

**VILLAGE OF BEAVERDAM  
BEAVERDAM, OHIO**

**ORDINANCE NO. 2017-~~37~~38**

**PASSED December 19, 2017**

**AN ORDINANCE TO HIRE  
FITZGERALD, REESE & VAN DYNE CO.  
AS SOLICITOR FOR THE VILLAGE OF BEAVERDAM,  
AND TO DECLARE AN EMERGENCY**

Be it ordained by Council of the **VILLAGE OF BEAVERDAM**, County of  
Allen, State of Ohio, to-wit:

**SECTION I.** The law firm of **FITZGERALD, REESE & VAN DYNE CO.** of 121  
W. High Street, 9<sup>th</sup> Floor, Lima, Ohio 45801, is hereby appointed and retained as legal counsel  
for the Village of Beaverdam, Ohio. The appointment shall be for a term of one (1) year,  
beginning January 1, 2018.

**SECTION II.** **FITZGERALD, REESE & VAN DYNE CO.** shall not engage in any  
other cases or matters that might result in a conflict with the best interests of the **VILLAGE OF  
BEAVERDAM**, and also shall be available for consultation in regard to legal matters of the  
**VILLAGE.**

**SECTION III.** **FITZGERALD, REESE & VAN DYNE CO.** agrees to attend all regular council meetings, when requested, and to attend the following meetings when requested: Special Council Meetings, Planning Commission and Zoning Board of Appeals.

**FITZGERALD, REESE & VAN DYNE CO.** will be available for consultation with the Mayor, any member of Council and members of other official Village bodies, in regard to Village matters. **FITZGERALD, REESE & VAN DYNE CO.** will render written legal opinions as requested by the Mayor or Council.

**SECTION IV.** **FITZGERALD, REESE & VAN DYNE CO.** will prosecute all Village criminal cases, only when requested, in writing, by the Mayor, and will prosecute and defend any civil suit when duly authorized by the Village Council.

**SECTION V.** As compensation for the service provided under Sections III, and IV, **FITZGERALD, REESE & VAN DYNE CO.** shall receive compensation at the rate of One Hundred Fifteen and 00/100 Dollars (\$125.00) per hour, plus mileage and out-of-pocket expenses, to be paid quarterly upon receipt of an itemized statement. No charges shall be made for ordinary travel to and from Lima.

**SECTION VI.** The provisions of services by **FITZGERALD, REESE & VAN DYNE CO.** shall be terminable at will by the Village Council or **FITZGERALD, REESE & VAN DYNE CO.** Upon any such termination, **FITZGERALD, REESE & VAN DYNE CO.** shall be available to conclude any pending matters or assist in the transfer of such matters to a replacement solicitor at the discretion of Council and shall be compensated for any time and expenses incurred as set forth above.

**SECTION VII.** FITZGERALD, REESE & VAN DYNE CO. reserves the right to retain other counsel or experts, subject to counsel's approval, and to refer matters to such other counsel or experts and the Village shall remain liable for such expense.

**SECTION VIII.** Because of the immediate need to obtain qualified legal counsel for the **VILLAGE OF BEAVERDAM**, this Ordinance shall be in full force and effect from the earliest period allowed by law.

VOTE: 4 Yea                      \_\_\_\_\_ Nay

Adopted: December 19, 2017

Pam Lepine  
ACTING MAYOR - PAM LEPINE

ATTEST: Annie Mae Palte  
FISCAL OFFICER - ANNE PALTE

ACCEPTED AS A CONTRACTUAL OBLIGATION  
FITZGERALD, REESE & VAN DYNE CO.

By: Mark A. Van Dyne  
Mark A. Van Dyne  
Attorney at Law