

**CITY OF PARK HILLS, KENTUCKY
RESOLUTION 4, 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARK HILLS, IN
KENTON COUNTY, KENTUCKY TO APPOINT KYLE M. WINSLOW AS CITY
ATTORNEY**

WHEREAS, Mayor Kathy Zembrodt desires to appoint Kyle M. Winslow, an attorney licensed to practice law in the Commonwealth of Kentucky, to serve as city attorney;

WHEREAS, Section 30.035 of the Park Hills Code of Ordinances provides that “[a]ll non-elected officers and professional contractors shall be appointed by the Mayor with the approval of Council”;

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. The City Council of the City of Park Hills, Kentucky hereby approves the Mayor’s appointment of Kyle M. Winslow to serve as city attorney;

2. The City Council of the City of Park Hills, Kentucky further authorizes the Mayor to execute the fee agreement proposed by Kyle M. Winslow of Hemmer DeFrank Wessels PLLC, which is attached to this resolution and incorporated herein as Exhibit A.

Approved by the City Council this ____ day of March 2019.

Kathy Zembrodt, Mayor

Julie Alig, City Clerk

Hemmer DeFrank Wessels PLLC

Billing Policy Summary

1. **Fees.** Except as otherwise agreed to with our client (see discussion of the monthly Retainer below), we will bill for our services on an hourly basis. We account for our time in tenth-of-an-hour time increments and calculate fees by applying hourly rates assigned to attorneys and other staff to the time spent on a matter. For any activity undertaken on a file there will be a minimum charge of two-tenths of an hour, and thereafter, each task will be billed to the nearest one-tenth of an hour increment to most accurately reflect the actual time spent performing a specific task. On occasion, we may utilize paralegal, legal assistants or law clerk services working under attorney supervision. In such cases the client is billed at an appropriate hourly rate commensurate with that of our professional staff with equal experience and expertise. All billing rates are reviewed annually, but may be adjusted periodically upon written notice to you. These initial billing rates will apply:

Attorney	\$180/per hour
Paralegal/ Legal Secretary	\$90/per hour

Note, however, should the City request that counsel represent it in litigation matters, the hourly rate for any partner assisting the City with litigation will be \$220 per hour.

2. **Retainer.** The City will pay a monthly retainer of \$500.00. The retainer is due the first of each month. The retainer will cover preparation for and attendance of the one monthly council meeting. If there is also a caucus meeting, the retainer will be an additional \$500.00, for a total retainer of \$1,000. The retainer will also cover non-substantive email communications that are unrelated to the provision of legal services, *i.e.*, scheduling emails, etc.

3. **Other Charges.** Depending on the matter, we may have to use various in-office support system and outside services. Therefore, you may incur and be billed for costs in addition to professional fees. Usually we bill such charges to a client's account at the time that they are incurred. Examples include large copy projects, overnight delivery, messenger services, long distance telephone calls, computer research charges, travel expenses, filing fees, recording fees, court reporting, and expert witnesses. In some cases, we may request that a client pay the invoice of an outside vendor directly.

In addition, we may in certain instances need to employ the services of an accountant, engineer, surveyor and/or other experts. In such instances, we will seek your prior approval for such employment and you will be responsible for paying the third party directly or for reimbursing us for such costs as the case may be.

4. **Fee Estimates.** From time to time, we may be asked to provide estimates of anticipated fees. Although we will make every effort to do so in a manner appropriate to the circumstances, these estimates may be subject to uncertainties beyond our control. Under no circumstances are such estimates to be viewed as a maximum or minimum fee quotation, unless we expressly say so.

5. **Billing Procedures.** Ordinarily, we will bill clients on a monthly basis. Each invoice will separately state the amount of fees and costs. Unless otherwise specified, each invoice represents fees and disbursements charged to the client through the end of the preceding month. The full amount of each invoice is due upon receipt by the client. Although we seek to include all fees and charges for a billing period, certain time and cost items from a billing period may not appear in the invoice for that period. Instead, they may be included in a later invoice. Matters such as probate bankruptcy, trust services and certain financial transactions may involve billing at specified times other than monthly, as mutually agreed upon by the client and the firm, or as required by the court.

6. **Payment Terms.** Payment is due upon presentation of the invoice. Invoices that remain unpaid after thirty days from the invoice date may be subject to a late payment charge of ten percent per year. Payments that are made "on account" and not identified with a specific invoice will be credited to outstanding invoices chronologically, first to costs and then to fees.

7. **No Warranty of Result.** Although we believe that we can assist you in reaching your legal goals, we cannot predict or represent that a particular result can be obtained within a specified time. We can make no promises or guarantees regarding the outcome of the matter or matters that are the subject of our services.

8. **Return and Disposition of Files.** After our services conclude and provided that all of our fees and costs have been paid in full, we will, upon your request, deliver to you the files that we created in providing representation to your company, along with any funds or property in our possession. If you do not request the files, we will retain them for a period of at least five years after the matter is closed. At the end of the five-year period, we will have no further obligation to retain the files, and may, at our discretion, destroy them without further notice to you.

I have read and understand this engagement letter/fee agreement and the attachment. I hereby confirm the engagement of Hemmer DeFrank Wessels PLLC to represent the City of Park Hills in accordance with its terms.

City of Park Hills, Kentucky

By: _____
Kathy Zembrodt
Mayor, City of Park Hills Kentucky

Hemmer DeFrank Wessels PLLC

By: _____
Kyle M. Winslow
Attorney, Hemmer DeFrank Wessels PLLC

Kyle M. Winslow
kwinslow@hemmerlaw.com

March 7, 2019

Via Regular U.S. Mail

Kathy Zembrodt, Mayor
City of Park Hills
1106 Amsterdam Road
Park Hills, KY 41011

Re: Engagement Letter/Fee Agreement

Dear Mayor:

We are pleased that you have chosen Hemmer DeFrank Wessels PLLC as your legal counsel. The purpose of this letter is to confirm the terms of our engagement.

We understand that the scope and nature of our engagement is limited to representing you in connection with general and litigation matters. When appropriate, we use attorneys, paralegals, legal assistants and law clerks to handle work commensurate with their experience and expertise. Attorneys with special expertise in a given area may become involved in your representation from time to time.

We have performed a check of potential conflicts of interest that might have prevented us from providing representation in this matter. Based on information provided by you, as well as the information available in our files, we are not aware of any conflicts of interest at this time. Please note, however, that the firm's current work may create a conflict of interest with its existing client, the City of Ft. Wright. Should such a conflict arise, Park Hills agrees to permit the firm to address the conflict at that time and permit Mr. Winslow to obtain outside counsel to resolve the conflict. Immediate back-up representation can be provided. If you later learn of any additional parties with an interest in this matter, please notify me immediately so that we can be certain that they do not create a problem with our representation of Park Hills. We will conduct a similar search with respect to each new matter you may refer to the firm.

We have learned from experience that the attorney/client relationship works best when clients receive a full explanation at the outset about fees and payment terms. The attached "Billing Policy Summary" sets forth the principles underlying our fees and other charges. Please review it and let me know if you have any questions about our billing policies. Assuming you agree to the terms, please execute and return to me a copy of the Billing Policy Summary. Retain a copy for your records. In addition, you should direct any future questions about our billing practices or any particular invoices to me.

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As in any professional relationship where mutual trust and confidence are essential, it is appropriate for you or the firm to be able to terminate our engagement at any time by reasonable written notice. If our engagement is terminated, any remaining fees and expenses up to the date of termination are due and payable at that time.

I am delighted that you have chosen Hemmer DeFrank Wessels PLLC to represent you and I look forward to working with you on this matter and in the future.

Please contact me with any questions you may have. I look forward to continuing our professional relationship.

Sincerely,

Kyle M. Winslow

Enclosures