

RESOLUTION NO. 48-2026

**A RESOLUTION CONFIRMING THE APPOINTMENT
OF DIANE A. CALTA AS LEGAL COUNSEL,
AFFIRMING HER AGREEMENT, DETERMINING COMPENSATION
AND DECLARING AN EMERGENCY**

WHEREAS, Diane A. Calta, Attorney At Law, is licensed to practice law within the State of Ohio, and possesses the requisite qualifications to serve as our Village Solicitor/Prosecutor; and

WHEREAS, Council wishes to provide for the legal service by Diane A. Calta, and appoint as Village Solicitor/Prosecutor as is hereunder provided.

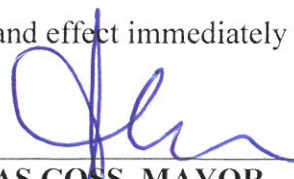
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, effective November 1, 2026 the appointment of Diane A. Calta as Village Solicitor/Prosecutor for the Village is hereby confirmed, approved and extended by Council for a fourteen (14) month term (same to expire on December 31, 2027), 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. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

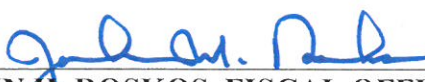
Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to provide for the proper and judicious administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare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

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



ELIAS COSS, MAYOR

ADOPTED: October 13, 2026

ATTEST: 

JOHN H. ROSKOS, FISCAL OFFICER

October 20, 2026

PRIVILEGED AND CONFIDENTIAL ATTORNEY/CLIENT COMMUNICATION

ecoss@perryvillageohio.gov
jroskos@perryvillageohio.gov
Elias Coss, Mayor
John H. Roskos, Fiscal Officer
Village of Perry
3758 Center Road
Perry, OH 44081

In re: Appointment as Solicitor for the Village of Perry and Related Legal Services

Dear Mayor Coss and Mr. Roskos:

The Ohio Rules of Professional Conduct and our firm policy require written attorney-client agreements. This letter will confirm that Village Council has appointed Diane A. Calta of Mansour Gavin as Solicitor and Kathryn E. Weber of Mansour Gavin as Assistant Solicitor for the Village of Perry and selected our firm to represent the Village of Perry, as is further defined below, for related legal services. This letter outlines the scope, nature, and duration of the engagement we are agreeing to undertake.

SCOPE AND DURATION OF ENGAGEMENT. The nature and scope of the engagement by and on behalf of the Village of Perry is to provide general solicitor services to the Village. We have performed a conflict check and have confirmed that no actual or potential conflicts affect our ability for Diane A. Calta, Kathryn E. Weber and Mansour Gavin to represent the Village of Perry. The current engagement shall be in effect through December 31, 2027, for a term of fourteen (14) months.

OUR BILLING AND PAYMENT POLICIES. Our professional fees are based on a variety of factors, primarily the time expended by our attorneys and our paralegal assistance on your legal matters. An hourly rate has been established for each attorney and paralegal in our firm.

In addition to our professional fees for legal service, you will be responsible for certain costs which we incur in connection with your representation. These costs typically include the costs of photocopying, court filing fees, computer research and travel. Depending on the size of the expense, we may ask that you make payment directly to the supplier. If it is necessary and appropriate that professionals or experts, consultants or witnesses must be retained, you will be



responsible for the costs and fees incurred by these professional service suppliers. Our invoices for professional fees and costs are rendered on a monthly basis and are due and payable upon receipt.

Compensation for general services is \$45,000.00 per year, subject to OPERS contributions, payable as further instructed, to Diane A. Calta and Kathryn E. Weber. Additional services are offered at the rate of \$290.00 per hour for senior and partner level attorneys, \$250.00 for associates, and \$100.00 for paralegals and law clerks. We also reserve the right to charge interest at the rate of 1% per month for any outstanding balance over thirty (30) days. The general services and additional services are outlined on the attached.

The Ohio Supreme Court Rules of Professional Conduct require attorneys to charge reasonable fees for their services. We carefully review our professional fees and base the fees on time and labor required, the fee customarily charged in the locality and other factors.

CONFLICTS OF INTEREST. As noted above, we have confirmed that there are no actual conflicts of interest which currently exist. However, you should be aware that from time to time potential conflicts of interest can arise from a variety of situations. If you become aware of any potential conflict of interest, you are asked to notify us immediately. Likewise, if we become aware of a potential conflict of interest, we will notify you and consult with you. If appropriate, we may request a written waiver of conflict if a potential conflict arises. However, under certain circumstances, we may require withdrawal from representation in an appropriate written notice to you if the conflict is real and cannot be waived.

COMMUNICATIONS. We will communicate with you in writing, including by e-mail, by telephone and in person as circumstances warrant. We will keep you advised of developments of interest in matters we are handling and encourage you to communicate with us at any time regarding any aspect of any matter of our representation. We will consult with you as appropriate in the preparation of any necessary court papers and other documents and in connection with other aspects of the preparation of the matters we are handling.

FILE. We will maintain a specific file relating to Village matters. Our file will include all pertinent documents, including correspondence, pleadings, legal research, and other relevant matters. Your file will be maintained on a private, confidential and proprietary basis. Our communications with you will ordinarily be protected by attorney-client privilege and we caution you not to inadvertently waive the privilege by sharing the information or documents we provide to you with third parties.

Please note that pursuant to our record retention policy we will destroy your file seven years after its closure without further notice to you. If you would like to make arrangements to obtain the file prior to its destruction or more information about our policy, please let me know.

WITHDRAWAL FROM REPRESENTATION. Although unlikely, circumstances may arise where the firm believes that it is required to withdraw from its representation of the client's interests in a particular transaction or proceeding. Such circumstances occur when a client:

1. Refuses to fully cooperate in the matter;
2. Misrepresents or fails to disclose material facts to us; or
3. Insists upon conduct contrary to law, which in our opinion would result in a violation of any ethical or other rule governing the practice of law.

If such a situation develops where we conclude that we must withdraw from your representation, we will promptly advise you of that fact and will discuss it with you. Our right to withdraw from representation is governed by various rules and regulations including the Ohio Supreme Court Rules of Professional Conduct.

CONCLUSION. If you have any questions about the terms of our representation, our billings or other matters, please do not hesitate to contact me.

Please review this agreement, sign it and return it to me.

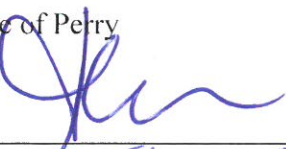
Very truly yours,

MANSOUR GAVIN LPA

Diane A. Calta

Diane A. Calta

Village of Perry

By: 
Printed Name: ELIAS COSS
Title: Mayor
Date: 10/22/2026



Mansour Gavin Solicitor Services List

General Legal Services (Retainer) Perry Village 2026

Counsel, advise and render simple or informal legal opinions to the Village, including the administration, departments, Council and various officers, boards and commissions in their official capacity.

Attendance at 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 commission, in total all such meetings not to exceed four (4) meetings per calendar month.

Prepare, upon request of the Mayor or Council, at regular and special meetings, or Council Committees, all necessary and routine legislation.

Routine calls with police personnel on prosecution matters.

Review of routine public records requests and responses thereto.



Additional Legal Services (Billed Hourly) Perry Village 2026

Meetings described in General Legal Services that exceed the amount of four (4) meetings per calendar month.

All other meetings that are not described in General Legal Services.

Prosecutions including hearings, pretrials and trials related thereto.

Representation in civil litigation matters.

Review of non-routine public records requests and responses thereto.

Drafting and review of contracts and agreements.

Drafting of new or complex legislation.

Preparation of formal legal opinions requiring substantial research.

All communications related to the above listed Additional Legal Services.

DAC/KEW

October 5, 2026