

RESOLUTION NO. 2025-05

**A RESOLUTION AUTHORIZING THE MAYOR AND
FISCAL OFFICER OF THE VILLAGE OF BAILEY
LAKES TO ENTER INTO A CONTRACT FOR
LEGAL SERVICES FOR A PERIOD OF ONE (1)
YEAR.**

WHEREAS, in order to provide for legal counsel for the Village of Bailey Lakes, Ohio for all routine services and for representation in any pending and future litigation, it is necessary that the Village of Bailey Lakes, retain legal counsel;

WHEREAS, the Village of Bailey Lakes desires to retain legal counsel for a period of one (1) year.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF BAILEY LAKES, STATE OF OHIO:**

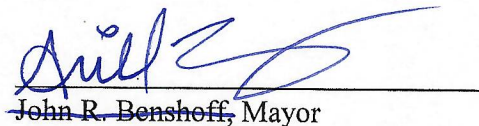
SECTION 1. That the Mayor and Fiscal Officer of the Village of Bailey Lakes are hereby authorized and directed to enter into a contract on behalf of the Village of Bailey Lakes with the Law Firm of David M. Hunter, Attorney at Law, for a period of one (1) year commencing April 1, 2025 until March 31, 2026, unless otherwise terminated pursuant to the terms of the agreement.

SECTION 2. That the Village of Bailey Lakes, Ohio in consideration for services rendered by the Law Firm of David M. Hunter, Attorney at Law, shall pay the sum of **One Hundred and 00/100 Dollars (\$100.00) per hour** for all billable hours rendered by David M. Hunter, Attorney at Law, for representation of the Village, which services shall include the preparation and typing of ordinances and resolutions, attendance at council meetings, office consultations with the Mayor and other representatives or elected officials of the Village, and such special proceedings as litigations and court annexation proceedings, criminal prosecutions and other special proceedings undertaken by the Village such as water and sewer projects.

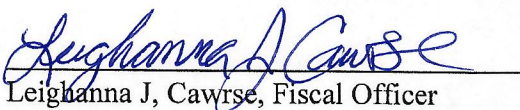
SECTION 3. This Ordinance shall take effect and be in force at the earliest date allowed by law.

Dated: March 24, 2025

Attest:


John R. Benshoff, Mayor

Ariel Isaacs, Acting Mayor


Leighanna J. Cawrse, Fiscal Officer


LAW OFFICE OF
DAVID M. HUNTER

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Loudonville, Ohio 44842

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Email:

mhlaw@neohio.twcba.com

CONTRACT FOR LEGAL SERVICES

This Agreement made and entered into this 24th day of March, 2025, by and between the law firm of David M. Hunter, Attorney at Law, hereinafter referred to as "Firm," and the Village of Bailey Lakes, an Ohio Municipal Corporation, hereinafter referred to as "Village."

WITNESSETH

WHEREAS, Council of the Village of Bailey Lakes has authorized the execution of this Agreement with the passage of Resolution No. 2025-5; and

WHEREAS, Village desires to retain the services of Firm for a period of one (1) year, and said Firm desires to provide such legal services.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, as well as other good and valuable considerations, the parties hereto agree as follows:

1. Firm agrees to render all legal advice and services which Village, its elected officials and other representatives shall request in relation to Village affairs or acts, including but not limited to: (a) consultations with elected officials, department heads, and other representatives of the Village; (b) preparation of all legal instruments, ordinances, resolutions, contracts, or the like, of whatsoever nature, as the Village may require; (c) prosecution and defense of all causes of action accrued or to accrue during said period for or against Village; (d) prosecution of criminal misdemeanors as required by statute; and (e) annexation proceedings or other special proceedings undertaken by the Village such as water and/or sewer projects.

2. Village agrees to pay Firm at the rate of **One Hundred and No/100 Dollars (\$100.00)** per hour for all legal services rendered to the Village, effective **April 1, 2025** and thereafter throughout the term of this contract, within 30 days following submission of a statement for such services. Village further agrees to reimburse Firm for any reimbursable expenses advanced by Firm on behalf of Village, which are necessary and related to any legal representation of Village.

3. Firm accepts employment by Village for a period of one (1) year, and agrees to render all necessary or requested legal services when called upon. Village agrees to employ Firm for a period of one (1) year. Primary legal counsel for Village under this contract shall be David M. Hunter. Other attorneys associated with the Firm, and engaged by the Firm, however, may render legal services to Village pursuant to this contract at the discretion of Firm.

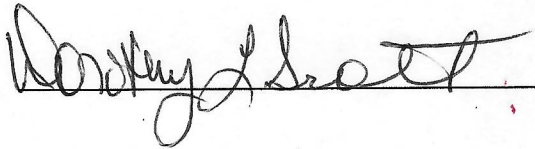
4. This agreement may be terminated by either party upon 30 days written notice.

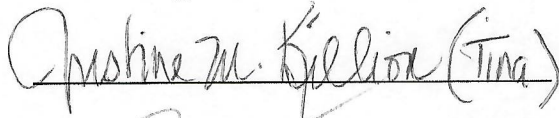
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives on the day and date first set forth above.

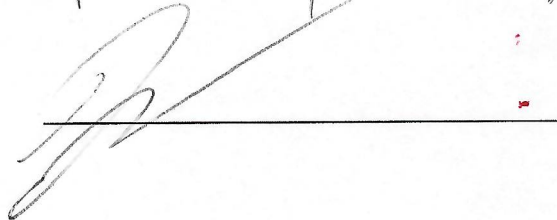
Signed in the presence of:

VILLAGE OF BAILEY LAKES






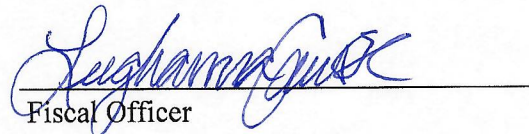








Mayor / Council President



Fiscal Officer

David M. Hunter
Attorney at Law