

ORDINANCE NO. 2026-01

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STEPHEN L. BYRON AND SINGERMAN, MILLS, DESBERG & KAUNTZ CO., L.P.A., FOR LEGAL SERVICES BEGINNING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, CONFIRMING THE APPOINTMENT OF STEPHEN L. BYRON AS LAW DIRECTOR, REPEALING CERTAIN ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, Section 7.1 of the Kirtland Hills Village Charter authorizes the Mayor to appoint a Village Law Director and Assistants subject to confirmation by a majority vote of the members of Council; and

WHEREAS, the Mayor and Council of the Village of Kirtland Hills wish to retain the services of Stephen L. Byron and Singerman, Mills, Desberg & Kauntz Co., L.P.A. as legal counsel to the Village, effective January 1, 2026 through December 31, 2026; and

WHEREAS, the Council also wishes to confirm the Mayor's appointment of Stephen L. Byron as Law Director for that same period of time.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF KIRTLAND HILLS, LAKE COUNTY, STATE OF OHIO:

SECTION 1. (a) That the Mayor is hereby authorized to enter into an agreement to engage Stephen L. Byron ("Byron") and the law firm of Singerman, Mills, Desberg & Kauntz Co., L.P.A ("Singerman Mills"), in substantially the form attached hereto as "Exhibit A," to represent the Village in connection with various routine matters, for a retainer of Two Thousand Six Hundred Sixty-Seven Dollars (\$2,667) per month, from January 1, 2026, through December 1, 2026. Such routine matters shall include:

- (i) Attending all regular and special Council meetings, except as otherwise directed by the Mayor;
- (ii) Attending other board and commission meetings upon the request of the Mayor;
- (iii) Drafting ordinances and resolutions upon request of the Mayor, Chief of Police, Clerk-Treasurer or a majority of Council;
- (iv) Researching and drafting legal memoranda as requested by the Mayor, Chief of Police, Clerk-Treasurer or a majority of Council;
- (v) Providing legal advice to Village officials as necessary, except for the Police Department in its handling of criminal matters;
- (vi) Responding to inquiries regarding Village matters;
- (vii) Attending meetings and discussions with Village, County, State, and Federal officials and other governmental officials;
- (viii) Reviewing and approving contracts and any other written documents, as requested by the Mayor, Chief of Police or Clerk-Treasurer. This shall not encompass revisions of a document that requires more than four hours of service.

(b) For work outside the scope of Routine Services as outlined above, the fees therefor, either as a flat fee or on an hourly rate, shall be as established pursuant to the agreement appended to this ordinance.

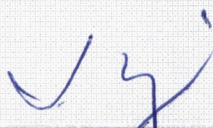
(c) Singerman Mills shall also be reimbursed for reasonable and documented out-of-pocket expenses incurred in connection with representing the Village in litigation and additional projects, including, but not by way of limitation, long-distance telephone charges, computer-assisted research, copying charges, messenger services, and long-distance travel.

(d) Singerman Mills shall, on a monthly basis, provide the Mayor and the Clerk-Treasurer with a written accounting of all time spent by members of its firm on Village business pursuant to this section. Such accounting shall include an itemization of time spent on Village matters, a description of the work performed, and an identification of the person performing the work.

SECTION 2. That in addition to the Agreement for Routine Services set forth above, Byron shall be employed as the Law Director for the Village at a salary of One Thousand Five Hundred Dollars (\$1,500) per month, which shall be subject to the OPERS Money Purchase Plan, subject to regular tax withholding, reported as W-2 (or equivalent) wages, and payable to Byron or his designee. Byron shall provide an average of five (5) hours per month of Routine Services for the salary provided.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the reason that the legal services provided herein are needed for the current operation of the Village and, therefore, this Ordinance shall take effect January 1, 2026.

PASSED: January 5 2026



CLERK/TREASURER



MAYOR

**AGREEMENT BETWEEN AND AMONG THE VILLAGE OF KIRTLAND HILLS,
SINGERMAN, MILLS, DESBERG & KAUNTZ CO., L.P.A.
AND STEPHEN L. BYRON FOR LEGAL SERVICES**

This Agreement is for legal services between and among the Village of Kirtland Hills, an Ohio Municipal Corporation, ("Kirtland Hills"), Stephen L. Byron ("Byron"), and Singerman, Mills, Desberg & Kauntz Co., L.P.A., a legal professional association ("Singerman Mills"), effective January 1, 2026.

WITNESSETH:

WHEREAS, Kirtland Hills wishes to engage Byron, as Law Director, and the firm of Singerman Mills to perform legal services on behalf of Kirtland Hills.

NOW, THEREFORE, intending to be bound by this Agreement, the Parties agree as follows:

1. **Routine Services**. Except as otherwise provided herein, Byron and Singerman Mills agree to provide the following Routine Services:
 - a. Attending all regular and special meetings of Council, except as otherwise directed by the Mayor.
 - b. Attending other board and commission meetings upon the request of the Mayor.
 - c. Drafting ordinances and resolutions upon request of the Mayor, the Chief of Police, the Clerk-Treasurer, or a majority of Council.
 - d. Researching and drafting legal memoranda as requested by the Mayor, the Chief of Police, the Clerk-Treasurer, or a majority of Council.
 - e. Providing legal advice to Village officials as necessary, except for the Police Department in its handling of criminal matters.
 - f. Responding to inquiries regarding Village matters.
 - g. Attending meetings and discussions with Village, County, State and Federal officials and other governmental officials and any other meetings as directed by the Mayor.
 - h. Reviewing and approving contracts, ordinances, resolutions, and any other written documents, as requested by the Mayor, Chief of Police, or Clerk-Treasurer. This shall not encompass revisions of a document that requires more than four hours of service.

2. **Compensation for Routine Services:** Kirtland Hills shall pay Singerman Mills a retainer of Two Thousand Six Hundred Sixty-Seven Dollars (\$2,667) per month, beginning January 1, 2026 and ending December 31, 2026 and shall issue an annual 1099 or equivalent tax document. Byron shall be employed as the Law Director for the Village at a salary of one thousand five hundred dollars (\$1,500) which shall be subject to the OPERS Money Purchase Plan and reported as W-2 (or equivalent) wages, payable to Byron or his designee. Byron shall work an average of five (5) hours per month for this salary.
3. **Litigation.** Litigation is defined as work performed in preparing or conducting pleadings, written or oral discovery or any motion practice, and attendance at hearings or other events before judges, magistrates, arbitration panels, court staff members or juries, and all post judgment activities including all appellate work. The fee arrangement set forth below in "Additional Projects" shall also apply to "Litigation."
4. **Billing.** Singerman Mills shall bill Kirtland Hills monthly for work performed by Singerman Mills under the retainer Routine Services, and for Complex Litigation and Additional Projects, which billings shall set forth the date the services were rendered, the attorney performing such services, and a brief description of the services provided.
5. **Term.** The rates set forth in this Agreement shall take effect and be in force from January 1, 2026 through December 31, 2026. However, either Party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate the Agreement to the other Party.
6. **Miscellaneous Provisions.**
 - a. **Additional Projects.** Subject to the agreement of both Parties, Singerman Mills may undertake Additional Projects that are outside the scope of Routine Services, on a flat fee or hourly basis. For projects that are billed hourly, Singerman Mills will offer a discounted blended hourly rate of three hundred ninety (\$390) per hour, unless a different rate is agreed upon by Singerman Mills and the Village and is approved by the Village.
 - b. **Expenses.** Singerman Mills shall also be reimbursed for out-of-pocket expenses incurred in connection with the performance of legal services. Any expense in excess of one hundred dollars (\$100) shall be approved by the Mayor before it is incurred.
 - c. **Applicable Laws.** Singerman Mills shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances, and governmental requirements in the performance of this Agreement.
 - d. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class

postage prepaid), to the Parties with written confirmation of receipt at the following addresses:

If to Kirtland Hills:

Office of the Mayor
Village of Kirtland Hills
8026 Chillicothe Road
Kirtland Hills, Ohio 44060

If to Byron or Singerman Mills:

Stephen L. Byron
Singerman Mills Desberg & Kauntz, Co. L.P.A.
3333 Richmond Road, Suite 370
Cleveland, Ohio 44122

- e. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.
- f. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- g. **Parties in Interest.** This Agreement is enforceable only by Singerman Mills and Kirtland Hills. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of Singerman Mills' personnel assigned to Kirtland Hills's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement. The employment relationship documented herein has been created at the request and for the benefit of Stephen L. Byron. To the extent permitted by law, Stephen L. Byron waives all claims that may arise from said employment relationship.
- h. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- i. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior

negotiations, discussions, undertakings, and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

- j. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**SINGERMAN, MILLS, DESBERG & KAUNTZ
CO., L.P.A.**



Stephen L. Byron, Individually and on behalf of
Singerman Mills Desberg & Kauntz, Co. L.P.A

VILLAGE OF KIRTLAND HILLS

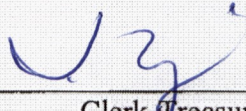


Alyson Scott, Mayor

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

January 5 2026
Date


Clerk-Treasurer