

ORDINANCE NO. 7-26

**AN ORDINANCE AUTHORIZING THE CITY TO RETAIN TRUAX LAW GROUP
TO REPRESENT THE CITY IN ALL MATTERS RELATED TO
THE CONSTRUCTION OF A 2ND FIRE STATION
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon is considering the construction of a second fire station to be located at the corner of Middleton Road and Pendleton Court; and

WHEREAS, to fully protect the City's interests in connection with the engagement and contracting with the design professional for the design and engineering and with the construction manager for the actual construction of this station, the Law Director recommends the hiring of outside counsel with considerable contract experience in these areas to prepare, review, revise and otherwise represent the City's interests in these matters; and

WHEREAS, Council, upon recommendation of the Administration and the Law Director, deems it in the best interest of the health, safety, and welfare of the citizens of Avon that outside special counsel be retained as quickly as possible to assist the Law Director in representing the interests of the city as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - Effective January 13, 2026 and going forward and pursuant to Article V, Section 2 of the Charter of the City of Avon, Council hereby authorizes the administration to retain the services of the Truax Law Group (hereinafter referred to as "Truax"), as special counsel to assist the Law Director in connection with the engagement and contracting with the design professional for the design and engineering and with the construction manager for the actual construction of this station

Section 2 - That the proposal for these services submitted by Truax is hereby accepted and marked as Exhibit A and made a part of this Ordinance by reference. Further, Truax, as special counsel, shall be compensated at the rates set forth therein.

Section 3 - Council hereby authorizes the Finance Director to appropriate the funds necessary to cover said legal fees through project completion.

Section 4 - That it is 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 that 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 5 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to retain special counsel to represent the

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City in all matters pertaining to contracts for design and construction services related to the fire station no. 2 project; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 26, 2026 DATE SIGNED: January 26, 2026

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: January 27, 2026

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara J. Brooks
Barbara J. Brooks, Clerk of Council

Posted: January 29, 2026
Electronically and at City Hall as
Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 7-26, passed by the Council of said City on January 26, 2026.

IN WITNESS WHEREOF, I have on this 28th day of January 2026, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

EXHIBIT A TO ORDINANCE NO. 7-26



PHILIP J. TRUAX
DIRECT DIAL: 440-534-6725
PHIL@TRUAXLAWGROUP.COM

January 13, 2026

VIA EMAIL: jgasior@ssgavonlaw.com

John Gasior
City of Avon
36080 Chester Rd
Avon, OH 44011

RE: Attorney-Client Engagement Letter

Dear John:

On behalf of Truax Law Group, Ltd. ("Truax Law"), I want to thank you for the opportunity to work with you and welcome you as a client of the firm! This firm is committed to providing top quality legal representation and services customized to meet the needs of each client by focusing on Trust, Clarity, Reliability, Tenacity and Strategy. At the outset of a new matter, it is important to have a mutual understanding of the scope and nature of services we have been asked to provide, and to agree with you on the terms for the provision of these services. The purpose of this engagement letter is to explain Truax Law's fees and expenses charged to clients, billing policies and payment terms. **This letter also confirms our agreement that Truax Law will represent the City of Avon in connection with the engagement and contracting with the design professional for the design and engineering, and the construction manager for the construction, of Fire Station No. 2 ("the Project"). We will consult and meet with the City's key representatives, as needed, review, prepare, and/or negotiate the controlling contract documents in connection with the Project.**

Please note: This Attorney-Client Engagement Letter will expire seven (7) days from the date of this letter (1/20/2026) if it has not been executed and returned to us.

If you have any questions about the terms of this engagement, please call. If we are asked to work on other matters, and we accept such engagements, then the terms of this letter shall apply equally to those matters as well, unless we generate an additional engagement letter.

Client

Our client will be the City of Avon.

Legal Fees and/or Retainer, and Billing

My current hourly billing rate is \$390 per hour. The hourly billing rate for my associate, Anthony D'Attoma, will be \$315 per hour. Paralegals and document clerks, if any, would be charged at a rate of \$190 per hour. **We estimate that based on the information available at this time and our understanding of the services that will be required, our total fees for this engagement will not exceed \$15,000, subject to any substantial modification and/or expansion of the scope of our services requested and/or required by the City.**

Our billing rates will be revised annually as of January 1 of each calendar year. Statements for services rendered and costs advanced and/or paid by the firm are rendered to clients monthly (if not more frequently), showing the tasks and time billed, and will require payment within 30 days.

Charges and Disbursements

In addition to the above legal fees for our services, certain charges and expenses incurred on the client's behalf in rendering legal services, such as substantial photocopying, messenger and delivery charges, computerized research, travel expenses, filing fees, and the like, are payable by the client. Fees and expenses of others (such as consultants, expert witnesses, local counsel, when authorized by client) will not be paid by this firm but will be forwarded directly to you for payment unless we have a different arrangement in writing. Time spent during automobile travel that is incident or necessary to our representation will be charged, but at a reduced rate, as will mileage for auto travel more than 15 miles from our principal office in Avon, Ohio.

Client Responsibilities

By agreeing to and accepting the terms of representation as stated in this letter, you agree to cooperate fully with us and to fully, promptly, and truthfully provide all information known or available to you relevant to our representation and the matter at hand. Good communication is paramount to our relationships. You also agree to promptly, timely, and fully pay the retainers and/or invoices required in connection with our services.

Term of Engagement and Conflicts

Either of us may terminate the engagement at any time for any reason by written notice (including without limitation, failure to timely pay bills or provide complete and truthful information), subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter. If permission for withdrawal is required by a court, we will promptly apply for such permission, and will assist as you may desire to engage successor counsel to represent you.

Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you. Our own files pertaining to the matter, including lawyer work product, will be retained by the firm. All such documents retained by the firm may be transferred to the person responsible for administering our records retention program. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Under the lawyer's Model Rules and Code of Professional Responsibility, we must have undivided loyalty to our clients. This means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the independent professional judgment of the lawyer. In this regard, Truax Law represents several other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients may have disputes or transactions with you. As a result, conflicts of interest may arise and, when they do, we will address them with you in a manner consistent with our obligations under the Code and Rules. In circumstances in which the rules relating to conflicts dictate that we do not represent the other client, we will not do so. In circumstances in which a waiver may be solicited, we may solicit a waiver from you. In circumstances in which a waiver is not required, we may represent the other client. We will, however, protect, as required by the Code and Rules, your confidential

information or documents entrusted to our care. You should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Identification Number

Truax Law's tax identification number is 86-2312852.

Questions about Billing and Other Matters Relating to Representation/Services

You are encouraged to discuss with me any questions you have about statements rendered to you.

The purpose of this letter is to avoid any misunderstanding with respect to the terms of our engagement and the rendering of legal services by Truax Law. If these terms are acceptable to you, please sign this letter below and return a copy to me via email ASAP.

Again, we truly appreciate this opportunity to provide legal services, and I look forward to working with you!

Sincerely yours,

Phil J. Truax

Phil J. Truax

AGREED TO AND ACCEPTED:

On behalf of the City of Avon

By: 
Print Name: Bryan K. Jensen

Its: Mayor

Date: 1/27/26