

Ordinance 65-98

ORDINANCE NO. 65-98

BY: Rick J. Shapiro

An Ordinance to authorize the Mayor and the Auditor to execute a contract with Gregory J. Dunn, as a partner of Crabbe, Brown, Jones, Potts & Schmidt, for the purpose of providing legal services related to negotiating a franchise agreement with Ameritech New Media, Inc. and to declare an emergency.

*to appropriate \$15,000 from the unencumbered General Fund*

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO: *Fund*

Section 1. That the Mayor and the Auditor be, and each of them hereby is, authorized and directed to execute a contract, a copy of which is attached hereto and made a part hereof, with Gregory J. Dunn for the purpose of providing legal services related to negotiating a franchise agreement with Ameritech New Media, Inc. and to declare an emergency.

Section 2. That the amount of \$15,000.00 should be, and hereby is, appropriated for the purpose of paying for the services provided under this contract, and that the contract shall not exceed this amount.

Section 3. That this Ordinance is an emergency Ordinance necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to begin negotiations during the August recess of Bexley City Council, and shall go into effect upon its passage and approval by the Mayor.

Passed: July 28, 1998

*[Signature]*  
President of Council

Attest: *[Signature]*  
Clerk of Council

*July 28, 1998 first reading  
suspend and adopted*

Approved: 7/28, 1998

*[Signature]*  
David H. Madison, Mayor

CONTRACT

BETWEEN THE CITY OF BEXLEY, OHIO, AND GREGORY J. DUNN, AS A PARTNER OF CRABBE, BROWN, JONES, POTTS & SCHMIDT, HEREINAFTER REFERRED TO AS GREGORY J. DUNN.

WITNESSETH


Section 1. Gregory J. Dunn shall, for the consideration hereinafter stated, furnish to the City of Bexley, Ohio, and the inhabitants thereof, telecommunications legal services as an independent contractor and not as an employee.

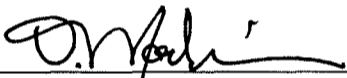
Section 2. Said services shall be furnished for a period beginning July 29, 1998, provided, however, that either party to this agreement shall have the right to cancel the same upon three (3) months written notice.

Section 3. That the City of Bexley, Ohio, shall pay Gregory J. Dunn for telecommunications legal services furnished to the City of Bexley, Ohio, and the inhabitants thereof, \$150.00 per hour, not to exceed the amount appropriated for this purpose.

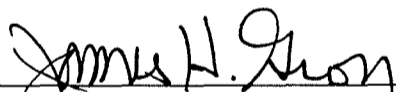
Section 4. Said sum or sums of money shall be paid by the City of Bexley, Ohio, to Gregory J. Dunn upon submission of a statement setting forth the number of hours worked by him during the payment period.


IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and have executed this agreement this 30<sup>th</sup> day of July, 1998.

  
Richard A. Levin  
Auditor  
City of Bexley, Ohio

  
David H. Madison  
Mayor  
City of Bexley, Ohio

Approved as to form:

  
James H. Gross  
City Attorney  
City of Bexley, Ohio

  
Gregory J. Dunn  
Attorney