

COUNCIL AS A WHOLE

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ORDINANCE NO. 61-2025

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO ENTER INTO AN HOURLY FEE AGREEMENT WITH FRANK SCIALDONE, JOHN PINZONE AND MAZANEE, RASKIN AND RYDER CO., L.P.A. AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That Village of Lordstown seeks to enter into an Hourly Fee Agreement with the law firm of Mazanec, Raskin and Ryder Co., L.P.A. to address pending litigation due to the Village Solicitor being a named Respondent in the litigation.

Section II: That the Council of the Village of Lordstown hereby authorizes the Mayor to execute on behalf of the Village of Lordstown an Hourly Fee Agreement with Mazanec, Raskin and Ryder Co., L.P.A. (**Exhibit "A"**, the terms of which are incorporated by reference and made a part of this Ordinance).

Section III: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare and for the further reason that this Ordinance must be enacted in a timely manner due to pending litigation and Court deadlines.

Section IV: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 1 day of December, 2025.


_____, Mayor


_____, Clerk

Passed on Emergency

HOURLY FEE AGREEMENT

The undersigned, on behalf of the Village of Lordstown, (hereinafter known as "Client") hereby requests the legal services of Frank Scialdone, John Pinzone, and Mazanec, Raskin and Ryder Co., L.P.A. (hereinafter known as "Attorney") for representation concerning the matter of *State of Ohio ex. rel Bristollville 25 Developer LLC., et al. v. Village of Lordstown, et al.*, Supreme Court of Ohio, Case No. 2025-1497, on behalf of the named Respondents, and any related litigation, if requested, pertaining to enforcement of local ordinances and data centers.

Legal services will be billed on an hourly basis, with time being charged in tenths of an hour, at the following rates:

Attorneys: Frank Scialdone/John Pinzone: \$300.00 per hour;

Associates: \$250.00 per hour;

Paralegals: \$105.00 per hour;

"Attorney" will use his discretion in staffing, to provide services in the most economical manner possible. Please note that all time spent on your behalf in this matter, including time spent in telephone conversations, will be charged to you. The initials of the person performing the services will be noted on the invoice.

In addition to fees for legal services, "Attorney" will be entitled to payment or reimbursement for costs and expenses incurred for services, including but not limited to: photocopying, messenger and delivery service, fees for computerized research services, travel (including mileage, parking, air fare, lodging, meals and ground transportation), long distance telephone, telecopying, depositions, court costs, and filing fees. "Client" agrees that "Client" is responsible for such expenses relating to this case. "Attorney" is hereby authorized to charge such expenses and have such expenses billed to "Client" and "Client" agrees to pay them promptly. Unless other arrangements are made at the outset, fees and expenses of others will not be paid by "Attorney" and will be the responsibility of and billed directly to the "Client".

Invoices for legal services rendered and costs advanced or incurred are issued monthly and are payable upon receipt. Interest at the rate of two (2) percent per month will be added to the balance due on amounts which remain unpaid thirty (30) days or more.

"Attorneys" reserve the right to withdraw from representation if, among other things, "Client" fails to honor the terms of this FEE AGREEMENT by failing to pay "Attorneys'" invoices, by failing to cooperate or follow "Attorneys'" advice on a material matter, or if any fact

or circumstance arises or is discovered that would, in "Attorneys" view, render our continuing representation unlawful or unethical.

You should be aware of an ethical requirement imposed on all Ohio attorneys, that if a client, in the course of representation by an attorney, perpetrates a fraud upon any person or tribunal, the attorney is obligated to call upon the client to rectify the same, and if the client refuses or is unable to do so, the attorney is required to reveal the fraud to the affected person or court. The outcome of negotiations and litigation is subject to factors which cannot always be foreseen; therefore, it is understood that "Attorneys" has made no promises or guarantees to "Client" concerning the outcome of this representation and cannot do so. Nothing herein shall be construed as such a promise or guarantee.

This FEE AGREEMENT pertains only to legal services rendered and costs and expenses for the matter expressly stated above. It does not relate to any other matter for which "Client" seeks representation by "Attorneys". Any other matter will require a separate FEE AGREEMENT.

VILLAGE OF LORDSTOWN, OHIO

By: _____

Woodward
Mayor

Date: _____

Date: _____

FRANK H. SCIALDONE
Mazanec, Raskin & Ryder Co., L.P.A.

Approved as to form and
Legal sufficiency:

SOLICITOR FOR THE VILLAGE OF
LORDSTOWN, OHIO