

**VILLAGE OF CHAUNCEY  
STATE OF OHIO  
RESOLUTION NO. 2025-4**

**A RESOLUTION AUTHORIZING THE MAYOR AND  
SOLICITOR TO NEOGIOTATE AND ENTER INTO A  
CONTRACT FOR A VILLAGE PROSECUTOR**

**WHEREAS**, it is necessary for the Village of Chauncey to engage an attorney at law to serve as Village Prosecutor; and,

**WHEREAS**, Ohio Revised Code Section 705.11 authorizes the Village Solicitor to engage an assistant who may serve as Village Prosecutor, and

**WHEREAS**, the necessity for the Village of Chauncey to engage a new Village Prosecutor is immediate,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Chauncey, State of Ohio, as follows:

**Section 1.** The Mayor and Solicitor are hereby authorized to negotiate a contract with a qualified attorney at law to serve as Prosecutor for the Village of Chauncey and to prosecute misdemeanor criminal actions filed by and in the name of the Village of Chauncey before the Athens County Municipal Court. Such negotiations shall be subject to any restrictions or conditions set forth herein.

**Section 2.** The Prosecutor shall be paid a monthly salary in accordance with the Agreement negotiated by the Mayor and the Solicitor. The Prosecutor's salary shall constitute fully creditable PERS service.

**Section 3.** The Prosecutor so appointed shall exercise such duties as assigned by the Solicitor to prosecute misdemeanor criminal actions filed by and in the name of the Village of Chauncey before the Athens County Municipal Court.

**Section 4.** The Mayor, Solicitor, and Fiscal Officer of the Village of Chauncey, Ohio are hereby authorized and directed to execute a contract on behalf of the Village for employment of a Prosecutor, for a monthly salary of up to \$700 per month. The contract shall be for a term of not more than 2 years.

**Section 5.** It is the purpose of this Resolution to continue without interruption the services of a Prosecutor to prosecute misdemeanor criminal actions filed by and in the name of the Village of Chauncey before the Athens County Municipal Court and therefore this Resolution is deemed an emergency measure necessary to protect the safety, health and welfare of the Village residents and shall take effect immediately upon passage.

This Resolution is passed on suspension of the three readings requirement set forth in ORC 731.17 by vote of three-fourths of Council members, and shall take effect immediately upon passage.

**RESOLVED THIS 9th of January, 2025**

**ATTEST**

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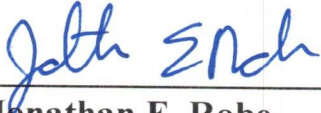
**President of Council**

**ATTEST**

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**Kevin Simons**  
**Village Fiscal Officer**

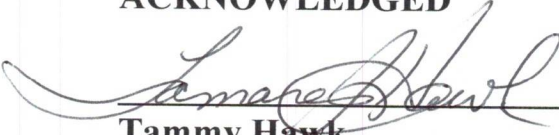
**APPROVED AS TO FORM**

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**Jonathan E. Robe**  
**Solicitor**

**ACKNOWLEDGED**

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**Tammy Hawk**  
**Mayor**

## CERTIFICATION OF POSTING/PUBLICATION

The foregoing is a true copy of RESOLUTION 2025-4

Publication of this RESOLUTION was made by posting a copy on the Village's website at <https://villageofchauncey.com/> and the Village's social media page at <https://www.facebook.com/VillageofChauncey> on \_\_\_\_\_.

Publication of this RESOLUTION was also made by posting this copy at five public locations within the Village as follows:

Village Hall Date \_\_\_\_\_

Chauncey Marathon Date \_\_\_\_\_

CeeDee Carryout Date \_\_\_\_\_

Post Office Date \_\_\_\_\_

Library Date \_\_\_\_\_

Other Date \_\_\_\_\_

Attest: \_\_\_\_\_

Date \_\_\_\_\_

Kevin Simons  
Fiscal Officer

**AGREEMENT AND CONTRACT FOR LEGAL SERVICES  
FOR VILLAGE PROSECUTOR PURSUANT TO R. C. 705.11**

This Agreement and Contract for Legal Services is entered this \_\_\_\_ day of January, 2025 by and between the Village of Chauncey (“Village”) and Jamarcus Macartney, Esq. (“Macartney”) (collectively, “Parties”).

It is hereby agreed between the Parties and adopted by Resolution of Council as follows:

1. Village hires Macartney to be Village Prosecutor for the Village of Chauncey, Ohio (“Village”) to prosecute misdemeanor criminal actions filed by and in the name of the Village of Chauncey before the Athens County Municipal Court with full statutory authority and immunity.
2. Macartney agrees to act as Village Prosecutor for the Village to prosecute misdemeanor criminal actions filed by and in the name of the Village of Chauncey before the Athens County Municipal Court with full statutory authority and immunity.
3. The Village agrees to pay Macartney \$8,400.00 per calendar year for his service, paid at the rate of \$700.00 per month on or before the 15th of each month. The Village shall also offer full OPERS credit to Macartney for his services.
4. The Village agrees to reimburse Macartney for expenses advanced by Macartney, provided however, that any such expenses shall be previously approved by the Village.
5. At the request of either Party, the Village and Macartney may conduct review of this contract and the prosecution workload required for the Prosecutor determine that each



party is getting a fair deal. Adjustments will be made if warranted and if agreed to by both Parties.

6. This contract is for one (1) year. It is effective January 1, 2025 and expires December 31, 2025.
7. The Village shall not be responsible for any federal and state income tax withholding, unless otherwise requested.

**Agreed to:**

For the Village of Chauncey:

By: \_\_\_\_\_  
Jamarcus Macartney, Esq.

By: \_\_\_\_\_  
Mayor Tammy Hawk

Dated: January \_\_, 2024

By: \_\_\_\_\_  
Village Solicitor

By: \_\_\_\_\_  
Fiscal Officer