

**RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO EMPLOY THE SERVICES OF ISAAC WILES BURKHOLDER & TEETOR, LLC IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER, THE LODGE AT GENEVA ON THE LAKE PROPERTY MATTERS**

WHEREAS, Ohio Revised Code Section 309.09(C) allows the Board of County Commissioners to employ an attorney other than the prosecuting attorney of the county, without the authorization of the court of common pleas, for a particular matter or on an annual basis, to represent the board in its official capacity and to advise it on legal matters; and

WHEREAS, the Ashtabula County Board of Commissioners is employing outside counsel regarding a particular matter, i.e. The Lodge at Geneva on the Lake property matters; and

WHEREAS, this Ashtabula County Board of Commissioners authorizes Isaac Wiles Burkholder & Teetor, LLC as outside counsel in order to advise the Board in matters relating to the Lodge at Geneva on the Lake property matters, at a cost not to exceed \$10,000.00; now

THEREFORE, BE IT RESOLVED, By the order of the Board of Commissioners of Ashtabula County, the services of Isaac Wiles Burkholder & Teetor, LLC shall be retained for the matter of The Lodge at Geneva on the Lake property matters in an amount not to exceed \$10,000.00. The cost of same shall be borne by the Ashtabula County Board of Commissioners.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2021-457

December 16, 2021

**RESOLUTION OF THE ASHTABULA COUNTY BOARD OF COMMISSIONERS TO EMPLOY THE SERVICES OF ISAAC WILES BURKHOLDER & TEETOR, LLC IN ORDER TO ADVISE THE ASHTABULA COUNTY BOARD OF COMMISSIONERS IN A LEGAL MATTER, THE LODGE AT GENEVA ON THE LAKE PROPERTY MATTERS**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Absent  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio



Mark R. Weaver  
Partner In the  
Columbus Office  
614-220-5142  
Admitted PA, OH, DC  
mweaver@isaacwiles.com

December 15, 2021

Kathryn L. Whittington  
Chair Ashtabula County Commissioners  
25 West Jefferson Street  
Jefferson, Ohio 44047

**Re: Engagement Letter – ODNR matter per R.C. 305.14**

Dear Commissioner:

Thank you for speaking with me by phone today. We appreciate the opportunity to provide legal services to you in connection with assisting the County with the matters surrounding the pending transfer of ownership interests in the Lodge at Geneva on the Lake. We are writing to confirm the terms of our retention as counsel because our experience has shown that the attorney/client relationship works best when there is an early mutual understanding about matters such as the firm's billing policies, charges and payment terms. The information below describes policies which will apply to the work we will be doing for you.

**LEGAL FEES**

Isaac Wiles Burkholder & Teetor, LLC (“Isaac Wiles”) primarily uses hourly rates on which to base its fees, although the firm does take other factors into account such as the difficulty of the matter, the amount involved, the results obtained and time limitation which this matter imposes. Billing rates range from \$80.00 to \$595.00 per hour, in tenths of an hour increments, depending upon who does the work.

Tim Miller and Mark Landes from our firm will be the primary attorneys on this matter. They will bill at \$425 per hour. Associates will bill at \$300 per hour. We attempt to accomplish our work on an efficient basis, using people with lower billing rates when practical, under the supervision of the lawyer in charge of the project.

From time to time, we review our hourly rate schedule to see if it remains appropriate for each of the people providing services. This does not mean that rates will increase each year; but if our work for you continues, changes in individual hourly rates may occur and may affect our billings.

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Worthington, Ohio 43085 | 614-471-0085

WWW.ISAACWILES.COM

4842-0231-0875.1

*Personal & Confidential Attorney-Client Privileged Information*

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**COST AND DISBURSEMENTS**

To the extent practical, we allocate the costs of support systems in accordance with the extent of usage by individual clients. Therefore, certain costs such as courier services, extraordinary copy charges, travel expenses (not including travel within Franklin County or the contiguous counties), computer research services, and other third-party fees, if charged to us, incurred on your behalf will be billed to you as expenses. In addition, out-of-pocket payments for such items, while payable to others, may be sent directly to you for payment, or if advanced by the firm, billed directly to you either separately or with our statement for legal services.

Additionally, we will not charge you for a variety of services and functions which are part of our general overhead expenses. For example, we will not charge for local telephone expenses, word processing, secretarial time, conference rooms, equipment rental, standard computer equipment, utilities, office supplies or mileage or time for travel within Franklin County, Ohio.

**BILLING**

Invoices for our fees and reimbursement of expenses and disbursements advanced by the firm on your behalf are usually issued monthly. Invoices are due and payable upon receipt, unless other arrangements have been made with the firm in advance. Depending upon the circumstances, fees and costs may instead be billed at the beginning of representation.

**RETAINER FOR SERVICES**

Because the legal services in matters pertaining to certain legal practices require a substantial amount of time at the beginning of a case, we normally request that you pay us a retainer. In this matter, we have waived our retainer requirement. We may request that you deposit additional amounts to secure payment of our future services. If we request a future retainer and said retainer is not paid within the time requested, our firm may withdraw as counsel from your matter.

**“PAPERLESS OFFICE”**

As technology progresses, we endeavor to stay abreast of changes in the way we manage files, including but not limited to, attempts to relieve the amount of paper and “hard-copies” used and/or saved as this matter progresses. Ultimately, at the end of this matter, there will be no paper saved or stored, only a computer file of all materials. If you would prefer that we handle this file differently, please advise.

In this age of electronic communication, it is often the case that we will communicate via email or other electronic communication. You authorize such electronic communication between our firm and you. Please note that there is a risk of sending or receiving electronic communications using a computer or other device, or email account, to which a third party may gain access. We advise you not to communicate with us via a computer or other device, or an email account, to which a third party has or may gain access. This advice is given to ensure the protections of the attorney-client privilege.

***Personal & Confidential Attorney-Client Privileged Information***

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Should you not want to authorize communication between our firm and you, or should you decide, after first authorizing such communication, that you do not want to continue to authorize electronic communication, please notify us in writing and we will abide by your wishes.

**CONCLUSION**

As lawyers, we are governed by the Rule of Professional Conduct (the "Rule"). As to all matters arising under the Rule, except the matter of fees, you agree that our determination in respect of the firm's ethical responsibilities is to be controlling. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this retention letter including nonpayment of our invoices, you fail to cooperate or follow our advice in a material matter, or if any fact or circumstance arises or is discovered that would, in our view, render our continuing representation unlawful or unethical.

A lawyer who represents a client in an adjudicative proceeding and who knows that a person, including the client, intends to engage, is engaging, or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable measures to remedy the situation, including, if necessary, disclosure to the tribunal.

If the foregoing terms of retention are acceptable to you, please sign this letter and return it to me, with the requested retainer, in the envelope provided. Notwithstanding our agreement, should at any time you have any questions about our billing policies and procedures or about a specific statement, please contact me so that I may respond to your question promptly.

We look forward to working with you.

Very truly yours,

ISAAC WILES & BURKHOLDER, LLC

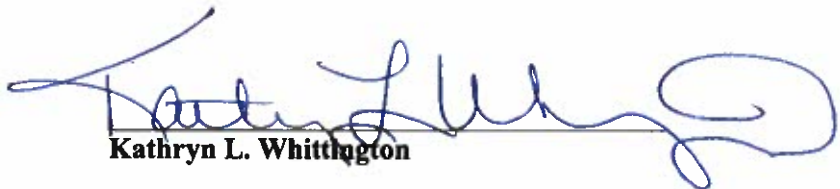


By:  
Mark R. Weaver

**APPROVED:**

I have read the foregoing letter and I understand and agree to the terms set forth in it.

12/16/21  
Date



Kathryn L. Whittington