

RECORD OF ORDINANCES

Ordinance No. 2020-42

Passed DECEMBER 14 2020

AN ORDINANCE TO RE-APPOINT JEFFREY FEYKO TO THE POSITION OF VILLAGE SOLICITOR FOR THE VILLAGE OF BALTIMORE, OHIO, FOR A TERM OF TWO (2) YEARS, AND TO FIX THE COMPENSATION TO BE PAID AND THE DECLARATION OF AN EMERGENCY

WHEREAS, it is the Village's desire to re-appoint Jeffrey Feyko as the Solicitor for the Village of Baltimore, Ohio, as a Village employee for a term of two (2) years; and,

WHEREAS, the Village Solicitor's existing contract expires on December 31, 2020; and,

WHEREAS, due to the expiration date of the current employment agreement and the need to have a Solicitor engaged on the Village's behalf on an ongoing, uninterrupted basis, this legislation needs to be approved on an emergency basis;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: That Jeffrey Feyko, Attorney at Law, be and hereby is re-appointed Solicitor for the Village of Baltimore as a Village employee for the term of two (2) years commencing on January 1, 2021, and ending December 31, 2022, pursuant to the Employment Agreement attached hereto and incorporated herein by reference. The Village Administrator and Fiscal Officer are authorized and hereby directed to execute this Agreement.

SECTION 2: For the reasons noted in the preamble, this Ordinance is declared to be an emergency measure necessary for the health, safety and general welfare of the community. Therefore, this ordinance shall become effective immediately upon its passage by Council.


Brad Nicodemus, Mayor

DATE OF PASSAGE: 12-14-2020

EFFECTIVE DATE: 12-14-2020

ATTEST: 
Brian Bibler, Fiscal Officer

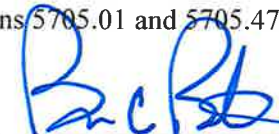
SPONSOR: COSGRAY

APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this contract has been lawfully appropriated for such purpose and is in the treasury, or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Sections 5705.01 and 5705.47, Ohio Revised Code.

12/16/20
Date


Brian Bibler, Fiscal Officer

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of December, 2020, by and between the VILLAGE OF BALTIMORE, State of Ohio, a municipal corporation, hereinafter called the "Village", as party of the first part, and JEFFREY FEYKO, hereinafter called "Attorney," as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the Village desires to secure the services of said JEFFREY FEYKO as Attorney for the Village of Baltimore, Ohio as a Village employee; and,

WHEREAS, the Attorney represents himself to be knowledgeable in the requirements of a Village Solicitor and desires to accept the position as Village Solicitor of said Village and it is in reliance thereon that the Village is retaining the services of said Attorney:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1: DUTIES

The Village hereby agrees to re-appoint said Jeffrey Feyko as Village Solicitor of said Village as a Village employee to perform the functions and duties as are designated in Exhibit A which is attached hereto and incorporated by reference. The Attorney shall aid the Village in all areas requiring legal guidance, except as otherwise specifically authorized herein.

SECTION 2: TERM

A. This Agreement shall commence and be effective as of January 1, 2021, and conclude as of December 31, 2022.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Village Council to terminate the services of Attorney at any time. The Village Council shall be the Attorney's "appointing authority" for all purposes herein.

C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Attorney to resign at any time from his position with the Village.

D. Attorney agrees to serve the Village as Solicitor until the expiration of this Agreement.

SECTION 3: COMPENSATION

A. The Attorney shall be considered a Village contract employee and all provisions of the ordinances, rules and regulations of the Employer relating to retirement and pension system contributions, fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Attorney as they would to other Village employees of the Employer, except as otherwise provided herein. The employment benefits shall include but shall not be limited to OPERS contributions, Worker's Compensation contributions and Medicare contributions.

B. Village agrees to pay the Attorney his current yearly salary of Sixty Thousand Three Hundred Sixty and 00/100 Dollars (\$60,360.00), plus benefits, for the first year of the two-year term for all aspects of his job hereinafter defined and designated in EXHIBIT A. The Attorney shall be paid on a semi-monthly basis. The Village shall review the salary for the second year of the two-year term, in order to determine whether any changes are needed.

C. The Village agrees to pay the Attorney's health care insurance through, as the same is available to other qualified Village employees. In the event that Village employees are required to pay a portion of their health insurance in the future, the Solicitor will also pay a portion of the health insurance coverage in the same fashion as other Village employees.

D. The Village also agrees to cover the Attorney under their governmental errors and omissions insurance policy.

E. The Village agrees to reimburse the Solicitor for dues, publications, seminars, and postage fees associated with his duties as Solicitor. Any reimbursement for “seminar” and “publication” expenses would occur only if such expenses are directly related to municipal legal matters (i.e., seminars on land use/annexation; seminars on Mayor’s Court prosecution, if applicable; dues for Ohio Municipal League/Ohio Municipal Attorneys Association, etc.).

SECTION 4: SPECIAL COUNSEL

The Village agrees to authorize the Attorney to utilize special counsel in situations he determines appropriate.

SECTION 5: GENERAL PROVISIONS

- A. That the text herein shall constitute the entire agreement between the parties.
- B. This agreement shall become effective commencing January 1, 2021.
- C. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Village of Baltimore has caused this agreement to be signed and executed in its behalf by its Village Administrator and Fiscal Officer, and the Attorney has signed and executed this agreement, both in duplicate, the day and year first above written.

VILLAGE OF BALTIMORE, OHIO

By: 
Teri Wise, Village Administrator

By: 
Brian Bibler, Fiscal Officer



Jeffrey Feyko, Esq. (#0030030)
Solicitor

EXHIBIT A

**DESIGNATION OF DUTIES OF
BALTIMORE VILLAGE SOLICITOR**

- (1) Attend regular Village Council meetings;
- (2) Attend special Village Council meetings as required;
- (3) Attend such other Village meetings as requested;
- (4) Work with and assist other employees and officials of the Village in conducting Village business;
- (5) Represent or aid in the representation of the Village in matters involving civil or criminal litigation;
- (6) Aid the Village in all areas requiring legal guidance;
- (7) If applicable, assist in administration of Mayor's Court and act as Prosecutor in Mayor's Court;
- (8) If applicable, appoint Assistant Village Solicitors for the purpose of assisting the Village when the Solicitor is unavailable and/or unable to handle cases in Mayor's Court. The Village Solicitor shall not be responsible for the prosecution costs or fees of any cases transferred to, filed in, or otherwise heard in the Fairfield County Municipal Court and arising in the Village.