

**ORDINANCE NO. 2023-23**

**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, 2024, AND ENDING DECEMBER 31, 2024, CONFIRMING THE APPOINTMENT OF STEPHEN L. BYRON AS LAW DIRECTOR, AND DECLARING AN EMERGENCY.**

WHEREAS, the Mayor and Council of Orange Village wish to retain the services of Stephen L. Byron and Singerman Mills Desberg & Kauntz, effective January 1, 2024.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, STATE OF OHIO:**

**SECTION 1.** (a) That the Mayor is hereby authorized and directed to enter into an agreement to engage Stephen L. Byron and the law firm of Singerman, Mills, Desberg & Kauntz Co., L.P.A. ("Singerman Mills"), in substantially the form as attached hereto as "Exhibit A," to represent the Village in connection with various routine matters, for a retainer of Four Thousand One Hundred Eight-Five Dollars (\$4,185) per month, from January 1, 2024, through December 31, 2024. 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, Council, or Village Department Heads;
- (iv) Researching and drafting legal memoranda as requested by the Mayor or Council;
- (v) Providing legal advice to Village officials as necessary;
- (vi) Responding to Village inquiries;
- (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, Council, or other Department Heads. This shall not encompass significant revision(s) of such documents.

(b) For work outside the scope of routine matters as outlined above the hourly rate of compensation and reimbursement for out-of-pocket expenses shall be reimbursed as approved by the Village.

(c) Singerman Mills shall also be reimbursed for out-of-pocket expenses incurred in connection with services performed, including but not by way of limitation, computer-assisted research, copying charges, messenger services, and long-distance travel.

(d) Singerman Mills shall, on a monthly basis, provide the Mayor and the 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, Stephen L. Byron shall be employed as the Law Director for the Village at a salary of Three Thousand Three Hundred Seventy-Six Dollars (\$3,376) per month, which shall be subject to withholding for the OPERS Money Purchase Plan and regular tax withholding and reported as W-2 (or equivalent) wages, payable to Byron or his designee. Ten hours per month of Routine Services, as described above, shall be provided by the Law Director.

SECTION 3. That the actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were held in compliance with all legal requirements including Chapter 105 of the Codified Ordinances of Orange Village.

SECTION 4. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and, further, provides for the usual daily operation of a municipal department and allows for the continuation of work by the Orange Village Law Department, under contract, without interruption; wherefore, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: DECEMBER 13, 2023

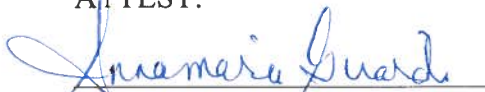
  
Council President

Submitted to the Mayor for

approval on this 13<sup>th</sup> day of DECEMBER, 2023

Approved by the Mayor this  
13<sup>th</sup> day of December, 2023

ATTEST:

  
Clerk of Council

  
Mayor

**AGREEMENT BETWEEN AND AMONG ORANGE VILLAGE,  
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 Orange, an Ohio Municipal Corporation, ("Orange Village"), Stephen L. Byron, and Singerman, Mills, Desberg & Kauntz, Co. L.P.A., a legal professional association ("Singerman Mills"), effective January 1, 2024.

**WITNESSETH:**

**WHEREAS**, Orange Village wishes to engage Stephen L. Byron, as Law Director, and the firm of Singerman Mills to perform legal services on behalf of Orange Village.

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

1. **Routine Services.**

Except as otherwise provided herein, Stephen L. Byron and Singerman Mills agree to provide the following Routine Services:

- a. Attending all regular and special Council meetings, 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, Council, or Village Department Heads.
- d. Researching and drafting legal memoranda as requested by the Mayor or Council.
- e. Providing legal advice to Village officials as necessary.
- f. Responding to Village inquiries.
- g. Attending meetings and discussions with Village, County, State and Federal officials and other governmental officials.
- h. Reviewing and approving contracts, ordinances, resolutions and any other written documents, as requested by the Mayor, Council, or Department Heads. This shall not encompass significant revision(s) of such documents.

2. **Compensation for Routine Services.** Orange Village shall pay to Singerman Mills a retainer of Four Thousand One Hundred Eight-Five Dollars (\$4,185) per month, beginning January 1, 2024, and ending December 31, 2024 and shall issue an annual 1099 or equivalent tax document. Stephen L. Byron shall be employed as the Law Director for the Village at a salary of Three Thousand Three Hundred Seventy-Six

Dollars (\$3,376) per month, which shall be subject to withholding for the OPERS Money Purchase Plan and regular tax withholding and reported as W-2 (or equivalent) wages, payable to Byron or his designee. Byron shall work an average of ten hours per month for the salary identified herein.

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. "Litigation" includes all work performed in response to Ohio Revised Code Chapter 2506 appeals. The fee arrangement set forth below in "Additional Projects" shall also apply to "Litigation."
4. **Billing.** Singerman Mills shall bill Orange Village monthly for all Routine Services, 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, 2024, through December 31, 2024. However, either Party may terminate this Agreement upon providing thirty (30) days' notice of its intent to terminate to the other Party.
6. **Miscellaneous Provisions.**
  - a. **Additional Projects.** Subject to agreement by 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 \$290 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, including, but not by way of limitation, long-distance telephone and cellular telephone charges, computer-assisted research, copying charges, telegrams, messenger services, and long-distance travel.
  - c. **Applicable Laws.** Singerman Mills shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government 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 Orange Village:  
Office of the Mayor  
4600 Lander Road  
Orange, Ohio 44022

If to Byron or Singerman Mills:  
Stephen L. Byron  
Singerman Mills Dcsberg & Kauntz, Co. L.P.A.  
3333 Richmond Road, Suite 370  
Cleveland, Ohio 44122

- c. **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 Orange Village. 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 Orange Village'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 any and 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

**ORANGE VILLAGE**

  
\_\_\_\_\_  
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.

12-18-2023  
Date

Dana Kavander  
Treasurer