CITY COUNCIL SPECIAL MEETING

~ AGENDA ~

SPECIAL MEETING

www.ransonwv.gov

September 30, 2026	6:00 P.M.	Council Chamber

MEETING REGISTRATION:
https://ransonwv.gov/yourgovernment/agendas-and-minutes/

I. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

II. CALL TO ORDER

III. COUNCIL BUSINESS

1. Consideration and act upon proposal to enter into an agreement for legal services with Bowles Rice
   2026-09-25 Bowles Rice Engagement Letter for General Legal Services - City of Ranson.pdf
2. Discussion of the Interim City Management with related action thereto (Possible Executive Session)
3. Authorization to execute Severance Agreement for former City manager action thereto (Possible Executive Session)
4. Defining Process for hiring City Manager

IV. ADJOURNMENT

AGENDA ITEM 1

City Council Special Meeting Request for Action

TO:

FROM: Darla Armstrong, Administrative

ITEM TYPE: PRESENTATION

AGENDA SECTION: COUNCIL BUSINESS

SUBJECT: Consideration and act upon proposal to enter into an agreement for legal services with Bowles Rice

ATTACHMENTS:

2026-09-25 Bowles Rice Engagement Letter for General Legal Services - City of Ranson.pdf

Bowles Rice
Attorneys at Law

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September 25, 2026

City of Ranson
c/o Kenneth Suits, Mayor
312 S. Mildred Street
Ranson, West Virginia 25438

VIA EMAIL

ksuits@ransonwv.gov

Re: Engagement Letter

Dear Mayor Suits:

We are pleased the City of Ranson has decided to retain Bowles Rice LLP to provide legal services. We will do our utmost to effectively and ethically represent you on the matter outlined below.

This letter and the attached **Bowles Rice Standard Engagement Terms** (dated January 1, 2026), state the terms of our engagement ("Engagement Agreement"), unless we mutually agree on different terms and confirm them in writing.

Scope of Representation. We have agreed to represent you in connection with providing general legal representation ("the Matter").

If City of Ranson asks us to expand the scope of our work for this Matter or other matters, and Bowles Rice agrees in writing to the expanded scope of work, the terms set out in the Engagement Agreement will apply to our work. E-mail exchanges with confirmations from City of Ranson are permitted to expand the scope of work.

While we offer the following services, our work on the Matter will not include: (a) tax advice, or (b) advice on any disclosure obligation, including those imposed by federal securities law.

Staffing and Fee Arrangement. I will be your primary contact on this Matter, and my 2026 hourly rate is $365. Kin Sayre, Liana Stinson, and Sabrina Taylor-Perotti may assist with this matter as appropriate. Mr. Sayre's 2026 hourly rate is $450, Ms. Stinson's rate is $265, and Ms. Taylor-Perotti's rate is $245. We may involve other attorneys and staff on this Matter, as appropriate, necessary, or desirable in connection with the efficient and effective execution of the Matter. Our firm's 2026 hourly rates range from $245 to $550, depending on the level of experience and practice area of the attorney. These hourly rates, and the rates of any other lawyers or staff who may work on this Matter, will be subject to adjustment on an annual basis.

In performing legal services for you, we will endeavor to keep the charges as low as possible considering both the complexity and difficulty of the Matter involved and the need to maintain the highest standards of professional quality.

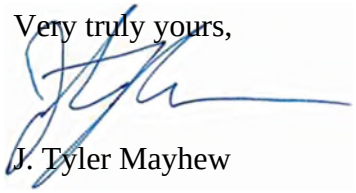
To summarize, our charges for performing the legal services will be reported to you in an itemized fashion once a month. Each statement will be due within 30 days of its receipt and subject to the **Bowles Rice LLP Standard Engagement Terms** enclosed with this letter and incorporated herein.

You acknowledge that our acceptance of this engagement does not involve an undertaking to represent you or your interests with respect to any matter other than that described above. Furthermore, you acknowledge that our representation does not entail any obligation to file any report required for compliance with the Corporate Transparency Act and any implementing rules or regulations disseminated with respect thereto (collectively, the "CTA") or advise you concerning subsequent legal developments that might have a bearing on your affairs or that might have a bearing on your compliance with the CTA.

Please review this letter and the enclosed **Bowles Rice LLP Standard Engagement Terms** as soon as possible. If the terms of the letter and the enclosure meet with your approval, please sign a copy of this letter and return it to me.

We will do our utmost to help you with this Matter and thank you for the opportunity to assist you. We look forward to working with you, and to helping you achieve your goals and objectives.

Very truly yours,



J. Tyler Mayhew

JTM:mc

Agreed to and Accepted by:

City of Ranson, with authorization of the City Council:

_____

Kenneth Suits, Mayor

January 1, 2026

BOWLES RICE LLP STANDARD ENGAGEMENT TERMS

Who Bowles Rice Represents

Because Bowles Rice LLP (the "Firm) represents only the Client in this Matter, we may represent other clients in unrelated matters—including those adverse to your affiliates—without seeking Client's consent, provided confidentiality is maintained.

Cooperation

Client agrees to promptly disclose all relevant facts and keep the Firm informed of developments relating to the Matter, and to provide complete and accurate information necessary for effective representation.

Payment Terms

The Firm will issue monthly invoices by email for services rendered and costs advanced during the preceding month. Our invoices are due within 30-days of receipt unless otherwise agreed in writing. Except in those instances in which we agree to a written contingent fee arrangement, the payment of our fee is not dependent upon the successful outcome of the Matter. Any invoice not disputed in writing within 30-days of receipt will be deemed accepted.

If Client elects to pay any invoice by credit card, the Firm will assess a processing fee equal to two and one-half percent (2.5%) of the amount paid to offset merchant processing costs.

Occasionally, clients have difficulty making timely payments. To avoid unfairly burdening other clients who pay amounts due in a timely manner with higher fees reflecting the costs we incur because of delinquent accounts receivable, the Firm may assess a monthly service charge. Any invoice or portion thereof that remains unpaid for more than ninety (90) days after the invoice date may, at the Firm's option, incur a finance charge on the unpaid balance at the rate of one percent (1.0%) per month, or the maximum rate permitted by applicable law, whichever is less. Finance charges will begin to accrue on the 91st day after the invoice date and will compound monthly until paid in full.

Costs and Expenses

In addition to fees for legal services, the Firm will bill you for all costs and expenses reasonably incurred in connection with the Matter. These may include, without limitation, travel expenses, delivery and courier services, photocopying, express and air courier services, online legal research, staff overtime, document reproduction, court fees, and fees charged by outside contractors or service providers engaged in connection with the Matter.

The Firm also maintains enterprise technology, administrative systems, and security infrastructure that support the delivery of legal services—including document-management systems, cybersecurity

platforms, and licensed AI or analytics tools. These firmwide systems constitute general overhead and are not billed separately to Client.

When technology or administrative services are used specifically for the Matter—such as electronic-discovery processing, hosted document review, virtual data-room access, or specialized legal research—those costs will be billed to Client at the Firm's direct cost or the vendor's rate, without markup, and itemized on the invoice.

Unless otherwise agreed, Client is responsible for paying invoices from outside contractors or service providers directly. Such vendors may be instructed to bill Client directly. If a vendor issues an invoice to the Firm, we may forward it to Client for payment or, at our discretion, pay amounts not exceeding $1,000 on Client's behalf and include them on the next invoice.

E-discovery, litigation-support, and technology services provided directly by the Firm will be billed to Client as legal services at agreed rates. These services may include database creation and management, data review, analytics, data hosting, storage or retrieval, and other technology-assisted review services. The Firm may also pass through third-party technology licensing charges without markup.

The Firm will make reasonable efforts to inform Client in advance of any significant or non-routine costs, expenses, or technology-related charges. Client agrees to pay all such invoices promptly and authorizes the Firm, while acting as counsel, to use its professional judgment in authorizing necessary expenditures.

Usage of Cloud Services

The Firm may use secure, enterprise-grade cloud services to transfer and store electronic data, including emails and documents containing confidential information. The Firm evaluates all third-party service providers that may access Client information and requires compliance with industry-standard frameworks for information security and applicable data-protection laws. These vendors operate under agreements that include safeguards consistent with the Firm's legal and ethical obligations.

Although cloud technology carries inherent risks that cannot be completely eliminated, the Firm exercises reasonable care in selecting and monitoring cloud service providers. Client acknowledges these inherent risks and consents to the Firm's use of such services. Nothing in this section limits the Firm's responsibilities or liability where such a limitation would be prohibited by applicable ethical rules.

The Firm maintains secure, encrypted systems for file transfer and document sharing. If Client directs the Firm to use a cloud service or platform that the Firm does not ordinarily use or recommend, the Firm cannot ensure that the security controls of that service meet the Firm's standards. In such cases, Client accepts the risks associated with the Client-selected platform.

Client understands that certain cloud service providers may hold encryption keys or otherwise have technical access to stored data, and such providers may be legally compelled to disclose Client data without notice. The Firm uses commercially reasonable measures to select providers that comply with applicable confidentiality and data-security requirements.

Use of Artificial Intelligence (AI)

The Firm may use secure, internal, or enterprise-grade artificial-intelligence tools to assist in delivering legal services in connection with this Matter. The Firm does not disclose Client confidential information to AI systems that lack appropriate confidentiality protections, and all AI-assisted work is reviewed by Firm attorneys. The Firm's use of AI complies with applicable legal and ethical standards.

Representing Parties in Unrelated Matters

Client acknowledges in advance the Firm's representation of other clients in matters that are unrelated to the Matter and that do not involve Client as a party, even if the interests of such other clients may be inconsistent with the Client's interests, provided that the Firm continues to comply with its duty to maintain Client confidentiality.

Representing Competitor Clients

Client acknowledges that the Firm represents, and may in the future represent, other clients who may be competitors of Client or whose business or legal interests may differ from or be inconsistent with Client's interests. Client acknowledges such representations, provided that they are unrelated to the Matter and do not involve Client as a party. The Firm will not disclose Client's confidential information to such other clients and will continue to comply with applicable ethical obligations.

Insurance Coverage

Client may have insurance coverage relevant to the Matter, and Client is responsible for determining the availability of such coverage. Unless the Firm agrees in writing to provide advice regarding insurance or indemnification issues, the Firm's representation does not include such advice. If an insurer pays only a portion of the Firm's fees or expenses, Client remains responsible for the balance owed under this Engagement Agreement.

HIPAA

If Client is a "covered entity" under the Health Insurance Portability and Accountability Act ("HIPAA") and the Firm's services will involve the use or disclosure of protected health information, Client must notify the Firm in advance. The Firm's standard practice is to execute a business associate agreement ("BAA") to comply with applicable HIPAA obligations.

Marketing

The Firm may share high-level information about completed transactions or publicly known matters with legal directories, ranking organizations, and similar industry services (e.g., Bloomberg, Thomson Reuters, Chambers and Partners) for purposes of professional recognition and marketing. Such information will not include confidential or non-public information. Unless Client instructs otherwise in writing, the Firm may also reference Client representations in Firm marketing materials, including transaction descriptions, "tombstones," and website experience listings. Client may likewise identify the Firm in press releases or announcements relating to transactions in which the Firm served as counsel.

Mediation/Arbitration

Any dispute, claim, or controversy arising out of or relating to this engagement letter or the services provided by the Firm (a "Dispute") shall first be submitted to non-binding mediation in Charleston, West Virginia, to resolve the Dispute amicably. The mediation shall be conducted before a neutral mediator mutually agreed upon by the parties. If the parties are unable to agree upon a mediator within fifteen (15) days after written notice requesting mediation, or if either party refuses to participate in mediation, or if the Dispute if not fully resolved through the mediation process, the Dispute shall immediately proceed to binding arbitration as provided below. Any Dispute not resolved through mediation, shall be resolved exclusively by final and binding arbitration, and not by a court, except as expressly provided herein. THE PARTIES ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO THIS ENGAGEMENT AGREEMENT, THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING ANY RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

The arbitration shall be conducted in Charleston, West Virginia, before a single arbitrator, mutually agreed upon by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA) then in effect, unless the parties agree otherwise in writing. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could award, except that neither party shall be entitled to punitive, exemplary, or consequential damages. Judgment on the arbitration award may be entered in any court having jurisdiction.

Unless the mediator or arbitrator determines otherwise, the parties shall share equally the costs of mediation or arbitration. Each party shall bear its own attorneys' fees and costs, except that, if the arbitration concerns the Firm's collection of fees or expenses from Client, the arbitrator may award the Firm its reasonable attorneys' fees and costs incurred in connection with such arbitration.

Any mediation or arbitration shall be conducted on an individual basis only. Neither party may bring a Dispute as a class, collective, or representative action, nor may any Dispute be joined or consolidated with claims of any other person or entity. The arbitrator shall have no authority to hear or decide any form of class or collective proceeding.

This Engagement Letter and any Dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its conflict of laws principles. Venue for mediation and arbitration shall be exclusively in Charleston, West Virginia.

Nothing in this Engagement Agreement is intended to prospectively limit the Firm's liability to Client where such a limitation would be prohibited by applicable ethical rules. To the extent permitted by law, any recovery by Client shall be limited to the proceeds of the Firm's applicable professional-liability insurance coverage.

Audit Response Letters

If Client engages an accountant to audit its financial statements, the accountant may request that the Firm provide information regarding matters on which the Firm has given substantive attention. Such requests are typically made through a form letter the accountant asks Client to submit to the Firm. The Firm will respond in accordance with applicable professional standards and will bill Client for the time spent preparing any such response in accordance with the billing and payment terms of this Engagement Agreement.

File Retention Policy

The Firm's general policy is to retain client files for a minimum of five (5) years following the conclusion of the Matter. After that period, the Firm may destroy such files without further notice. If Client wishes to have any materials returned at the end of the engagement, Client must notify the Firm in writing before file destruction occurs.

Indemnification

The Firm does not provide any contractual indemnification to Client or to any Client representative, affiliate, expert witness, vendor, or service provider. Nothing in this Engagement Agreement is intended to limit the Firm's liability to Client where such a limitation would be prohibited by applicable ethical rules. Any indemnification obligations permitted by law shall not exceed the proceeds of the Firm's applicable professional-liability insurance coverage.

Duration of Engagement

Unless previously terminated, the Firm's representation of the Client will conclude: (1) upon issuance of a final bill; (2) upon the completion of the work the Firm has agreed to undertake and communication to the Client that the work is complete; or, (3) if no legal services are requested or performed and no invoice is issued for a period of six (6) months (or such longer time period if agreed upon in writing between firm and client). Nothing herein prevents the Firm and Client from later re-engagement under the terms of this letter or alternative terms.

Termination

Subject to applicable law and the rules of professional conduct, the Firm may withdraw from representing Client if Client fails to pay fees, costs, or expenses in a timely manner, or if other good cause for withdrawal exists. The Firm will provide reasonable written notice of withdrawal and will take reasonable steps to protect Client's interests. Client agrees to cooperate in effecting any such withdrawal, including executing documents necessary to substitute new counsel.

Amendments

The Firm and Client (collectively referred to as the "Parties") agree that this Engagement Agreement embodies the single and entire integrated agreement between the Parties individually and/or collectively as to its subject matter and supersedes all prior negotiations, discussions, agreements, or understandings, if any, between the Parties relating to its subject matter. No modification, amendment, or waiver of any terms or conditions of this Engagement Agreement will be binding upon the Parties unless it is in writing and signed by a duly authorized officer or representative of each of the Parties.

Integration

The Parties agree to execute and deliver any and all additional documents necessary or appropriate to carry out and implement the provisions of this Engagement Agreement. The waiver of any breach of any term, covenant, or condition herein shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein. Should any provision of this Engagement Agreement be deemed invalid or unenforceable, such provision shall be fully severable and shall be unenforceable between the Parties only to the extent of such prohibition or ineffectiveness without invalidating the remainder of the provisions herein.

Authority

Each of the signatories hereto represents and warrants that he or she is fully authorized to enter into this Engagement Agreement on behalf of the person or entity for which he or she executes this Engagement Agreement.

Counterparts

This Engagement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by PDF shall be treated the same as originals for all legal purposes.

AGENDA ITEM 2

City Council Special Meeting Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: COUNCIL BUSINESS

SUBJECT: Discussion of the Interim City Management with related action thereto (Possible Executive Session)

ATTACHMENTS:

AGENDA ITEM 3

City Council Special Meeting Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: COUNCIL BUSINESS

SUBJECT: Authorization to execute Severance Agreement for former City manager action thereto (Possible Executive Session)

ATTACHMENTS:

AGENDA ITEM 4

City Council Special Meeting Request for Action

TO:

FROM: Darla Armstrong

ITEM TYPE: PRESENTATION

AGENDA SECTION: COUNCIL BUSINESS

SUBJECT: Defining Process for hiring City Manager

ATTACHMENTS: