

## RECORD OF ORDINANCE

Ordinance No. 16-2022

Date Passed 11-14 2022

### AN ORDINANCE EMPLOYING JON M. BROWNING, ATTORNEY AT LAW, AS VILLAGE SOLICITOR

WHEREAS, the Village of Rushville requires legal services; and

WHEREAS, attorney Jon M. Browning has shown the ability to provide this service;

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF RUSHVILLE,  
FAIRFIELD COUNTY, STATE OF OHIO;**

**Section 1.** The Council of the Village of Rushville employs Jon M. Browning, Attorney at Law, as the Village of Rushville Solicitor commencing January 1, 2023 and continuing through December 31, 2024. In the event the Village terminates the contract without cause, the Village shall pay Jon M. Browning the monthly salary based on the number of months remaining on the contract.

**Section 2.** The Village shall pay Jon M. Browning a yearly salary of Eighteen Thousand Dollars (\$18,000), payable in 12 monthly installments of One Thousand, Five-Hundred Dollars (\$1,500)/month for regular and ordinary legal services. The Village shall pay Jon M. Browning an hourly fee of One Hundred and fifty (\$150) Dollars/hour for extraordinary legal services, should the need for those services be necessary and desirable, as determined and approved by the Village Council, or as provided by the Ohio Revised Code.

**Section 3.** The ordinary legal services shall be those services enumerated in the Ohio Revised Code, and shall generally include preparing contracts, applications, agreements, and other written instruments in which the Village is concerned, giving oral or written opinions to any officer of the Village, and providing legal counsel and advice for the Village and its officers.

**Section 4.** The extraordinary legal services that maybe required generally include litigation before all courts or judicial or quasi-judicial forums or other legal matters beyond the scope of ordinary legal matters, as determined and approved by Village Council, or as dictated by the Ohio Revised Code.

**Section 5.** As a term and condition of employment, Jon M. Browning shall participate in the Ohio Public Employees Retirement System, also known as OPERS. Jon M. Browning agrees that he shall not seek and shall not participate in other benefits afforded Village employees.

**Section 6.** The Village and Jon M. Browning's agree that his employment with the Village is nonexclusive. Jon M. Browning shall not, during the term of employment with the Village, accept representation of any client on any matter that conflicts with the best interest of the Village.

**Section 7.** The Village acknowledges Jon M. Browning's authority to appoint, subject to approval by the Mayor, an assistant solicitor, at Jon M. Browning's own expense.

**Section 8.** This ordinance shall become effective and be in force at the earliest date provided by law.

**AGREEMENT HIRING ATTORNEY JON M. BROWNING  
AS RUSHVILLE VILLAGE SOLICITOR**

WHEREAS, the village of Rushville, Fairfield County, Ohio, requires immediate legal counsel; and

WHEREAS, attorney Jon M. Browning is willing serve as the village solicitor for the village of Rushville, Fairfield County, Ohio; and

WHEREAS, the village council has approved by ordinance hiring Jon M. Browning:

THE PARTIES HEREBY AGREE AS FOLLOWS:

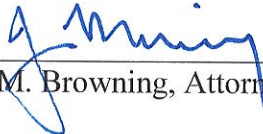
1. The village of Rushville hereby employs Jon M. Browning as its solicitor, commencing January 1, 2023, and continuing through December 31, 2024. If the village terminates this contract without just cause, the village shall pay Jon M. Browning the monthly salary based on the number of months remaining on the contract.
2. The village of Rushville shall pay Jon M. Browning each month a salary of \$1,500 (One Thousand, Five Hundred Dollars/Month) for ordinary legal services.

The village shall further pay, in addition to the monthly salary, an hourly fee of \$150 (One Hundred-Fifty Dollars/Hour) for extraordinary legal services, should the need for those services be necessary and desirable, as determined and approved by the village council.

3. Ordinary legal services shall include those services enumerated in Ohio Revised Code Section 705.11, including preparing contracts, applications, agreements and other written instruments in which the village is concerned, giving oral or written opinions to any officer of the village, and prosecuting cases before the mayor's court or in other courts on the village's behalf.
4. Extraordinary services include, without limitation, and by way of example only, litigation before all courts or judicial or quasi-judicial forums, negotiations conducted on behalf of the village, and all matters otherwise beyond the scope of ordinary legal services described in Paragraph 3.
5. As an express condition of employment, Jon M. Browning shall participate in the Ohio Public Employees Retirement system (OPERS). Jon M. Browning agrees that he shall not seek and shall not participate in other benefits afforded village employees.
6. The parties acknowledge and agree that Jon M. Browning's employment with the village is nonexclusive. Jon M. Browning shall not, during the term of his employment with the village, accept representation of any client on any matter that conflicts with the best interests of the village.

7. The village acknowledges Jon M. Browning's authority to appoint, at his own expense, subject to approval by the mayor, an assistant village solicitor. Approval by the mayor of Mr. Browning's appointment of an assistant village solicitor shall not be unreasonably withheld.

SIGNED and DATED

  
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Jon M. Browning, Attorney at Law

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Paul Norby, Mayor, Rushville