

1st reading 2-11-26
2nd reading SUSPENDED
3rd reading _____
Voted On 2-11-26
Ayes 7 Nays: 0
PASSED X DEFEATED _____

02/06/2026

ORDINANCE NO. 2026-6

**AN ORDINANCE
ENGAGING CALFEE, HALTER & GRISOLD LLP, TO PROVIDE
SPECIAL COUNSEL TO ORANGE VILLAGE IN UTILITY RELATED
MATTERS, AND DECLARING AN EMERGENCY.**

WHEREAS, this Council has the authority to engage special counsel to provide legal services on behalf of Orange Village; and

WHEREAS, this Council determines it is necessary to engage special counsel to represent Orange Village in negotiations, administrative proceedings and/or court actions for utility related matters; and

WHEREAS, the Law Director has recommended the engagement of Calfee, Halter & Griswold LLP to perform the aforesaid services required of special counsel.

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


SECTION 1. That Calfee, Halter & Griswold LLP (“Special Counsel”) is engaged as special counsel to Orange Village, to represent the Village in negotiations, administrative proceedings and court actions for utility related matters. The Mayor is authorized to sign the engagement letter agreement that is appended to this Ordinance as “Exhibit A” (the “Agreement”).

SECTION 2. That the Village will pay Special Counsel in accordance with the terms and conditions shown in the Agreement in an amount not to exceed Forty Thousand Dollars (\$40,000). At the conclusion of the tax year provided for herein, the Village shall issue Special Counsel the tax form known as a “1099,” or equivalent tax reporting form as provided by law.

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 immediate engagement of special counsel to represent the Village in negotiations, administrative proceedings and legal actions for utility related matters; wherefore, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

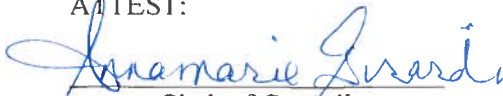
PASSED: February 11, 2026


Council President

Submitted to the Mayor for approval on this 11th day of February, 2026

Approved by the Mayor this 11th day of February, 2026

ATTEST:


Clerk of Council


Mayor



jlang@calfee.com
216.622.8563 Direct

Calfee, Halter & Griswold LLP
Attorneys at Law

The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114-1607
216 622 8200 Phone

February 6, 2026

Orange Village, Ohio
c/o Mayor Judson Kline
4600 Lander Road
Orange Village, Ohio 44022

Re: Engagement Letter

Dear Mayor Kline:

We appreciate the opportunity to serve as counsel to Orange Village, Ohio ("Client" or "Village") in connection with providing special legal services for reviewing and, if necessary, negotiating sanitary sewer rates for sanitary sewer services provided in the Village by Woodbran Realty Corporation (the "Matter"). The purpose of this letter is to confirm the terms and conditions under which Calfee will undertake to represent Client in connection with the Matter. By executing this letter, you acknowledge and agree to Calfee's representation of Client pursuant to the terms and conditions set forth herein.

Unless otherwise agreed at the time and subject to the Certificate of Availability of Funds in the form of Attachment A hereto, any fees for legal services will be based primarily on the billing rates charged by each lawyer rendering services. Each lawyer and paralegal has an hourly billing rate based generally on experience, special knowledge, and years of practice. The rate multiplied by the time expended for Client, measured in tenths of an hour, will be the basis for determining Calfee's fee. Calfee's billing rates currently range from approximately \$210 to \$470 per hour for paralegal personnel, \$375 to \$1,000 per hour for associates and senior counsel, and \$495 to \$1,000 per hour for partners. For 2026, my hourly rate is \$895, and Lauren Stenger's hourly rate is \$490. These billing rates are subject to adjustment from time to time by the firm.

It is understood that Calfee will represent Client in the specific matter assigned in writing to Calfee by Client, and Calfee does not and will not, without further written agreement, represent Client in connection with any other matter.

Enclosed is a statement entitled "General Provisions" setting forth additional terms and conditions, all of which are incorporated herein by reference and shall apply to our representation of Client to the extent not expressly modified by this letter.

If the foregoing correctly reflects your understanding of the terms and conditions of our representation, please indicate your acceptance by executing the enclosed copy of this letter in the space provided and return it to me.



We are pleased to have this opportunity to represent you and look forward to providing valuable service.

Please feel free to call me if you have any questions or comments.

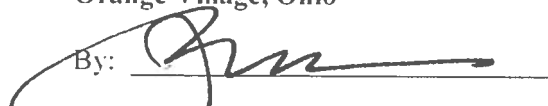
Sincerely,



James F. Lang, Partner

Agreed and accepted:

Orange Village, Ohio

By: 
Title: Mayor
Date: 2/14/26

GENERAL PROVISIONS

Except as modified by the accompanying engagement letter, the following provisions apply to the client relationship with Calfee, Halter & Griswold LLP:

1. Fees for services rendered will be based primarily on our hourly billing rates, which rates differ depending generally on the attorney's experience and years of practice, and which are adjusted by the firm from time to time. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client, state and local government officials, consultants, court personnel and others; conferences among our legal personnel; factual investigation; legal research; drafting of letters, certificates, resolutions, notices, contracts and other documents; and travel time. In an effort to reduce legal fees, we use paralegal personnel. Time devoted by paralegals to client matters is charged at hourly billing rates, which also are subject to adjustment from time to time by the firm.

2. In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses incurred in performing services such as photocopying, messenger and delivery service, travel outside of the Greater Columbus, Ohio area (including mileage, parking, lodging, meals and ground transportation), court costs and filing fees. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by us and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time, for a client's convenience, furnish estimates of fees or costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. Thus, such estimates shall not be binding.


4. The client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the client prior to the date of such termination.

5. We reserve the right to withdraw from our representation if, among other things, the client fails to honor the terms of the engagement letter, the client fails to cooperate or follow our advice on a material matter, or any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and costs and expenses paid or incurred on behalf of the client to the date of withdrawal.

CERTIFICATE OF AVAILABILITY OF FUNDS
Calfee, Halter & Grisold, LLP

I certify that Forty Thousand Dollars (\$40,000), the money required for this agreement, has 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.

Date: 2/12/2026



Dana J. Kavander, CPA
Orange Village Treasurer