Bethel TOWNSHIP
MIAMI COUNTY · OHIO

RESOLUTION #26-11-110

A RESOLUTION EMPLOYING THE TOWNSHIP'S ATTORNEYS ON AN ANNUAL BASIS FOR THE YEAR 2026

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in regular session on the 2nd day of November, 2026 with the following Trustees being present: Kama Dick, Julie Reese, and Josh Wilkerson.

Trustee Kama Dick **moved for the adoption** of the following resolution:

WHEREAS, the Bethel Township Board of Township Trustees ("Board") is authorized by Section 309.09(B) of the Revised Code to employ attorneys on an annual basis other than the prosecuting attorney to represent the Township and its officers, boards, and commissions in their official capacities and to advise them on legal matters; **AND**

WHEREAS, Section 309.09(B) of the Revised Code provides that no such attorney may be employed except on the order of the Board, duly entered upon its Journal, in which the compensation to be paid for the attorney's legal services shall be fixed; **AND**

WHEREAS, the Board finds it necessary to appoint attorneys to counsel and represent the Township on an annual basis for calendar year 2026 in such matters as the Board or its designee may refer to them. **AND**

WHEREAS, the Board has appropriated the sum of $25,000.00 for legal services for 2026. **THEREFORE**

BE IT RESOLVED, by the Board of Trustees of Bethel Township, Miami County, that:

SECTION 1. The law firm of Pickrel, Schaeffer, and Ebeling Co., L.P.A. ("Firm"), is hereby employed on an annual basis for calendar year 2026 as the Township's legal counsel to represent the Township and its officers, boards, and commissions in their official capacities. And to advise them in connection with such matters as may be referred to Counsel by or on behalf of the Board or its designee. The Township Administrator or a designee appointed by the Board of Trustees of Bethel Township, Miami County shall serve as the direct contact point between legal counsel and the Board.

SECTION 2. The compensation for such counsel during 2026 shall be paid as follows, billed in tenths of an hour: $326..25 per hour for partner time; $310.00 per hour for Mr. Stokely's or equivalent skills/knowledge time; not to exceed $187.50 per paralegal time; plus out-of-pocket expense reimbursements; provided that the total compensation shall not exceed twenty thousand dollars and zero cents ($20,000.00) without further action by this Board.

SECTION 3. The Firm may be discharged at any time by majority vote of the Board and by notifying the Firm in writing.

SECTION 4. The Township Administrator or designee is authorized and directed to sign the Agreement for Legal Services provided by the Firm on behalf of the Bethel Township Trustees.

SECTION 5. The Township Fiscal Officer is directed to send a copy of this signed Resolution and the signed Agreement for Legal Services to the Firm.

SECTION 6. It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board 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, without limitation, Section 121.22 of the Revised Code.

SECTION 7. This Resolution shall take effect and be in force from and after the date of its adoption.

Trustee Josh Wilkerson **seconded** the motion and the Board voted as follows upon roll call:

Vote:	Trustee Kama Dick	Yes	Kama Dick
	Trustee Julie Reese	Yes	Julie Reese
	Trustee Josh Wilkerson	Yes	Josh Wilkerson

Attest: Rhonda Ross

Rhonda Ross, Fiscal Officer
Bethel Township, Miami County, Ohio

PICKREL, SCHAEFFER AND EBELING

A LEGAL PROFESSIONAL ASSOCIATION

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KATRINA L. WAHL

OF COUNSEL
JAMES I. WEPRIN

[1] Also licensed in TN
[2] Also licensed in NY
[3] Also licensed in NY and CT

mstokely@pselaw.com

October 28, 2026

Via Email Only: julie.reese@betheltownship.org
Bethel Township, Miami County, Ohio
Attn: Julie Reese, Trustee and Cathryn Fortunato, Administrator
8735 South Second Street
Tipp City, Ohio 45371

Re: Representation Agreement

Dear Cathryn:

This letter confirms that the law firm of Pickrel, Schaeffer & Ebeling Co., L.P.A. has agreed to represent Bethel Township, Miami County, in connection with labor and employment law matters. Our representation may include providing legal advice and counsel regarding employment policies and practices, employee relations, workplace disputes, compliance with applicable federal and state labor and employment laws, personnel matters, and other related issues as they arise. The scope of our representation shall be limited to these matters and any additional matters as may be mutually agreed upon in writing.

We will not take any particular action without receiving your approval first. If such actions do not result in a favorable resolution and litigation is required, it will be necessary to have a separate, new representation agreement. It is anticipated that most of the work in the above matter will be performed primarily by me. We reserve the right to assign other attorneys to perform legal services if, in our judgment, that becomes necessary or desirable.

Consistent with our ethical obligations and what we have found to be sound practice; this letter will define our mutual responsibilities during the course of the representation.

SCOPE OF REPRESENTATION

The Firm will provide legal advice and representation to Bethel Township, Miami County, regarding labor and employment law matters, including advising on employee-related issues, reviewing and drafting employment policies and procedures, providing guidance on compliance with applicable federal and Ohio employment laws, assisting with workplace disputes and disciplinary matters, and advising on other labor and employment matters as requested by the Township. The scope of representation is limited to labor and employment matters and does not include litigation, administrative proceedings, or other legal matters unless separately agreed to in writing by the Firm.

It has been agreed that we will use our best professional efforts to obtain a resolution satisfactory to you. However, there is not and cannot be any guarantee of a particular outcome or result.

Pickrel, Schaeffer & Ebeling Co., L.P.A. does not represent you in connection with any other matter, whether civil, criminal, administrative, or otherwise, unless expressly agreed to in writing.

CASE MANAGEMENT AND FEES

It is anticipated that most of the work in the above matter may be performed by me. We reserve the right to assign other attorneys to perform legal services if, in our judgment, that becomes necessary or desirable.

Our fees will be based primarily on the time spent by us on your behalf. The firm establishes standard hourly rates from time to time for the attorneys and paralegals to perform the legal work for the firm. The hourly rate is determined by the firm based upon the professional's ability, experience and reputation, and is subject to our normal adjustments. Our rates are $180 to $250 per hour for paralegals and from $275 to $435 per hour for attorneys whom may provide your legal services. My current hourly rate is $415 per hour.

The Firm has agreed to provide you with a twenty-five percent (25%) discount off its standard hourly rates for legal services provided in connection with this matter. Accordingly, my discounted hourly rate will be **$310.00** per hour.

You have agreed to pay an initial retainer in the amount of $0. This is not an estimate of what we think it will cost to represent you in this matter, but is only a down payment on our services. When we render monthly bills to you, we expect you to pay those monthly bills upon receipt of invoice. In the event an invoice is not paid within thirty (30) days of date of invoice, we will apply the retainer to that invoice and suspend our activities until the retainer is replenished to the original amount. If the retainer is not replenished to its original amount within an additional two (2) weeks, and any outstanding balance is not paid in full, we will seek to withdraw representation from the matter unless you call me and explain any extenuating circumstances. If the monthly invoices are paid up in full, at the end of the representation, the retainer will be applied to the final invoice and the balance, if any, will be refunded. We have informed you that, by law, all interest earned on this retainer will be paid automatically to the IOLTA program of Ohio.

We will advance normal costs and expenses incurred on your behalf, and seek reimbursement as part of our monthly fee statements. Normal costs and expenses include copies, postage, impressions, computerized research, express delivery and similar charges such as certified, registered or overnight mail charges. Individual costs and expense items in excess of $250, and extraordinary expenses, such as out-of-state travel and lodging or the retaining of outside consultants, may be charged directly or be paid by some other agreed arrangement.

TERMS AND CONDITIONS OF PAYMENT

At the beginning of each month, an invoice will be sent detailing the services which were performed on your behalf in the month just ended. The invoice will show the date, hours spent, itemized description of the service rendered and any expenses incurred during the billing period and the total fees and expenses charged during the billing period. All unpaid fees and costs over thirty (30) days of the date of the invoice will be charged interest at the rate of 1% per month until paid in full.

Any payments, including retainer, may be made by check or credit card through our website:

https://secure.lawpay.com/pages/pselaw/trust

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 Rules of Professional Conduct. The termination of services, whether by you or by Pickrel, Schaeffer & Ebeling, will not relieve you of the obligation to pay any outstanding amounts due for our services and expenses through the date of termination.

ACCEPTANCE

If these terms are acceptable to you, please sign this letter in the space indicated below and return a signed copy via email to me and provide payment of the retainer. If you have any questions about the terms of this letter, please feel free to call me.

MISCELLANEOUS

Under our Firm's current documentation retention policy, we retain individual client matter files for a minimum of seven years after the conclusion of the representation unless other arrangements are made with the client. At the end of this representation, I will discuss the options concerning retention of the files.

If there are any special instructions that you have relating to your invoice or any other matter relating to this representation, please let me know and I will try to accommodate you. If I am unavailable, my assistant, Tamina Saidova, will usually know status information. At this time, I want to thank you for selecting our law firm to represent you in this matter and we look forward to working with you.

Sincerely yours,

PICKREL SCHAEFFER & EBELING CO., LPA

/s/ Matthew Stokely
Matthew D. Stokely

MDS:tvs

AGREED AND ACCEPTED:

Bethel Township, Miami County

Cathryn Fortunato
Cathryn Fortunato, Administrator

11-2-26
Date

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