOLUTION PROCLAIMING, COMMENDING, AND THANKING PATTERSON'S FLOWERS AND BOB AND CHARLOTTE MENKER FOR THEIR SERVICE TO THE CITIZENS OF THE MUNICIPALITY OF WEST MILTON, OHIO

WHEREAS, Patterson's Flowers has served the citizens of West Milton for 95 years; and

WHEREAS, the flower shop and greenhouse were constructed in 1926 by Robert Ewing Jennings and originally specialized in rock garden plants and landscaping around ponds and rock gardens; and

WHEREAS, Mr. Jennings sold the business to Harold "Pat" Patterson in 1947; and

WHEREAS, Mr. Patterson created a standing mailbox of flowers for a beloved, deceased, mail carrier that was so impressive that the business flourished; and

WHEREAS, Mr. Patterson sold the business to Mr. Robert "Bob" Menker in 1975; and

WHEREAS, Mr. Menker has been a part of Patterson's Flowers since 1962, taking his first and only job with the Flower Shop when he was still in Junior High School and having worked there for 58 years; and

WHEREAS, an untold number of flower arrangements and plants from Patterson's have been shared and brought joy for Mother's Day, Proms, weddings and various holidays and special occasions; and

NOW THEREFORE, Be it resolved by the Council of the Municipality of West Milton, Ohio that:

SECTION I: The Council of West Milton hereby recognizes, congratulates and thanks Bob and Charlotte Menker and Patterson's Flowers for 95 years of continuous service within the Municipality of West Milton.

SECTION II: This Resolution shall take effect and be in full force from and after its passage.

Passed this 4th day of January 2022



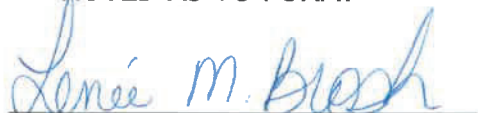
Anthony Miller, Mayor

ATTEST:



Laura Wright, Clerk of Council

APPROVED AS TO FORM:



Lenee' Brosh
Law Director