

ORDINANCE NO. 2010-016

**AN ORDINANCE APPOINTING JEFFREY RICHARDS TO SERVE AS
MAGISTRATE OF THE VILLAGE OF WAYNESVILLE MAYOR'S COURT
AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY
NECESSARY CONTRACT RELATED TO THE APPOINTMENT**

WHEREAS, the Village of Waynesville conducts a Village Mayor's Court for the purpose of hearing traffic offenses and misdemeanors, which occur within the Village of Waynesville; and

WHEREAS, Section 1905.05 of the Ohio Revised Code provides that the mayor of a municipal corporation that has a mayor's court may appoint a person as mayor's court magistrate to hear and determine prosecutions and criminal causes in the mayor's court that are within the jurisdiction of the mayor's court; and

WHEREAS, Jeffrey Richards has complied with all mandates set forth by the Ohio Supreme Court and the laws of the State of Ohio to be able to serve as Magistrate for the Village of Waynesville.

NOW, THEREFORE, BE IT ORDAINED by the Village Council of the Village of Waynesville, with _____ members elected thereto concurring:

Section 1. That Jeffrey Richards is hereby appointed to serve as Magistrate of the Village of Waynesville Mayor's Court.

Section 2. That the Village Manager is hereby authorized to execute the related contract attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. That Jeffrey Richards shall maintain all certifications required by the Ohio Supreme Court and the State of Ohio at his own expense.

Section 4. That this Ordinance shall be effective from and after the earliest period allowed by law.

Adopted this _____ day of _____ 2010.

Attest: _____
Staci Morris, Clerk of Council

Earl J. Isaacs, Mayor

EMPLOYMENT OF JEFFERY RICHARDS
AS MAGISTRATE FOR THE
VILLAGE OF WAYNESVILLE MAYOR'S COURT

The Village of Waynesville, as approved by its Ordinance No. 2010-016, hereby employs Jeffery Richards as Magistrate of the Village of Waynesville Mayor's Court for an annual compensation of \$_____. Said salary shall be paid in a monthly manner. Said employment shall be for a term of one (1) year.

The employment herein shall be subject to PERS, and the Village of Waynesville and Jeffery Richards shall make the appropriate contributions for said coverage.

Jeffery Richards shall perform all services required by the Ohio Supreme Court and the laws of the State of Ohio to serve as Magistrate of the Village of Waynesville Mayor's Court. Jeffery Richards further agrees to maintain any and all certifications required by the Ohio Supreme Court and the laws of the State of Ohio at his/her own expense.

If it is ever determined that Jeffery Richards is not in compliance with any and all requirements of the State of Ohio and/or the Ohio Supreme Court to serve as a Magistrate in Mayor's Court, then this contract shall be null and void.

Jeffery Richards further agrees not to engage in any other legal services which create a conflict of interest or the appearance of a conflict of interest with regard to the responsibilities to the Village of Waynesville. In other words, Jeffery Richards will not accept any cases in opposition to the Village of Waynesville nor handle any matters representing clients before any Board or Commission of the Village of Waynesville or before the Village Council.

In witness whereof, the parties have set their hands on this _____ day of _____ 2010.

VILLAGE OF WAYNESVILLE

By:_____

Bruce Snell
Title: Village Manager

Magistrate