Resolution 40-2025
Passed December 16, 2025

A RESOLUTION FOR THE EMPLOYMENT OF RENWICK, WELSH & BURTON, LLC AS THE VILLAGE'S LEGAL COUNSEL FROM JANUARY 1, 2026 TO DECEMBER 31, 2026, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is in need of Legal Counsel for 2026, and

WHEREAS, Renwick, Welsh & Burton, LLC has agreed to be the Village's Legal Counsel commencing January 1, 2026 and ending December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Village of Plymouth, County of Richland, State of Ohio:

1. That Renwick, Welsh & Burton, LLC is hereby retained as the Village's Legal Counsel, with Attorney John D. Studenmund designated as the Village Solicitor for the Village of Plymouth, Ohio, for a period commencing on the 1st day of January 2026 and terminating on the 31st day of December 2026.

2. That the duties of the Legal Counsel are: (1) to provide legal advice and assistance to Village officials; (2) to represent the Village and Village officials in official capacities in all legal matters; (3) to prosecute and defend all legal civil, criminal and traffic actions on behalf of the Village; and (4) to attend Village Council meetings upon request.

3. That remuneration for the Legal Counsel shall be One Hundred Fifty Dollars ($150.00) per hour, and it shall provide an itemized monthly invoice to the Village Fiscal Officer. The Legal Counsel is an independent contractor and shall receive no employment benefits.

4. That it is hereby determined that this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the residents of this Village and for the further reason that there is an immediate necessity for the Village to have legal representation commencing January 1, 2026, and shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to this Council, otherwise it shall go into effect in thirty (30) days if passed by a majority vote of Council.

PASSED: December 16, 2025 Cassandra Tryman
Mayor

ATTEST: DiAnne Jamerson December 16, 2025
Village Fiscal Officer Date

APPROVED AS TO FORM:

John D. Studenmund, Solicitor

A CONTRACT BETWEEN THE VILLAGE OF PLYMOUTH AND RENWICK, WELSH & BURTON LLC

THIS AGREEMENT made this 16th day of December, 2025, by and between the Village of Plymouth, Ohio, hereinafter referred to as the "Client," and Renwick, Welsh & Burton, LLC, Attorneys at Law, with offices at 58 West Third Street, Suite B, Mansfield, Ohio, hereinafter referred to as the "Legal Counsel."

1. The Client does hereby employ and retain the Legal Counsel for and during a period commencing on the 1st day of January 2026 and ending on the 31st day of December 2026, for the performance of the legal services as set forth in the Resolution retaining Renwick, Welsh & Burton, LLC as the Village's Legal Counsel. Either party may terminate the contract after giving thirty (30) days' written notice of termination.

2. The Legal Counsel accepts such employment and agrees to render and perform all legal services as set forth in the Resolution retaining Renwick, Welsh & Burton, LLC as Legal Counsel.

3. The Legal Counsel shall attend one (1) regular Council meeting per month as requested by the Client at the hourly rate of $150.00 with a minimum amount of compensation per each meeting of $150.00 plus mileage.

4. The Client hereby agrees to pay to the Legal Counsel as compensation for the services to be performed by it as herein set forth at the hourly rate of One Hundred Fifty Dollars ($150.00). In matters of prosecution and defense of all legal matters, including civil, criminal and traffic, the hourly rate shall be based on portal to portal. Said compensation shall be paid by the Client upon receipt of an itemized monthly billing from the Legal Counsel.

5. In addition to the compensation, the Client shall reimburse the Legal Counsel for all reasonable and necessary expenses which may be paid or incurred by it on behalf of the Client in bringing of any action, suit, or proceeding, or in the transaction of any and all business. Legal Counsel shall be an independent contractor and shall receive no employment benefits.

6. The Legal Counsel shall devote all the time necessary to the business of the Client, but shall not by this retainer be prevented or barred from taking other employment of a similar or other legal character by reason of the employment herein specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

12/19/25
Date

Renwick, Welsh & Burton LLC, by John D. Studenmund, Its Authorized Member

12-16-25
Date

Mayor of Plymouth

12-16-25
Date

DiAnn Jamerson, Fiscal Officer of Plymouth

FISCAL OFFICER'S CERTIFICATE

I, DiAnn Jamerson, the duly acting Fiscal Officer of the Village of Plymouth, do hereby certify that there is on deposit or in the process of collection, free of prior encumbrance and appropriated to the proper account, funds to perform the attached contract during the current fiscal year.

DiAnn Jamerson, Fiscal Officer
Village of Plymouth

Date: 12-16-2025

VILLAGE CLERK PLYMOUTH, OHIO