

**ORDINANCE NO. 6-14**

**AN ORDINANCE DETERMINING TO PROCEED  
WITH IMPROVEMENTS TO WASHINGTON STREET  
AND SCHOOL LANE BY WAY OF RECONSTRUCTION OF  
SAID STREETS WITH CONCRETE PAVEMENT, CURBS  
CURBS, STORM SEWER DRAINAGE, TOGETHER  
WITH OTHER NECESSARY APPURTENANCES,  
AND DECLARING AN EMERGENCY**

WHEREAS, this Council did duly adopt Resolution No. R-2-14 on the 25<sup>th</sup> day of February, 2014, declaring therein the necessity of the proposed improvements hereinafter described; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, Ohio, three-fourths (3/4) of its members concurring herein as follows:


1. That it is hereby determined to proceed with the improvement of Washington Street between State Route 301 and School Lane (approximately 580 feet) and School Lane between Washington Street and State Route 162 (approximately 260 feet) by way of reconstruction of said streets with concrete pavement, necessary curbs, and storm sewer drainage improvements, together with other necessary appurtenances in accordance with the approved provisions of said Resolution No. R-2-14 and in accordance with the plans, profiles, specifications, and the estimate of cost for said improvements heretofore approved and filed in the office of the Village Fiscal Officer.

2. That the Village Fiscal Officer is hereby authorized and directed to advertise for bids for the construction of said improvements in the manner provided by law and subject to the provisions of Ohio Revised Code § 727.24 and with the availability of funds, the Village shall enter into a contract for said improvements with the lowest and best bidder. The Village


specifically reserves the right to reject any and all bids at any point prior to contracting as deemed necessary by the Village Council.

3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said Village and for the particular reason that the improvements hereinbefore described are immediately needed for the safe maintenance of highway and pedestrian traffic to the benefited area of said Village, and, therefore, this Ordinance shall be in full force and effect from and after its passage.

PASSED: February 25, 2014

  
\_\_\_\_\_  
~~TOMMY RAMEY~~, Mayor  
DAN DEROSSETT

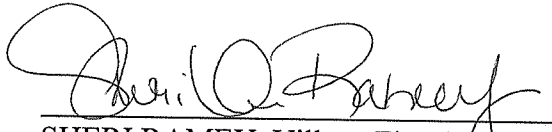
ATTEST:

  
\_\_\_\_\_  
SHERI RAMEY, Village Fiscal Officer

**CERTIFICATE**

The undersigned Spencer Village Fiscal Officer hereby certifies that the foregoing is a true and exact copy of Ordinance No. 6 -14 duly passed by Council for the Village of Spencer, Ohio, on the 25<sup>th</sup> day of February, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Spencer, Ohio, on this 25<sup>th</sup> day of February, 2014.

  
\_\_\_\_\_  
SHERI RAMEY, Village Fiscal Officer

COPY

## AGREEMENT FOR INDIGENT DEFENSE SERVICES IN MUNICIPAL COURT

This Agreement is entered into by and between the Medina County Public Defender Commission, and the Medina County Commissioners, with a mailing address of 144 North Broadway Street, Medina, Ohio 44256, (hereinafter referred to as the "COUNTY"), and the Village of Spencer with a mailing address of 600 East Smith Road, Medina, OH 44256 (hereinafter referred to as the "VILLAGE").

WHEREAS, the VILLAGE of Spencer recognizes its responsibility under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with a violation of a VILLAGE Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty, and

WHEREAS, Medina County has adopted a program whereby a Public Defender Commission has been formed and has established a Public Defender Office for providing indigent defense in Municipal Court and if there is a conflict of interest or for any other reason contained in OAC 120-1-04 or OAC 120-1-07 then the Court will appoint assigned counsel attorneys.

WHEREAS, the COUNTY Public Defender Commission and Commissioners pursuant to Ohio Revised Code §120.14 and §120.16 may enter into a contract with a municipal corporation whereby the County provides legal representation to indigent persons charged with a violation of an ordinance of a municipal corporation for which the penalty or possible adjudication includes the potential loss of liberty and under which the municipal corporation shall pay the COUNTY for these services.

WHEREAS, these contracts must contain terms in conformance with Ohio Administrative Code 120-1-09 and the parties must follow the Ohio Public Defender Commission standards and guidelines and the COUNTY Maximum Fee Schedule for Appointed Counsel, in order for the COUNTY to obtain reimbursement for indigent defense costs pursuant to Ohio Revised Code §120.18, §120.33 and §120.35, and pay the VILLAGE its appropriate share if such has not already been calculated into the formula to determine compensation, and

WHEREAS, this Agreement has been authorized by Resolution No. 6-14, passed by the Village of Spencer's VILLAGE Council on October 15, 2014, and by Resolution No. \_\_\_\_\_, passed by the Board of Commissioners of Medina County on \_\_\_\_\_, and passed by the Medina County Public Defender Commission on \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree to bind themselves as follows:

### 1. REPRESENTATION

- 1.1 The COUNTY, on behalf of the VILLAGE, agrees to provide legal representation in Municipal Court on or after the commencement date and during the term of this agreement in cases where the defendant is indigent and charged with the commission of an offense or act which is a violation of a VILLAGE ordinance and for which the penalty or any possible adjudication includes the potential loss of liberty.
- 1.2 Indigency shall be determined in accordance with the standards of indigency and other rules and guidelines established by the Ohio Public Defender's Commission and the State Public Defender, pursuant to Ohio Revised Code §120.03 and Ohio Administrative Code §120-1-03.
- 1.3 A major purpose of this agreement is to enable the COUNTY to obtain partial reimbursement of its costs to have the County Public Defender or, when necessary appointed counsel, provide legal representation in Municipal Court for indigent persons

charged with any violation of a VILLAGE Ordinance for which the penalty or any possible adjudication includes the potential loss of liberty. Any question regarding terms or performance of this agreement should be resolved in favor of obtaining this result.

## **2. COMPENSATION**

### **2.1 VILLAGE agrees to pay the COUNTY for Public Defender Representation as follows:**

The sum of \$100.00 per case containing an initially charged violation of a VILLAGE Ordinance that results in a plea any time before trial.

The sum of \$125.00 per case containing an initially charged violation of a VILLAGE Ordinance that proceeds to a trial.

A case shall be counted as any matter in which the VILLAGE initially charges an indigent person under a VILLAGE Ordinance for which jail is a possible sentence.

Matters that have multiple ordinances under one case number shall be counted as one case.

Where a case has both ordinance charges and ORC charges the VILLAGE will be billed.

### **2.2 In addition to the payments for the Public Defender services, in situations, where assigned counsel is appointed, the COUNTY will pay the assigned counsel and bill the VILLAGE monthly for VILLAGE Ordinance violation cases the COUNTY paid in any particular month, based on qualifying attorney vouchers. The COUNTY will issue an invoice to the VILLAGE and the VILLAGE will have sixty (60) days to pay from date of receipt.**

### **2.3 Amounts paid by the VILLAGE for representation of such indigent persons, whether by a contractual amount or fee schedule, shall not exceed the fee schedule in effect and adopted by the COUNTY Commissioners.**

### **2.4 Applications for transcripts and expert fees may be made to the Court. When granted by the Court in VILLAGE code violation cases, the COUNTY will pay, bill the VILLAGE and the VILLAGE will reimburse the COUNTY.**

### **2.5 The COUNTY shall promptly pay over to the VILLAGE any reimbursement received from the Office of the Ohio Public Defender Commission pursuant to Chapter 120 of the Ohio Revised Code for any amounts the VILLAGE expended pursuant to this agreement for assigned counsel costs, experts and expenses in municipal code violation cases.**

*(There is no sharing of state reimbursement for the PD office costs.)*

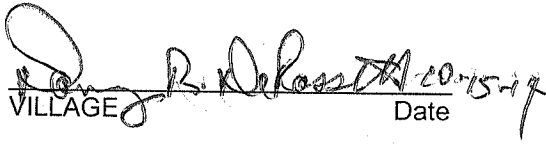
## **3. DURATION OF CONTRACT and TERMINATION**

### **3.1 The term of this agreement shall be from January 1, 2015 through December 31, 2015.**

### **3.2 This section intentionally left blank.**

### **3.3 If COUNTY or VILLAGE shall fail to fulfill in a reasonable, timely and proper manner its obligations under this agreement or if either party shall substantially violate any of the covenants, agreements or stipulations of this agreement, then the aggrieved party shall hereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying an effective date thereof at least thirty (30) days before the effective date of said termination. Termination by either party shall not constitute**

IN WITNESS WHEREOF, the parties have hereunto set their hands.

  
VILLAGE \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
County PD Commissioner \_\_\_\_\_ Date \_\_\_\_\_

~~VILLAGE \_\_\_\_\_ Date \_\_\_\_\_~~

\_\_\_\_\_  
County PD Commissioner \_\_\_\_\_ Date \_\_\_\_\_

~~VILLAGE \_\_\_\_\_ Date \_\_\_\_\_~~

\_\_\_\_\_  
County PD Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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County PD Commissioner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
County Commissioner \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Medina County Public Defender \_\_\_\_\_ Date \_\_\_\_\_

Approved by:

\_\_\_\_\_  
Timothy Young \_\_\_\_\_ Date \_\_\_\_\_  
Ohio Public Defender