

ORDINANCE NO.: 2025-48

FIRST READING SEPTEMBER 8, 2025

INTRODUCED BY: MARK PORTER

SECOND READING WAIVED

THIRD READING WAIVED

**ORDINANCE AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO AN AGREEMENT WITH THRASHER, DINSMORE & DOLAN TO ACT AS THE VILLAGE'S SOLICITOR FOR THE TIME PERIOD JANUARY 1, 2026 THROUGH DECEMBER 31, 2027 AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village's contract with Thrasher, Dinsmore & Dolan to act as Village Solicitor expires December 31, 2025; and

**WHEREAS**, Council desires to retain Thrasher, Dinsmore & Dolan to continue as Village Solicitor for a two-year period beginning January 1, 2026 and ending December 31, 2027; and

**WHEREAS**, Council and Thrasher, Dinsmore & Dolan have agreed upon the terms and conditions of said position as 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 Mayor and Fiscal Officer of the Village of South Russell are hereby authorized to enter into an agreement with Thrasher, Dinsmore & Dolan of Chardon, Ohio to act as the Village's Solicitor for a two-year period beginning January 1, 2026 and ending December 31, 2027 upon the terms and conditions set forth in the agreement attached hereto as Exhibit A.

**SECTION 2.** 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 3.** 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 to secure the agreement as soon as possible; 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. 2025-48 was duly enacted on the 8<sup>th</sup> day of SEPTEMBER, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski

Fiscal Officer

## GENERAL COUNSEL SERVICES AGREEMENT

This General Counsel Services Agreement ("Agreement") is made this 8<sup>TH</sup> day of SEPTEMBER, 2025, between the Village of South Russell ("Village"), and the law firm of Thrasher, Dinsmore & Dolan, A Legal Professional Association (collectively referred to as "Attorney").

### SECTION 1: PURPOSE OF EMPLOYMENT

The Village hereby employs Attorney to perform and render general counsel services to the Village. The Attorney agrees to perform any and all legal duties entrusted to the Attorney by the Village, including, but not limited to the following:

- A. Advising the Council, officers, boards, commissions, employees, the Village Building Inspector, and the Village Engineer on any and all legal matters concerning the Village, and submitting formal legal opinions whenever requested to do so, especially in the areas of contracts and agreements, personnel, labor and employment, and public entity law.
- B. Attending all meetings of Council, reviewing the minutes and Council packets thereof, attending all hearings and meetings of the Village Board of Zoning Appeals, reviewing the minutes of the Board of Zoning Appeals, attending all meeting of the Village Planning Commission, reviewing the minutes of the Planning Commission, and attending such other meetings as may be necessary or requested by the Village.
- C. Instituting legal proceedings whenever requested to do so by the Village, entering an appearance on behalf of the Village in any legal proceedings instituted against it, and representing the Village, Council, and the officers and employees of the Village for acts performed in their official capacity, in any trial in which any of them is a party.
- D. Drafting, examining, or negotiating, as the case may be, all necessary ordinances, resolutions, orders, notices, contracts, agreements, deeds, pleadings and any other documents and instruments, approving the same as to content and form, and reviewing all publication summaries of legislation adopted by Council.
- E. Performing any and all other services normally performed by general counsel for a corporation or political subdivision.

### SECTION 2: COMPENSATION

The Attorney shall be compensated at the rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour. The Attorney shall present its monthly billing statement evidencing the number of hours actually engaged in Village work and shall be compensated upon receipt of the billing statement.

### SECTION 3: COSTS

The Attorney shall be reimbursed for all travel outside of Geauga County and out-of-pocket expenses incurred on behalf of the Village.

## GENERAL COUNSEL SERVICES AGREEMENT

### **SECTION 4: DURATION**

This Agreement shall be in effect for a period of two (2) years from January 1, 2026 through December 31, 2027.

### **SECTION 5: TERMINATION**

Agreement may be terminated at any time after thirty (30) days' advance written notice from either party to the other party that Attorney's employment hereunder is to be so terminated.

### **SECTION 6: REPORT AND INFORMATION**

At such times in and such forms as the Village may require, there shall be furnished to the Village such statements, records, reports, data, and information, as the Village may request pertaining to matters covered by this Agreement.

### **SECTION 7: COMPLIANCE WITH LAW**

In providing the scope of services outlined herein, Attorney shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

### **SECTION 8: CHANGES**

The Village may, from time to time, request changes in the scope of any services to be performed hereunder. Such changes which are mutually agreed upon by and between the Village and Attorney shall be incorporated in written amendments to this Agreement.

*Signature Pages to Follow*

GENERAL COUNSEL SERVICES AGREEMENT

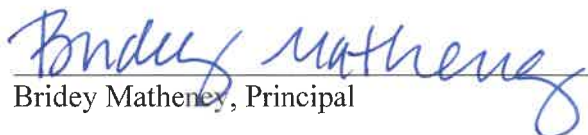
IN WITNESS WHEREOF, said parties have executed this Agreement as of the date first above written.

VILLAGE OF SOUTH RUSSELL

  
\_\_\_\_\_  
William Koons, Mayor

  
\_\_\_\_\_  
Danielle Romanowski, Fiscal Officer

THRASHER, DINSMORE & DOLAN  
A Legal Professional Association

  
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Bridey Matheny, Principal