

RESOLUTION NO. 2000-1

**JOINT RESOLUTION OF OFFICIALS
OF CITY OF ROCKPORT, INDIANA**

The Common Council of the City of Rockport, Indiana, meeting in special session on March 16, 2000, at 7:30 p.m., in the Council Chambers, 426 Main Street, Rockport, Spencer County, Indiana, does hereby adopt, along with its Mayor and Clerk-Treasurer, the following resolution:

RECITALS

A. WHEREAS, disputes have arisen between the Common Council of the City of Rockport and the Mayor of the City of Rockport concerning appointment of a City Attorney and a Council Attorney;

B. WHEREAS, Ordinance No. 99-7 provides, for the year 2000, that a City Attorney shall be paid Four Thousand Nineteen Dollars (\$4,019.00) out of the General Fund, Four Thousand Nineteen Dollars (\$4,019.00) out of the Wastewater Utility, and Four Thousand Nineteen Dollars (\$4,019.00) out of the Water Utility;

C. WHEREAS, the Common Council of the City of Rockport, with approval of the Mayor, modified its handbook to provide for health care benefits for a City Attorney;

D. WHEREAS, the Common Council of the City of Rockport, effective noon January 1, 2000, appointed Jack R. Robinson as Council Attorney;

E. WHEREAS, the Mayor of the City of Rockport, effective noon January 1, 2000, appointed John A. Hargis as City Attorney; and

F. WHEREAS, the parties desire to reach a full and complete agreement of their disputes regarding the appointments of a Council Attorney and a City Attorney.

BE IT RESOLVED by the Common Council of the City of Rockport, along with the Mayor and Clerk-Treasurer of the City of Rockport, as follows:

1. The appointment of Jack R. Robinson as Council Attorney effective January 1, 2000 is hereby confirmed and approved;

2. The appointment of John A. Hargis as City Attorney effective January 1, 2000 is hereby confirmed and approved;

3. Jack R. Robinson shall perform the following services as Council Attorney and shall be paid Five Thousand Six Hundred Thirty-Four Dollars and Fifty Cents (\$5,634.50) from the General Fund and from the Common Council budget for the performance of such services:

- a. Advise Common Council;
- b. Prepare ordinances and resolutions for the Common Council;
- c. Advise and represent the Plan Commission and the Board of Zoning Appeals;
- d. Advise and represent the Parks Board;
- e. Advise and represent the Cemetery Board.

4. John A. Hargis, the Mayor's appointment as City Attorney, shall perform the duties provided in I.C. Section 36-4-9-12 and in accordance with the contract entered into between the City Attorney and the Mayor of Rockport, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, and the City Attorney shall be paid in accordance with said contract, except that the City Attorney shall be paid the base sum of Eight Thousand Thirty-Eight Dollars (\$8,038.00) rather than Twelve Thousand Fifty-Seven Dollars (\$12,057.00), and said Eight Thousand Thirty-Eight Dollars (\$8,038.00) shall be paid one-half from Wastewater and one-half from Water.

5. The health insurance benefit of the City Attorney shall be paid partially from the General Fund and from the Common Council budget and partially from Water and/or Wastewater, presently in the amount of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00). The Council Attorney shall not be entitled to health insurance through the City of Rockport.

6. In addition to its application to the year 2000, the agreement of the parties contained in this Resolution shall be adopted and confirmed in the salary ordinances, the budgeting of funds, and the appropriation of monies, at budget time in the years 2000 (for 2001), 2001 (for 2002), 2002 (for 2003), with the further agreement that the City Attorney and Council Attorney may be subject to increases in their compensation as provided herein, subject to the discretion of the Common Council and Mayor of the City of Rockport and subject to the further agreement that either the Mayor or the Common Council shall have the prerogative to exercise their respective appointment powers to replace Jack R. Robinson or John A. Hargis as Council Attorney or City Attorney, respectively.

7. The Mayor shall withdraw his vetoes dated January 12, 2000 as said vetoes pertain to the Council Attorney and the City Attorney.

And the Clerk-Treasurer of the City of Rockport, Beth Packer, having considered the above-described terms of agreement and resolution of the Common Council and the Mayor of the City of Rockport, does hereby agree to carry out, as fiscal officer of the City of Rockport, the terms of said agreement in the payment of compensation and the disposition of benefits.

COMMON COUNCIL OF THE CITY OF
ROCKPORT, INDIANA

Robert Lindsey

John P. Frazier

Gerald B. Payne

Virgil T. Adams

Tom Carmon

APPROVED:

Joseph L. Greene
Joseph L. Greene, Mayor

APPROVED:

Beth Packer
Beth Packer, Clerk-Treasurer

CONTRACT TO EMPLOYEE ATTORNEY

AGREEMENT made, effective as of January 1, 2000, by and between the City of Rockport, Indiana, a municipal corporation, acting by and through its Mayor, and located at 426 Main Street, Rockport, Spencer County, Indiana, hereinafter referred to as "City," and John A. Hargis of P.O. Box 166, 104 South Third Street, Rockport, Spencer County, Indiana, hereinafter referred to as "Attorney."

The parties agree as follows:

SECTION I.

Nature of Employment

City retains and employs Attorney as City Attorney for the City for the purpose of attending regular and special meetings of the Common Council of the City of Rockport, as well as other meetings when requested, concerning the Common Council and the Plan Commission, Board of Zoning Appeals, Board of Public Works and Safety, Economic Development Commission, and for advising the Mayor, Clerk-Treasurer, and Members of the Common Council, and all employees of the City concerning City related legal matters, and for all other services provided by statute as being the duties of the City Attorney.

SECTION II.

Acceptance of Employment

Attorney accepts the employment as set forth in this Agreement and promises and will render to the best of attorney's ability the services described in and during the continuance of this Agreement.

SECTION III.

Salary and Compensation

As a salary for services to be rendered by Attorney under and pursuant to this Agreement, City shall pay to Attorney a yearly salary of Twelve Thousand Fifty-Seven Dollars (\$12,057.00), for the one (1) year term of this Agreement, which begins January 1, 2000 and ends December 31, 2000. Such salary shall be paid not less than quarterly and shall be subject to the customary employee withholdings such as for income tax and FICA. In addition, Attorney shall be eligible for the benefits offered to the employees of the City of Rockport, including health insurance.

In addition to the annual salary, Attorney shall be paid a salary calculated at a hourly rate of Seventy-five Dollars (\$75.00) per hour for representation of the City in litigation, whether filed or threatened against the City or its officials or employees, and, to the extent not paid by third parties seeking services from the City, Attorney shall be paid a salary calculated at a rate of Seventy-five Dollars (\$75.00) per hour for bond issues, legal services surrounding the acquisition and administration of grants, and such other extraordinary legal matters, such as annexation, which are not part of the customary day-to-day duties of the Attorney.

SECTION IV.

Developer Fees

In the event of proposed expansion of infrastructure (including but not limited to wastewater, water, and roads) requested by a developer or in the event of a proposed voluntary annexation, to the extent that the City Attorney is involved in representing the City in such matters, the developer or similarly situated entity shall be required to pay to the City Attorney the reasonable fees incurred by the City concerning such matters.

SECTION V.

Term and Termination

As stated above, the term of this Agreement is for a period of one (1) year and shall terminate on December 31, 2000. This Agreement may also be terminated at any time after either party gives the other thirty (30) days' written notice of such termination.

SECTION VI.

Governing Law

This Agreement shall be governed by, construed, enforced in accordance with the laws of the State of Indiana.

SECTION VII.

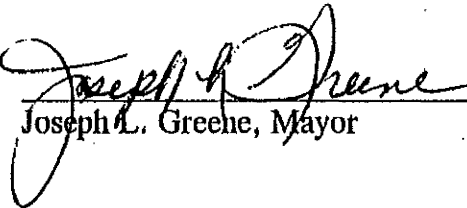
Modification of Agreement

Any modification of or addition to this Agreement shall be in writing signed by each party.

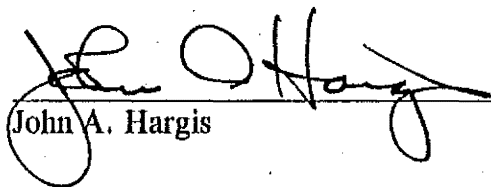
IN WITNESS WHEREOF, the parties have executed this Agreement at Rockport, Spencer County, Indiana, on the 21st day of January, 2000.

CITY:

HARGIS:



Joseph L. Greene, Mayor



John A. Hargis

STATE OF INDIANA)
) SS:
COUNTY OF SPENCER)

Before me, a Notary Public in and for said County and State, on this 21st day of January, 2000, personally appeared City of Rockport by Joseph L. Greene, Mayor, and acknowledged the execution of the above and foregoing document to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Shannon K. Seiler
Shannon K. Seiler Notary Public

My commission expires:

A resident of Spencer County, IN.

11-12-06

STATE OF INDIANA)
) SS:
COUNTY OF SPENCER)

Before me, a Notary Public in and for said County and State, on this 21st day of January, 2000, personally appeared John A. Hargis, and acknowledged the execution of the above and foregoing document to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Shannon K. Seiler
Shannon K. Seiler Notary Public

My commission expires:

A resident of Spencer County, IN.

11-12-06