

RESOLUTION 24-3-1

APPROVING AND AUTHORIZING THE EXECUTION OF  
THE RETENTION AGREEMENT BETWEEN  
MARTIN, BROWNE, HULL AND HARPER AND  
THE VILLAGE OF WAYNESFIELD, OHIO

WHEREAS, the Village Solicitor recommends it is in the Village's best interest to have on standby legal services to address certain real property or other matters that may arise in the future requiring areas of pointed expertise, and recommends the Village retain the professional services of Attorney Daniel Bey and his firm, Martin, Browne, Hull & Harper ("MBHH"); and

WHEREAS, by entering into a Retention Agreement with MBHH, the Village will benefit from MBHH's legal expertise in real property or other matters.

NOW, THEREFORE, THE VILLAGE OF WAYNESFIELD HEREBY RESOLVES as follows:

SECTION I. The Village desires to participate in the Retention Agreement, attached as Exhibit A.

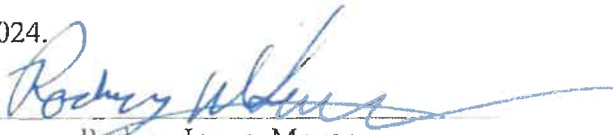
SECTION II. All required Village officials are hereby authorized to execute the Retention Agreement, attached hereto as Exhibit A, including the Mayor and Clerk.

SECTION III: The Village Solicitor is authorized to refer legal work to Attorney Daniel Bey and MBHH under and in compliance with the Retention Agreement.

SECTION IV: It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

SECTION V: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the Village of Waynesfield, specifically because execution of this agreement will best serve the public interests of the Village to have available to it an attorney with a particular expertise to best advise the Village. This Resolution shall go into immediate effect provided that it receives two thirds vote of all members of Village Council.

Passed in Council this 25 day of March, 2024.

  
Rodney Luma, Mayor

ATTEST: Sarah Montgomery  
Sarah Montgomery, Fiscal Officer

APPROVED AS TO FORM

  
Lynnette Dinkler, Solicitor

# MARTIN BROWNE

MARTIN, BROWNE, HULL & HARPER, PLL

URBANA OFFICE

MAIN OFFICE

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**Reply to:** Urbana Office

February 28, 2024

Sender's email: [dlbey@martinbrowne.com](mailto:dlbey@martinbrowne.com)

Village of Waynesfield  
300 North Westminster St.  
Waynesfield, OH 45896

Re: Outside Legal Counsel

Dear Village Council:

We are pleased to have the opportunity to be of service to the Village of Waynesfield ("the Village"). We look forward to working with you and will do our best to provide the highest quality legal services in a responsible, efficient manner.

Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which I will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

### ***Scope of Representation***

As outside legal counsel, Martin, Browne, Hull & Harper, PLL (Martin Browne) will perform legal services in connection to real property matters referred to Martin Browne by an authorized Village official. Our ultimate responsibility is, of course, to the Village and not to individual council members, officials or employees. If requested, we will also assist you in the non-real property matters with the consent of the current Village Solicitor.

### ***Professional Undertaking***

Daniel L. Bey will have primary responsibility for the coordination of legal work undertaken by Martin Browne on the Village's behalf. Other attorneys and legal assistants in our office may assist in your matters if necessary or advisable in the best exercise of our professional judgment. We all will endeavor to serve you in a professional manner and to the best of our abilities.

### ***Fees***

EXHIBIT A

Our fees are based on the time spent by lawyers and paralegals who work on matters for the Village. We reserve the right to request a retainer if we are asked to undertake a substantial legal matter for the Village or if our prior invoices are not being promptly paid. We will charge for actual time spent in representing the Village's interest, including, by way of illustration, e-mail exchanges, telephone and office conferences with the Village's representatives, consultants, opposing counsel, and others; appropriate conferences among our staff; factual investigation; legal research; responses to your request to provide information to your auditors in connection with audits of financial statements; and drafting letters, memoranda and other legal documents.

Billing rates for our attorneys vary according to the experience of the attorney. Our current billing rates range from \$195 per hour for newest associates to \$285 per hour for senior partners. Daniel Bey's regular billing rate is \$285 per hour. As a public service, we offer the Village of Waynesfield reduced billable rates as follows:

\$175.00 per hour – Daniel Bey  
\$175.00 per hour – Senior Partners  
\$160.00 per hour – Associates  
\$100.00 per hour – Paralegals

### *Expenses*

Sometimes, it is necessary for us to incur expenses for items such as courier services, court reporter fees, and in certain cases for travel, lodging, and meals. Similarly, some matters require substantial amounts of ancillary services such as photocopying and computerized legal research. To allocate these expenses fairly and keep billing rates as low as possible for those matters that do not involve such expenditures, these are separately itemized on our statements as "expenses." Some expenses represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items described above, and others represent a combination of both factors. In cases where we expect to incur expenses to third parties in excess of \$250.00 for items such as filing fees, court costs, stenographic transcripts, etc., we will request that you fund them in advance or pay them directly, rather than advancing the costs and billing them to you.

### ***Billing***

Martin Browne will prepare statements for our services to the Village on a monthly or quarterly basis. Statements will reflect work for legal services performed by each professional and may include an explanation of the services provided as appropriate for the relevant matter. At the end of the statement, we will set forth the amount of professional services and also show any expenses and advances. All of our statements are due and payable within 30 days following receipt.

### ***Cooperation***

To enable us to render effective legal services, Village representatives must advise us of all facts and keep us informed of all developments relating to the matters of our representation. We necessarily must rely on the accuracy and completeness of the facts and information provided us. Also, we cannot address any concerns with our representation unless we have knowledge of the concerns. Accordingly, if any problems or concerns arise during our representation, please contact us so the concerns can be addressed at the earliest possible time.

### ***Conflicts***

You may be aware that Martin Browne represents many other companies, non-profit organizations, and individuals. It is possible that during the time that we are representing the Village, some of our present or future clients will have disputes or transactions with the Village. If this situation arises, we will consult with the Village regarding a potential conflict or the waiver of the same on a case-by-case basis.

### ***Termination***

Although we look forward to a continuing relationship, the Village is, of course, free to terminate our representation at any time. We also reserve the right to withdraw from the representation if the Village does not meet the arrangements set forth in this letter, or for any just reason permitted or required by applicable ethical codes and rules of conduct. Notification of termination or withdrawal by either party shall be made in writing. In the event of such termination or withdrawal, the Village will remain obligated to pay all statements for fees and expenses with respect to services provided before the date of termination or withdrawal and for any further work required of us or expenses incurred by us in order to facilitate an orderly transfer of matters in process at the time of termination.

Following termination, any non-public information that 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 promptly upon receipt of payment for outstanding fees and costs. Our own files will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports,

prepared by or for the internal use of lawyers. You may have your original file as soon as a particular matter is concluded. Copies of original documents will be retained by the firm in accordance with the firm's record retention policy. If you do not request your documents, the firm may destroy them after seven (7) years, in accordance with our record retention policy.

**Conclusion**

If the foregoing terms of engagement are acceptable to you, please sign a copy of this letter, mail or email it back to us and retain the original for the Village's files. We look forward to working with you.

Very truly yours,

MARTIN, BROWNE, HULL & HARPER PLLC

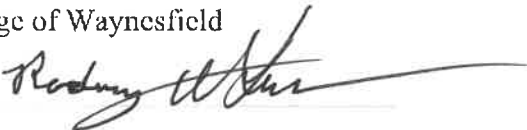
/s/ Daniel L. Bey

Daniel L. Bey

ACKNOWLEDGED AND AGREED:

Village of Waynesfield

By:



Date:

4/11/24

I Sarah Montgomery Clerk of the Village of Waynesfield, do hereby certify that Res. 24-31 was published by posting for fifteen days at:  
1. Facebook 2. Municipal Building  
3. Library 4. Website  
5. Post office  
from the 11 day of April 20 24  
to the    day of April 20 24  
for no less than a period of fifteen days.  
Sarah Montgomery Clerk

I Sarah Montgomery clerk of the Village of Waynesfield, do hereby certify that the foregoing is a true and copy of Res. 24-31 No 24-3-1 as passed by the legislative authority on the 25 day of March Sarah Montgomery  
Clerk

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