

ORDINANCE NO.: 2022-09

FIRST READING JANUARY 24, 2022

INTRODUCED BY: MARK PORTER

SECOND READING WAIVED

THIRD READING WAIVED

**ORDINANCE APPROVING THE ENGAGEMENT OF MCDONALD HOPKINS LLC TO SERVE AS BOND COUNSEL TO THE VILLAGE OF SOUTH RUSSELL, AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of South Russell desires to engage McDonald Hopkins LLC as bond counsel to assist in the issuance of special assessment bonds to the Village of South Russell for potential projects eligible for such bonds; and

**WHEREAS**, Council for the Village of South Russell and McDonald Hopkins LLC have agreed upon the terms and conditions of said engagement, which engagement is more fully described in the Engagement Letter attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The engagement of McDonald Hopkins as bond counsel for the Village of South Russell is hereby approved pursuant to the terms and conditions in the Engagement Letter attached hereto as Exhibit A.

**SECTION 2.** The Mayor is hereby authorized to execute the Engagement Letter to cause the Village of South Russell to formally engage McDonald Hopkins as bond counsel for the Village of South Russell.

**SECTION 3.** It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 4.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that the Village desires to obtain the bond counsel services of McDonald Hopkins LLC to be effective immediately; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

  
\_\_\_\_\_  
Mayor - President of Council

ATTEST:

Danielle Romanowski  
Fiscal Officer

I certify that Ordinance No. 2022-09 was duly enacted on the 24<sup>TH</sup> day of JANUARY, 2022, by the Council of the Village of South Russell, and posted in accordance with the Codified Ordinances of the Village.

Danielle Romanowski  
Fiscal Officer



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January 19, 2022

Via E-mail: [mavor@southerussell.com](mailto:mavor@southerussell.com)

Dr. William Koons  
Mayor  
Village of South Russell, Ohio  
5205 Chillicothe Road  
South Russell, Ohio 44022

**Re: Engagement of McDonald Hopkins LLC**

Dear Mayor Koons:

Thank you for retaining McDonald Hopkins LLC (“McDonald Hopkins”) to serve as bond council with respect to issuance of special assessment bonds to the Village of South Russell, Ohio. In advance, I apologize for the formalities of this letter; however, it is firm policy to send each new client an engagement letter regarding our representation and our billing procedures. In particular, the purpose of this letter is to put in writing and confirm with you certain matters relating to our method of calculating fees and the specific terms with respect to the services that we will perform.

The purpose of this engagement letter is to memorialize in writing the identity of our client, the scope and nature of services we have been asked to provide (including any limitations in that regard), and to agree on the terms for the provision of our services on behalf of the Village with respect to the Project (the “Engagement”). This engagement letter will also explain McDonald Hopkins’s fees, expenses charged to clients, billing policies, and payment terms.

Our Firm is committed to providing top quality representation and services customized to meet the needs of each client, and we very much look forward to working with you. If you have any questions about the provisions of this engagement letter, or if you want to discuss possible modifications, please call me immediately.

**Client and Scope of Representation**

Our client in this matter will be the Village of South Russell, Ohio (the “Village”). McDonald Hopkins will not represent you individually in connection with any legal matter unless a separate engagement is entered into between you and McDonald Hopkins and the appropriate conflict waivers are obtained.

Dr. William Koons, Mayor  
Village of South Russell, Ohio  
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### **Legal Fees and Staffing**

Unless otherwise provided, you will be billed for services rendered based on the time spent by Firm personnel in rendering such services at their applicable hourly rates. We endeavor to assign work to the lowest cost person capable of providing the required service in a timely, competent manner. To that end, Amanda Gordon will be primarily responsible for the overall management of the legal services that McDonald Hopkins provides to the Village. We expect that our fees for this matters will be in the range of \$10,000 - \$15,000.

### **Charges and Disbursements**

Certain charges and expenses incurred on a client's behalf in rendering legal services, such as long distance telephone calls, facsimile, photocopying, messenger and delivery charges, computerized research, travel expenses, filing fees, and the like are payable by the client, either directly or by reimbursing our Firm. We do not expect to engage others (such as consultants, expert witnesses, appraisers, and local counsel) and incurring any fees or expenses of the same. In the event that such fees or expenses are incurred, those fees and expenses will not be paid by us, but will be forwarded directly to you for payment unless we have a different arrangement in writing.

### **Electronic Communication**

We communicate from time to time with our clients using facsimile machines, mobile telephones, and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication, because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let me know immediately, and we will attempt to honor that request.

### **Billing**

Statements for services rendered and costs advanced by the Firm are rendered to clients monthly. In addition, the Firm often sends its clients a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

### **Payment**

All statements for services rendered are payable upon receipt, unless other arrangements have been made with the Firm in advance. McDonald Hopkins reserves the right to withdraw as counsel for any client that fails to pay bills in a timely manner.

### **Client Responsibilities**

By agreeing to and accepting our representation as described in this letter, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation and agree to stay fully informed on all developments relating to all matters as to which we have been engaged. You also agree to pay our statements for services rendered and charges in accordance with the terms of this letter.

### **Terms of Engagement**

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide you with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and we will assist you as you may desire to engage successor counsel to represent it.

Unless previously terminated, our representation of you as to this matter will terminate upon our sending you our final statement for services rendered. During our representation and following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable Rules of Professional Conduct. At your request, your papers and property will be returned to you. Our own files, including lawyer work product, pertaining to the matter will be retained by the Firm. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained within a reasonable time after the termination of the engagement or the completion of the particular matter.

You are engaging our Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal or other developments.

### **Conflicts**

Before preparing this engagement letter, we have conducted an internal check of our records to determine whether or not a conflict may exist with one or more of our existing clients. Based on that check, it appears that no such conflict exists.

Under our profession's Rules of Professional Conduct, we must have undivided loyalty to our clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the independent professional judgment of the lawyer. In this regard, McDonald Hopkins represents many other companies and individuals. It is possible that during the time we are representing you in this matter, some of our present or future clients will have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and, when they do, we will address them with you in a manner consistent with our obligations under the Rules. In circumstances in which the Rules relating to conflicts dictate that we do not represent the other client, we will not do so. In circumstances in which a waiver may be solicited, we may solicit a waiver from you. In circumstances in which a waiver is not required, we may represent the other client. We will protect, however, as required by these Rules, your confidential information or documents entrusted to our care.

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**Identification Number**

McDonald Hopkins' tax identification number is 34-1059058.

**Questions**

Please discuss with me any questions you have about any of our services or any statements rendered to you.

The purpose of this letter is to avoid any misunderstanding with respect to the terms of our engagement and the rendering of legal services by McDonald Hopkins. If you are in agreement with the above terms of our representation, please sign the enclosed copy of this letter and return it to me. Again, if you have any questions, please call me.

**In Closing**

If the Village is in agreement with the above terms of our engagement, please print this letter, sign and date this letter on its last page, and return it to me. We sincerely appreciate the opportunity to work with you and we welcome any questions you may have now, or throughout the engagement. As we noted at the outset, we view communications as a key ingredient to a successful attorney client relationship.

Thank you for this opportunity to work with the Village.

Sincerely,

  
Teresa Metcalf Beasley

**ENGAGEMENT LETTER AGREED TO AND ACCEPTED:**

VILLAGE OF SOUTH RUSSELL, OHIO

By:   
Dr. William Koons, Mayor

Date: 1-25, 2022