

ORDINANCE NO. 47-78

BY: Cardyn Thomas Wood

To authorize the Mayor to execute a contract with Gregory S. Lashutka, City Attorney for Columbus, for the Prosecution of certain cases before Franklin County Municipal Court, Criminal Division, and to represent the Bureau of Motor Vehicles in certain cases in Franklin County Municipal Court, Civil Division, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, STATE OF OHIO:

Section 1. That the Mayor is hereby authorized to execute a contract with Gregory S. Lashutka, City Attorney for Columbus, for the prosecution of certain cases before Franklin County Municipal Court, Criminal Division, and to represent the Bureau of Motor Vehicles in certain cases in Franklin County Municipal Court, Civil Division, a complete copy of which contract is attached hereto for reference.

Section 2. That this ordinance is an emergency ordinance necessary for the immediate preservation of the public peace, health and safety, said emergency being that representation in the Franklin County Municipal Court is necessary for the adequate operation of our Police Department, and this ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: September 27, 1978

Jeffrey S.
President of Council

Attest:

John H. Homburger
Clerk of Council

Approved: Sept. 27, 1978

David H. Madison
MAYOR

1st reading 9/12/78

CONTRACT

This Agreement, entered into this 1st day of January, 1978, by and between Gregory S. Lashutka, City Attorney of Columbus, Ohio, pursuant to Resolution No. 193X76, passed September 13, 1976, and the City of Bexley, Ohio, by David H. Madison, Mayor, pursuant to Ordinance No. 47-78 passed 9/27/78, for the prosecution of certain cases before the Franklin County Municipal Court, Criminal Division, and for the representation of the Bureau of Motor Vehicles of certain cases in the Franklin County Municipal Court, Civil Division; now, therefore, the parties hereto agree as follows:

Gregory S. Lashutka, City Attorney of Columbus, Ohio, hereby agrees that he will undertake to prosecute, by and through personnel employed by the Columbus City Prosecutor's Office, all cases coming before the Franklin County Municipal Court, Criminal Division, arising out of alleged violations of traffic and criminal ordinances of the City of Bexley, Ohio, or traffic and criminal statutes of the State of Ohio, which occur within the limits of the City of Bexley, Ohio.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he will direct his Prosecutor personnel who are to perform the services contemplated by this contract, to consult and advise with the officers of the City of Bexley, Ohio, Police Department and all other appropriate officials of the City of Bexley, Ohio, when necessary, concerning the enforcement of the criminal and traffic statutes of the State of Ohio and ordinances of the City of Bexley, Ohio, within the limits of said City of Bexley, Ohio.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he will, by and through the personnel assigned to duties in the Columbus City Prosecutor's Office, consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio, alleged to have occurred within the limits of the City of Bexley, Ohio, and will assist such citizens, when necessary, in the preparation and filing of affidavits charging such offenses.

Gregory S. Lashutka, City Attorney of Columbus, Ohio, further agrees that he will undertake to represent the Bureau of Motor Vehicles, by and through personnel employed by the Columbus City Attorney's Office, in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code §§ 4511.191 and 4507.40 and in which the legal representative of the City of Bexley, Ohio, would have a duty to represent the Bureau of Motor Vehicles.

The City of Bexley, Ohio, in consideration of the above promises of Gregory S. Lashutka, City Attorney of Columbus, Ohio, agrees to pay to Gregory S. Lashutka, City Attorney of Columbus, Ohio, for deposit in the Treasury of the City of Columbus, the sum of Twenty-five Dollars (\$25.00) per man hour, being the uniform rate per hour for such services by members of the City Prosecutor's staff, as fixed by resolution of the Council of the City of Columbus. Said sum due to be stated on invoice from the City Attorney of Columbus, Ohio, at approximately monthly intervals.

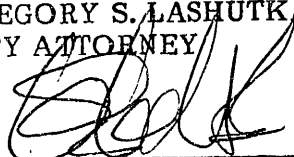
It is mutually understood and agreed that the responsibility of Gregory S. Lashutka, City Attorney of Columbus, Ohio, under this contract shall be limited to those functions set out above, and specifically that he and his Prosecutor or Civil Litigation personnel, by which he chooses to perform this contract, shall not be required to engage in any investigations other than those normally performed by the Columbus City Prosecutor's Office in regard to and incident to the prosecution thereby of routine cases arising in the City of Columbus, the taking of depositions, the prosecution of appeals from judgments of the Franklin County Municipal Court, or the preparation or consideration of legislation.

This Contract may be terminated by either party hereto at any time before the expiration thereof by giving thirty (30) days written notice to the other party of its intention to terminate.

The parties hereto further agree that this Contract shall be in full force and effect from the date first written above through December 31, 1978, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this 26 day of October, 1978.

GREGORY S. LASHUTKA
CITY ATTORNEY



Gregory S. Lashutka

CITY OF BEXLEY, OHIO

By 
