

RESOLUTION NO. 14-2025

**A RESOLUTION AUTHORIZING THE REEMPLOYMENT
OF JAMES R. O'LEARY AS SOLICITOR,
AFFIRMING HIS AGREEMENT, DETERMINING COMPENSATION
AND DECLARING AN EMERGENCY**

WHEREAS, James O'Leary will be retiring on March 31, 2025 and has elected to begin receiving his OPERS benefits; and

WHEREAS, ORC 145.318 permits the reemployment of a retiree by a municipal corporation after a Public Notice and Public Hearing are completed; and

WHEREAS, the public notice was published in the News-Herald, a publication of general circulation in the Village of Perry and Lake County, Ohio on February 15, 2025; and

WHEREAS, a public hearing was held at the Village Council Meeting of March 13, 2025; and

WHEREAS, Council wishes to continue to provide for legal services by James O'Leary;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That effective, April 1, 2025, the reemployment of James O'Leary as Solicitor for the Village is hereby confirmed and approved by Council for the term from April 1, 2025 until December 31, 2025, in accordance with the terms, conditions, and provisions provided for in the Agreement that is attached hereto as "Exhibit A" and made a part hereof. Further, the Mayor of the Village of Perry is hereby authorized and directed to enter into the aforesaid Agreement providing for the same.

Section 2. It is found and determined that all actions of Council concerning and relating to the adoption of this Resolution were so adopted in meetings open to the public and Council and its committees acted in full compliance with Section 121.22 of the Ohio Revised Code.


Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and prudent administration of Village affairs. Said resolution is necessary for the immediate preservation of the public, peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.



Mayor James Gessic

ADOPTED: March 13, 2025

ATTEST: 

John H. Roskos, Fiscal Officer

FIRST READING Rules Suspended
SECOND READING _____
THIRD READING _____

Exhibit A
REEMPLOYMENT AGREEMENT

**BETWEEN THE VILLAGE OF PERRY,
COUNTY OF LAKE, STATE OF OHIO, AND
JAMES R. O'LEARY, VILLAGE SOLICITOR**

THIS AGREEMENT, made as of the 1st day of April, 2025 by and between the VILLAGE OF PERRY, a political subdivision of the State of Ohio situated in the County of Lake, 3758 Center Road, Perry, Ohio 44081 (hereinafter referred to as "Village"), and James O'Leary (hereinafter occasionally referred to as "Village Solicitor").

WITNESSETH:

WHEREAS, the Village deems it necessary to retain a Village Solicitor pursuant to applicable sections of the Ohio Revised Code; and

WHEREAS, Council has been advised the James O'Leary is an attorney licensed to practice law in the State of Ohio, who possesses the requisite education, training and experience necessary to serve in said position; and

WHEREAS, Council wishes to enter into an agreement for the reemployment of James R. O'Leary as Village Solicitor of the Village of Perry, Ohio, in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the above recitals, as well as the mutual promises, covenants, representations, terms, provisions, statements and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby agreed, the parties hereto agree as follows:

SECTION 1.

- A. The reemployment of James O’Leary as Village Solicitor of the Village of PERRY, County of Lake, and State of Ohio, for a term of nine (9) months, effective April 1, 2025 through December 31, 2025 inclusive.
- B. In addition to such other provisions in this Agreement that may apply, said Agreement may be terminated as set forth below:
- 1) Upon the expiration of the term set forth in section 1 (A), *supra*; or
 - 2) Upon the service of Sixty (60) day written notice of termination of this Agreement by the Village to the Village Solicitor

SECTION 2. The general duties and responsibilities of the Village Solicitor shall be as follows:

- A. To counsel, advise and render simple or informal legal opinions to the Village, including its administration, departments, Council and various officers, Boards and Commissions in their official capacity.
- B. To attend all regular and special meetings of Council, Committees of Council, Planning Commission, Board of Zoning Appeals and other meetings related to the above committees, boards and/or commissions; and
- C. To prepare, upon request of the Mayor or Council, at regular or special meetings, or Council Committees, all necessary legislations. All submitted legislation must be presented to the Village Clerk/Chief Fiscal Officer by 3:00 PM on the Friday before Thursday Council Meeting.

SECTION 3. The Village Solicitor shall receive as compensation for the services described in Section 2, *supra*, the sum of Twenty-Two Thousand- Five Hundred and

00/100 Dollars (\$22,500.00) payable through the term of this agreement (as set forth in Section 1, *supra*) in nine (9) equal monthly installments of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) from April 1 through December 31, 2025 and be enrolled in the Ohio Public Employee Retirement System (OPERS) Money Purchase Plan.

SECTION 4. The Village Solicitor shall receive, as “additional compensation,” payable monthly, for other services (as set forth below and not referenced in Section 2. *Supra*), in accordance with the following:

- A. For each note issue or bond for which a transcript of the proceedings of the officers of the Village is prepared the sum of One Hundred and No/100 Dollars (\$100.00) per hour.
- B. For representation and appearances on behalf of the Village in any Court, or before any Federal, State, County, School District, Fire District, Police District or other Board, Bureau, Commission, Agency or similar administrative body [excepting from same those items referenced in paragraph 2(B), *supra*], the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per hour.
- C. For research, investigation, and preparation for trial or other special proceedings, projects, and/or services, including complex or formal legal opinions, agreements and memoranda, and for special advisory or investigatory assistance, the sum of One Hundred and No/100 Dollars (\$100.00) per hour;
- D. For advice and assistance rendered in addition to those duties referred to above, and in addition to duties performed in discharging his general responsibilities as legal officer, the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per hour;
- E. For advice, assistance, research, representation, consultation, court appearance or other legal services associated with criminal complaints, questions, investigations or the prosecution of criminal matters the sum of One Hundred Fifty and No/100 Dollars (\$150.00) per hour;
- F. Reimbursement for expenses incurred in the investigation and preparation of special projects, trial or other matters referred to in this Section 4; and
- G. **In no event shall the “additional compensation” due and payable to the Village Solicitor pursuant to, and in accordance with, the provisions of this Section 4**

exceed the sum of Five Hundred and NO/100 Dollars (\$500.00) per month. A monthly expense document must be presented to receive payment.

SECTION 5. Said Village Solicitor shall be reimbursed for his reasonable and necessary travel expenses incurred on behalf of the Village, except as such are incurred for travel within Lake County, Ohio.

IN WITNESS WHEREOF, the parties have affixed their hands and seals at Perry, Lake County, Ohio this 1st day of April, 2025.

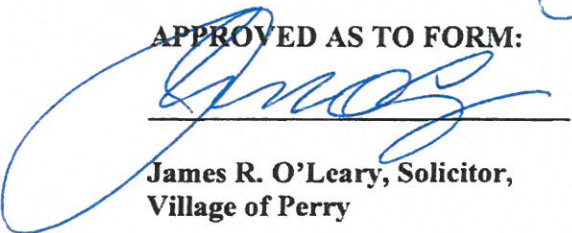
VILLAGE OF PERRY, OHIO

By: _____


James Gessic, Mayor


James O'Leary, Esq.

APPROVED AS TO FORM:


James R. O'Leary, Solicitor,
Village of Perry

APPROVED AS TO THE CERTIFICATION THAT
FUNDS NECESSARY TO THE FULL AND PROPER
SATISFACTION OF THIS AGREEMENT ARE AVAILABLE:


John H. Roskos, Fiscal Officer
Village of PERRY