



VILLAGE OF MILLERSBURG

6 North Washington Street
Millersburg, Ohio 44654
FAX (330) 674-9044
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Kelly Hoffee, Mayor

Nathan Troyer, *Village Administrator*
Bobbie Curry, *Fiscal Officer, Tax Administrator*
Matthew Shaner, *Police Chief*

Village Offices (330) 674-1886
Income Tax (330) 674-6891
Police Department (330) 674-5931

REQUEST FOR PROPOSALS

VILLAGE SOLICITOR SERVICES FOR CALENDAR YEAR 2025

INTRODUCTION:

The Village of Millersburg is soliciting proposals from State of Ohio licensed attorneys interested in providing contract legal services as the Village Solicitor. Individuals responding to this Request for Proposals shall have extensive experience, a knowledgeable background and qualifications in the provision of the services described herein.

BACKGROUND:

The Village of Millersburg is the county seat of Holmes County, with a population of 3151 at the 2020 Census. The Village occupies roughly 2.5 square miles with an annual appropriation budget of around \$7.6 million. The Village operates under a Mayor-Council form of government with a full-time Village Administrator and Fiscal Officer. Police coverage is provided by Millersburg Police Department. Fire protection is provided by Holmes Fire District Number One, which is not a department of the Village. The Village Utility Department operates a drinking water production and distribution system, sanitary sewer collection and treatment works. The Street Department maintains public rights of way, lands, buildings, storm sewer collection system, public parks, and Oak Hill Cemetery. Currently, there are 25 full-time employees of the Village.

SCOPE OF SERVICES:

The services to be performed shall include but not be limited to the following:

1. Provide clear and concise legal advice (oral and written) as requested or required to the Mayor, Village Council, Village Administrator, Police Chief, Fiscal Officer, Department Heads and other staff on matters pertaining to all aspects of municipal law in a timely manner.
2. Research and interpret laws, court decisions, and other authorities for preparing legal opinions and to advise the Village accordingly.
3. Draft, review, and/or revise documents when directed, including but not limited to contracts, ordinances, resolutions, legal memoranda, licenses, easement agreements, policies, notices, public records advice and responses, leases, deeds, permits, and reports.
4. Recommend updates of Village codes, ordinances, resolutions, and policies when requested or necessary.
5. Represent the Village in intergovernmental projects and other matters, as needed.
6. Provide Village staff with assistance, research and counseling on matters of development and redevelopment of lands, acquisition or sale of public property, contracts and agreements, deeds and easements, operations governed by law, liability situations, ethics, and grant guidelines.
7. Prepare correspondence and other legal documents on behalf of the Village as directed.
8. Attend all regularly scheduled Council meetings; and when requested, attend any other Village Board or Committee meetings.
9. Provide guidance in the selection of specialized legal counsel when required.
10. Provide any submission of documents for Council consideration no later than 12:00 noon on the Thursday preceding the Council meeting.
11. Perform other special projects or duties as directed by the Mayor and/or Village Council.
12. Be generally limited to 20 billable hours per month. In exceptional circumstances, additional time may be authorized by Village Council; or if time is of the essence and there will not be a Council meeting before a legal action needs attention, a Village Officer may authorize the exceedance of billable hours.

TERMS:

1. The Solicitor shall be considered an independent contractor as defined in Ohio law.
2. The Village and selected Solicitor will enter into a one-year contract commencing January 1, 2025. The contents of this RFP, any addenda, and all provisions of the successful proposal deemed pertinent will be incorporated into the contract. Both parties will agree that the Village reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Parties will further agree that the contract may be reviewed and/or renegotiated at either Parties request by giving a minimum thirty (30) days written notice to the other party.
3. The proposal response shall include an hourly rate of compensation. This rate is to account for routine costs such as photocopies, travel and/or mileage to and from regularly scheduled Village meetings, telephone and internet service, toll calls, and standard office supplies. Any unusual or extraordinary expenses will be eligible for reimbursement pending submittal of valid receipts and Village Council approval. The Village shall be responsible for payment of all Court recording fees, filing fees, and other such costs as is required under law.
4. The selected Solicitor shall retain all books, records, and accounting of all activities related to the performance of this contract in compliance with records retention schedules of the Village of Millersburg.

CONTENT OF PROPOSAL RESPONSE:

The proposal shall contain, at a minimum, the following information:

1. A written statement of interest identifying why the respondent is interested in the position and why the respondent believes they are best qualified to perform the duties as outlined.
2. A written assessment of the individual’s capacity to take on the role of Village Solicitor with their current clientele and workload.
3. A written summary of all previous and current work experience with municipal clients.
4. A written description of any past or current professional disciplinary actions.
5. A written description of any existing or potential conflicts of interest, and disclosure of any representation of parties or other relationships that might be considered a conflict of interest with regard to this potential contract with the Village of Millersburg.
6. A written description of any exceptions taken to this Request for Proposals.
7. A written hourly rate of compensation and acknowledgement that the successful respondent will submit monthly invoicing no later than the 10th day of the month for all work performed the preceding month under this potential contract.

EVALUATION AND AWARD:

All proposal responses will be reviewed by the Mayor, Village Council and Village Administrative Staff. Final approval and award will be determined by Village Council. In addition to the responses received, the Village may request additional information, materials or references from respondents.

The Village of Millersburg reserves the right to reject any or all proposal responses, waive or not waive any informalities or irregularities therein and to accept the Proposal considered to be in the best interest of the Village.

SUBMITTAL DEADLINE AND DELIVERY INSTRUCTIONS:

One (1) original and eleven (11) copies of the proposal must be received by the Village of Millersburg no later than 12:00 P.M. EDT on Friday, November 15, 2024. Responses should be delivered or mailed to:

Nathan Troyer
Village Administrator
Village of Millersburg
6 N. Washington Street
Millersburg, OH 44654

Alternately, any electronic responses to this RFP may be sent to:
nathan.troyer@millersburgohio.com.

Any questions may be directed to either:

Nathan Troyer
Village Administrator
330-674-1886
nathan.troyer@millersburgohio.com

Kelly Hoffee
Mayor
330-275-0279
kelly.hoffee@millersbugohio.com