

**ORDINANCE NO:25-1259**

AN ORDINANCE AUTHORIZING THE MAYOR OF RUSSELLS POINT, OHIO TO ENTER INTO A CONTRACT WITH DANIEL L. BEY, REMINGER CO., L.P.A., FOR SERVICES OF VILLAGE SOLICITOR AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Russells Point, Ohio:

**WHEREAS**, the Mayor and Council wishes to appoint an Village Solicitor through contract for two (2) years;

**WHEREAS**, the Village of Russells Point wishes to appoint through contract, as an independent contractor, Daniel L. Bey, Reminger Co., L.P.A., as Village Solicitor;

**NOW, THEREFORE, BE IT ORDAINED**, by the Council of the Village of Russells Point, Ohio:

**SECTION I:** The Mayor is authorized to enter into an agreement with Daniel L. Bey, Reminger Co., L.P.A., to perform the duties of the Village Solicitor as an independent contractor. The Mayor is further authorized to execute any and all documents in connection with said agreement.

**SECTION II:** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this council and that all deliberations of this Council, and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of the Ohio Revised Code.

**SECTION III:** This Ordinance is hereby found to be an emergency necessary for the public welfare because the Village administration requires uninterrupted legal representation and services for ongoing and future matters to provide the services necessary to the general public health, safety, and welfare. It shall take effect and be in full force immediately upon passage.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

  
John Huffman, Mayor

ATTEST: \_\_\_\_\_  
Jeff Weidner, Fiscal Officer

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

/s/ Daniel L. Bey  
Daniel L. Bey, Esq., Village Solicitor



Daniel L. Bey  
Direct Telephone – (419) 245-3766  
Direct Email – dbey@reminger.com

December 27, 2024

Village of Russells Point  
Attn: Mayor Huffman  
433 State Route 708  
PO Box 30  
Russells Point, OH 43348

Re: Legal Representation

Dear Mayor Huffman:

I am pleased to have the opportunity to be of service to the Village of Russells Point (“the Village”). I look forward to working with you and will do my 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 legal counsel, I will perform such legal services as are requested in connection with matters that you or another authorized employee of the Village refer to me. My ultimate responsibility is, of course, to the Village and not to individual board members, officials or employees. If requested, I will also assist you in the selection and engagement of other law firms to provide specialized legal services which are beyond the scope of my expertise.

#### ***Professional Undertaking***

I will have primary responsibility for legal work undertaken by Reminger Co., L.P.A. (“Reminger”) 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***

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

#### **REMINGER CO., LPA**

One SeaGate • Ste 1600 • Toledo, OH 43604 • T: 419.254.1311 • F: 419.243.7830 • [www.reminger.com](http://www.reminger.com)

CLEVELAND / COLUMBUS / CINCINNATI / AKRON / SANDUSKY / TOLEDO / YOUNGSTOWN / FT MITCHELL  
LEXINGTON / LOUISVILLE / INDIANAPOLIS / FT WAYNE / NW INDIANA / EVANSVILLE / DAYTON

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. Although my regular fee is \$325 per hour, as a public service, I will reduce my personal billing rate to \$200.00 per hour and paralegal rates shall be \$100.00 per hour. In an effort to reduce overall legal costs, I may utilize junior associates or my paralegal when appropriate.

These rates are revised from time to time, usually on or about January 1 of each year. If you require advance notice of our revised rates, please let me know. Otherwise, our revised rates will be reflected in the next invoice rendered after any changes take effect.

### ***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.

From time to time, there may be professional associations or conferences which may benefit the Village by my participation. The Village may, in its discretion, reimburse me for all such membership and attendance fees if agreed in advance by the parties.

### ***Billing***

Reminger will prepare statements for our services to the Village on a monthly basis. Any statement will reflect all services performed on a daily basis by each professional, including an explanation of the services provided by each professional, with an indication of the amount of time involved. 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 me to render effective legal services, the Village will need to advise me of all facts and keep me informed of all developments relating to the matters of my representation. I must necessarily rely on the accuracy and completeness of the facts and information you provide me with. Also, I cannot address any concerns with my representation unless I have knowledge of the concerns. Accordingly, if any problems or concerns arise during the course of my representation, please call me so the concerns can be addressed at the earliest possible time.

### ***Conflicts***

You may be aware that the Reminger represents many other companies, non-profit organizations and individuals. It is possible that during the time that I am representing the Village, some of our present or future clients will have disputes or transactions with the Village. The Village agrees that this firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to my work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply to any instance where, as a result of my representation of you, we have obtained proprietary or other confidential information of a non-public nature, that if known to such other client, could be used in any such other matter by such client to your material disadvantage, and shall only apply if such conflict does not prevent us from providing competent and diligent representation to each affected client.

### ***Termination***

Although I look forward to a continuing relationship, the Village is, of course, free to terminate my representation at any time. I 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 expense 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, otherwise 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 me and retain the original for the Village's files. My representation will formally commence upon receipt of the signed copy of this letter confirming and approving this engagement. I look forward to working with you.

Very truly yours,

**REMINGER CO., L.P.A.**

/s/ Daniel L. Bey  
Daniel L. Bey

ACKNOWLEDGED AND AGREED:

Village of Russells Point

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Jeff Weidner, Fiscal Officer