

RECORD OF RESOLUTIONS

Resolution No. 2015-V

July 13, 2015

CITY OF BELLBROOK, OHIO

RESOLUTION NO. 2015-V

A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER IN EXECUTING AN AGREEMENT FOR CITY PROSECUTION.

WHEREAS, Section 238.01 of the Bellbrook Municipal Code establishes the office of Prosecuting Attorney for the City of Bellbrook and establishes conditions and qualifications for employment of the Prosecuting Attorney; and

WHEREAS, the City of Bellbrook has negotiated an agreement with Attorney Ronald C. Lewis to be the Prosecutor; and

WHEREAS, the City Manager executed the agreement to ensure continuity of prosecution services; and

WHEREAS, the agreement began on July 1, 2015 and expires on June 30, 2016.

NOW, THEREFORE, THE CITY OF BELLBROOK HEREBY RESOLVES:

Section 1. That the action of the City Manager to execute the attached agreement with Ronald C. Lewis is hereby authorized.

Section 2. That this resolution shall take effect and be in force forthwith.

Robert L. Baird, Mayor

Carrie C. Smith, Clerk of Council

City of Bellbrook

AGREEMENT

This agreement is made effective as of the 1st day of July 2015 between the City of Bellbrook, Greene County, Ohio and Ronald C. Lewis, Attorney at Law, 101 North Detroit St., Xenia, OH 45385.

1. Ronald C. Lewis is hereby appointed Prosecutor for the City of Bellbrook. He shall serve at the pleasure of the City Manager.
2. In his position as Prosecutor, Ronald C. Lewis shall work under the supervision of the Municipal Attorney and shall handle the prosecution of such criminal misdemeanor offenses as shall be assigned to his responsibility. Bellbrook City Prosecutor functions include: case review and warrant/summons preparation, pre-trial conference meetings, trial preparation of witnesses and officers, and trials and appeals before the appropriate court. Additionally, the City Prosecutor shall review changes in police procedures, review police training outlines and associated documents, and provide presentations for agency police officers as needed. The City Prosecutor also provides prosecution services to the zoning and administrative departments, as needed. (The preceding list is not exhaustive.)
3. In consideration for his services as City Prosecutor, Ronald C. Lewis shall be paid a flat fee of \$2,500.00 for each month of service, for the year beginning July 1, 2015 until June 30, 2016. Secretarial services will be provided by Ronald C. Lewis.

Note: In the event that the City of Bellbrook begins receiving reimbursement from the Greene County Board of Commissioners for prosecution services during this

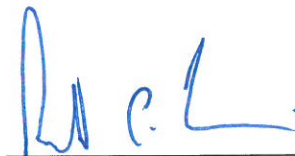
agreement period, the compensation of Ronald C. Lewis will be renegotiated within 60 days of the receipt of County payments.

4. Ronald C. Lewis shall render to the City a quarterly statement in such form as may be specified by the City Manager.
5. In the event that Ronald C. Lewis finds it necessary to remove himself from any case, due to conflict or any other reason, he may appoint a substitute prosecutor. Any such appointment by Ronald C. Lewis is subject to approval of the City Manager. Ronald C. Lewis shall pay such substitute attorney and shall bill the City for the actual amount of such fees, not to exceed the hourly fee of \$100.00 for every hour worked.
6. Either party may terminate this agreement by providing the other party with a thirty (30) day notice of termination.

CITY OF BELLBROOK

By: 
MARK A. SCHLAGHECK
City Manager

Date: 6.30.2015


RONALD C. LEWIS
City Prosecutor

Date: 6-30-2015