

**VILLAGE OF NEW LEBABON
OF
MONTGOMERY COUNTY, OHIO**

RESOLUTION NO: 2024-04

**BY
MAYOR DAVID NICKERSON**

A RESOLUTION: AUTHORIZING THE VILLAGE COUNCIL TO ENGAGE MCNAMEE LAW GROUP, LLC TO SERVE AS SPECIAL COUNSEL FOR THE VILLAGE OF NEW LEBANON.

WHEREAS, recent events have brought to light issues regarding performance, conduct, and financial management within our Village administration. It is crucial that we respond with diligence to ensure that the interests of our community are safeguarded; and

WHEREAS, the Village Council has determined that it is in the best interests of the Village to retain special counsel and consultant services to conduct an internal investigation into the administrative, financial, and legal affairs of the Village of New Lebanon; and

WHEREAS, Michael McNamee, has presented a legal services agreement to the Village, a copy of which is attached hereto, whereby McNamee Law Group shall serve as sole legal counsel with respect to the investigation of the Village's administrative, financial, and legal affairs according to the terms and conditions set forth in the engagement letter, as attached hereto as Exhibit "A" (hereinafter "Legal Services Agreement"); and

WHEREAS, Mayor David Nickerson has proposed that the Village execute the Legal Services Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

SECTION I That the Village is hereby authorized to hire McNamee Law Group to serve as its special counsel for the Village of New Lebanon pursuant to the Legal Services Agreement that shall include an investigation into public employees and conditions set forth in the Legal Services Agreement, as attached hereto as Exhibit "A".

SECTION II Whereby: (1) McNamee Law Group shall have the authority to gather evidence, interview witnesses, review relevant documentation, and take any other necessary actions to complete a thorough investigation; (2) the Village Council shall provide the special counsel with the resources and support necessary to carry out their duties effectively; and (3) the village Council shall cooperate fully with the special counsel's investigation and shall provide access to all relevant information and personnel.

SECTION III Mayor, David Nickerson is authorized to execute the Legal Services Agreement on behalf of the Village.

SECTION IV It is hereby found and determined 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 any and 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, including, but not limited to Section 121.22 of the Ohio Revised Code.

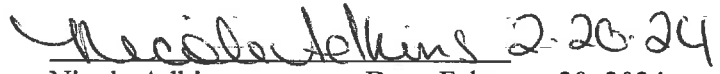
SECTION V That this Resolution shall take effect immediately upon adoption.

PASSED this 20 day of February, 2024.



David Nickerson, Mayor


Attest:



Nicole Adkins Date: February 20, 2024
Vice Mayor/Acting Clerk of Council

CERTIFICATION

I, Nicole Adkins, Acting Clerk of Council for the Municipality of New Lebanon, Ohio do hereby certify that the foregoing is a true and correct copy of the Resolution 2024-04 as passed by Council and approved by the Mayor and that the same has been published as required by Section 2.17 of the Charter of the Municipality of New Lebanon.



Nicole Adkins Date: February 20, 2024
Vice Mayor/Acting Clerk of Council



February 20, 2024

EXHIBIT

A

Village of New Lebanon
98 S. Clayton Road
New Lebanon, Ohio 45345

RE: Engagement Letter and Legal Services Agreement

Dear Mayor David Nickerson:

We appreciate the confidence you have placed in McNamee Law Group, LLC ("MLG") by selecting our firm to handle your legal and consultation needs with respect to the investigation of its administrative, financial, legal affairs and potential/imminent litigation. We will do our best to achieve your objectives and justify the confidence you have placed in us.

The purpose of this letter is to memorialize our understanding regarding the terms of your engagement with our firm. If you have any questions about these matters, please call us. We wish to clarify your expectations and avoid any misunderstanding from the outset of our representation. If the terms set forth below meet with your approval, please sign where indicated and return it to our office by mail, email, or fax.

Scope of Representation

It has been agreed that MLG will represent you regarding the above described matters. However, there is not and cannot be a guarantee of any particular result. Unless otherwise agreed, MLG, does not represent you in connection with any other matter whether civil, criminal, or administrative. Any such additional representation will be the subject of a separate engagement letter. If applicable, this legal services agreement specifically supersedes any prior agreements or engagement letters entered into between you and MLG, or any of our predecessor firms including McNamee & McNamee, PLL, or Seif & McNamee, LLC.

To increase the likelihood that your objectives will be fully realized, complete cooperation between us is essential. Our role is to counsel you and to advise you of the legal consequences of possible courses of action. Your role is to consider our advice and decide upon the course of action to follow. Obviously, we both can perform our roles better if we clearly communicate with each other. We will use our best efforts to do so and by executing this letter you agree to do the same.

Management and Fees

We look forward to providing you with excellent service and counsel on a timely and cost-effective basis. We strive to keep our legal fees reasonable by matching the appropriate level professional to the task being performed. Our hourly

Primary Locations

2625 Commons Blvd.
Beavercreek, OH 45431
Phone: (937) 427-1367
Fax: (937) 427-1369

110 E. Emmitt Avenue
Waverly, OH 45690
Phone: (740) 947-7277
Fax: (740) 947-1815

Meeting Locations Only

23 S. Paint Street
Chillicothe, OH 45601

510 W. Main Street
Fairborn, OH 45324

Practice Areas

Business
Corporate
Transactional
Real Estate
Zoning
Construction Law
Municipal Law
Family Law
Complex Litigation
Corporate & Personal Tax
Trust & Estate Planning

***A Law Firm Designed
For Business***

Attorneys at Law

billing rates are cost competitive with other major firms in the Dayton and Ohio markets. By way of summary, the hourly rate for Michael McNamee and Nate Rose is \$250.00. These rates are subject to change at MLG's discretion. Please be assured that we will notify you of any changes in the firm's hourly rates.

You will receive statements on a monthly basis which will itemize the time spent by each professional for the month as well as any disbursements made on your behalf. Payment is due upon receipt of our statement for services.

We believe that it is in your best interests that myself and Nate Rose work primarily on this matter. I may also obtain the assistance of other attorneys or paralegals in our firm if and when my professional judgment indicates that it is necessary or desirable to do so. Accordingly, I will be your primary contact with the firm, but you should feel free to contact any of our attorneys or paralegals if it is convenient or helpful. In short, our objective is to make it as easy as possible for you to contact us, to find out the current status of this matter and to answer any questions that you or your client may have. In addition to helping you achieve the best legal result possible, we want you to feel comfortable and confident in your relationship with our firm.

Pursuant to our earlier discussions, I will bill you at my hourly rate for this matter. At this time, I will not require you to pay a retainer.

File Retention

MLG will retain all files relating to your case for a period of four (4) years following the conclusion or termination of your representation. If you would like a copy of your file within this time frame, then you agree to provide reasonable notice and costs for such a request.

Termination of Services

Under our agreement, you have the right to terminate our services for any reason upon written notice at any time. We retain the right to terminate services (1) upon your failure to cooperate in any reasonable request; (2) upon your failure to pay fees and expenses as they come due; or (3) upon determination that continued representation violates the Ohio Rules of Professional Conduct. The termination of services, whether by you or by MLG, will not relieve you of the obligation to pay any outstanding amounts due for our services and expenses through the date of termination.

Thank you again for your selection of McNamee Law Group, LLC, to serve your legal needs. We look forward to working with you.

Very truly yours,

McNAMEE LAW GROUP, LLC

Michael P. McNamee

Accepted and Approved By:

By: _____
David Nickerson
Mayor, New Lebanon, Ohio

Date: _____