

RESOLUTION 2008-23

A RESOLUTION RETAINING THOMAS REITZ, ATTORNEY AT LAW, AS SOLICITOR FOR THE VILLAGE OF HIRAM, OHIO, AND FIXING HIS FEES FOR THE PERIOD FROM JANUARY 1, 2009 TO DECEMBER 31, 2009 AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Hiram has determined to provide for legal representation of the Village by hiring a Village Solicitor; and

WHEREAS, the Village has determined that the compensation and other terms of the appointment of Thomas Reitz as Solicitor for the Village as set forth in this Resolution are fair and reasonable to the Village; and

WHEREAS, Thomas Reitz has agreed to provide the legal services as set forth hereafter; and

WHEREAS, the Village wishes to engage the services of Thomas Reitz as Solicitor.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF HIRAM, OHIO, two thirds of the members elected thereto concurring;

SECTION 1: That Thomas Reitz be retained as Solicitor for the Village of Hiram, Ohio, for the period beginning January 1, 2009, and ending December 31, 2009 upon the terms and conditions set forth in substantial conformity with the attached Exhibit "A", which the Mayor and the Fiscal Officer are hereby authorized to sign.

SECTION 2: This Resolution shall be effective January 1, 2009.

SECTION 3: Ordinances and Resolutions inconsistent herewith are hereby repealed.

SECTION 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: That this Resolution is declared an emergency measure becoming effective immediately upon its passage by Council and approval by the Mayor so as to provide continuous and uninterrupted legal representation to the Village of Hiram.

First Reading and emergency passage: December 11<sup>th</sup>, 2008

  
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Mayor, Lou Bertrand

ATTEST:

  
\_\_\_\_\_  
Kay Ziska, Fiscal Officer

Approved as to form:

  
\_\_\_\_\_  
Thomas Reitz, Solicitor

I, Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-23 has been duly posted in the required 5 places.

\_\_\_\_\_  
Date Kay E. Ziska  
Fiscal Officer, Village of Hiram

**Exhibit "A"**

**AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT**, made this 10<sup>th</sup> day of December, 2008, by and between the Village of Hiram, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio, by and through its Mayor and Village Fiscal Officer, hereinafter referred to as "Village" and **THOMAS REITZ**, an attorney at law licensed under the laws of the State of Ohio, hereinafter referred to as "Attorney Reitz".

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Village hereby retains and employs Attorney Reitz as its Village Solicitor. It shall be the duty of the Solicitor to act as attorney and counsel for the Village and to prosecute and defend all actions, and to coordinate for the Village any litigation that involves representation by insurance companies engaged by the Village, by and against the Village or any department or officer thereof, during the term of his employment; to render timely legal opinions to Village Council and any department or officer of the Village upon request in writing; to draft or supervise the phraseology of any contract, lease or other documents or instruments, to which the Village may be a party; and upon request to draft Ordinances covering any subjects within the power of the Village. Attorney Reitz shall attend the monthly regularly scheduled Council Meetings, and upon request attend special meetings of Council, the Planning and Zoning Commission, Annexation, Safety, Finance/Investment, Village Administrator and any other specific meetings that involve litigation and possible litigation.

2. The Village shall pay Attorney Reitz the salary of One thousand one hundred thirty three dollars(\$1,133.00) per month during the period of his service which shall cover the initial 10 hours each month of the following services:

Attorney Reitz's regular attendance at the monthly Council meeting; also if requested attendance at: special Council meeting(s), Planning and Zoning Committee meeting, Safety Committee meeting, Finance/Investment Committee meeting and Village Administrator's Committee meeting, and for performance of the following services:

A. Response to telephone contact from Village officials and correspondence;

B. Rendering of legal opinions to Council and any department or officer of the Village, either oral or written; and


C. Drafting of Ordinances, contracts, documents and/or Resolutions covering any subjects within the power of the Village.

3. In addition, Attorney Reitz shall be paid on an hourly basis the sum of One hundred thirteen dollars and thirty cents (\$113.30) per hour for any other work required, including work not covered by the monthly retainer as outlined in Paragraph No. 2 above, the

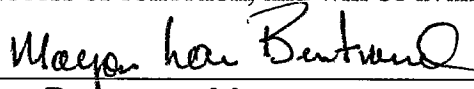
handling of any civil matter and any criminal trials. Upon reaching twenty 20 monthly hours Attorney Reitz will notify the Mayor.

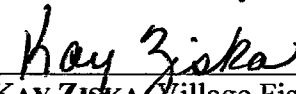
4. Upon mutual agreement Attorney Reitz agrees to handle all collection matters including income tax and utilities at a rate of 33 $\frac{1}{3}$  of amounts collected plus out of pocket expenses and advances. [These include paralegals, law clerks and/or investigators, Process Servers, etc.]
5. Attorney Reitz shall also be paid One hundred and three dollars (\$103.00) per case for prosecution appearances in the Portage County Municipal Court and the hourly rate if a trial is involved.
6. Attorney Reitz shall furnish, on a monthly basis, an itemized statement of the hours chargeable to the Village and the Village shall forthwith pay same.[Time records shall be kept by Attorney Reitz and submitted to the Fiscal Officer of the Village.]
7. All sums to be paid to Attorney Reitz as the Solicitor shall be treated as compensation subject to the Ohio Public Employees Retirement System of the State of Ohio (O.P.E.R.S.), meaning that the Village shall withhold sufficient monies from these sums to submit employee contributions on behalf of the person(s) designated, and the Village shall also make, from funds other than those compensation payments, the necessary Employer contributions to O.P.E.R.S. required as a result of the compensation payments made pursuant to this Agreement. The Village recognizes that as a result of these payments it may also be called upon to make payments to the Ohio unemployment compensation and worker's compensation funds which the payment of these sums would necessitate. However, nothing contained herein shall be construed as entitling Attorney Reitz, to other employment benefits, be they vacation, sick leave, health care benefits or other similar benefits, solely because such compensation is being treated as wages. *Any and all sums collected by said Solicitor or Assistant Solicitor on a CONTINGENT BASIS shall not be subject to the above.*
8. Mayor Lou Bertrand may recommend the services of an Assistant Solicitor, if needed. Any Assistant Solicitor shall be an attorney who is admitted to practice law in the State of Ohio and approved by Mayor and Council. Any Assistant Solicitor shall be paid at the rate of \$128.75 per hour as an independent contractor for legal services and not an employee of the Village. [In addition, the engagement of paralegals, law clerks and/or investigators, process servers, etc. will be billed to the Village as expenses and/or advances incurred by the Solicitor or his Assistant.]
9. The parties further agree to be bound by the OHIO RULES OF PROFESSIONAL CONDUCT adopted by the Ohio Supreme Court and effective since February 2007.
10. This Agreement shall be in effect for the period beginning January 1, 2009 and ending December 31, 2009.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement the day and year above set forth.

  
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THOMAS REITZ, Esq.

We, **Lou Bertrand**, Mayor, and **Kay Ziska**, Village Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the funds necessary to pay for all costs associated with this Agreement either currently exist within the funds of the Village of Hiram, or are in the normal process of collection, and will be available at the point in time when they are to be expended.

  
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LOU BERTRAND, Mayor

  
\_\_\_\_\_  
KAY ZISKA, Village Fiscal Officer

I Kay E. Ziska, Fiscal Officer of the Village of Hiram, Ohio, hereby certify that the foregoing Resolution or Ordinance No. 2008-23 has been duly posted in the required 5 places.

\_\_\_\_\_  
Date Kay E. Ziska  
Fiscal Officer, Village of Hiram