

ROSENTHAL WRIGHT

ATTORNEYS AT LAW

From the desk of
Paul L. Rosenthal, Esq.

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May 7, 2026

**VIA USPS FIRST CLASS MAIL &
VIA EMAIL TO droberts@loganville-ga.gov**

Mr. Danny Roberts, City Manager
City of Loganville
4303 Lawrenceville Road
Loganville, GA 30052

Re: Legal Services Provided by Rosenthal Wright, LLC as City Attorney for the City of Loganville, Georgia-UPDATED Request for Fee Increase for FY 2026-27

Dear Mr. Roberts:

I am writing today *with an amended request* to a fee increase in our fee structure for FY 2026-27 in our service to the City of Loganville as City Attorney. As you know, I was appointed as City Attorney at the July Council meeting on July 10, 2023 and since that time I have enjoyed being able to dig into the legal needs of Loganville with you, the Mayor, City Council and City staff.

As indicated to you in my letter and Memorandum of Understanding (“2025 MOU”) of April 1, 2025, our current flat fee structure covers FY 2025-26, ending on June 30, 2026. As a result of a very significant increase in the request for legal services by Mayor and Council as well as staff, I previously wrote to you on March 16, 2026, asking that our monthly flat fee be increased from \$20,000.00 per month to \$23,000.00 per month, representing a 15% increase for FY 2026-27. Since that initial request in March, you discussed with me the significant budgetary constraints that the City is experiencing and asked me to consider a smaller fee increase, one more in line with the more customary COLA increases that City employees usually receive on an annual basis of 2.5%. Based on that discussion and your request, I am happy to work with the City and propose that my new fee increase 2.5% this fiscal year from \$20,000.00 per month to \$20,500.00 per month. I have reviewed the average hours of attorney and paralegal work devoted to Loganville matters on a monthly basis and this fee increase will cover only a portion of the time commitment that our efforts representing the City of Loganville has necessitated, but I am happy to

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accept this fee increase amount. This request is in accordance with the 2025 MOU which mandates that fee increases will only be requested during the budget process for the upcoming FY. As always, my firm serves at the pleasure of the Mayor and City Council pursuant to Section 4.12 of the City's Charter. Additionally we discussed a general three year pricing structure wherein FY 2027-28 would increase to \$21,000 per month and FY 2028-29 would increase to \$21,500 per month giving the City a three year plan for our legal services costs.

Pursuant to this letter and new Memorandum of Understanding ("2026 MOU"), my firm will provide general legal services to the City on an as-needed basis as further outlined herein at a flat rate of \$20,500.00 per month. We will invoice the City on a bi-monthly basis for said services. Each bi-monthly invoice will also include a line item for reimbursement of any direct out-of-pocket expenses incurred by my firm on behalf of the City. This flat fee arrangement described herein will cover my firm's general legal services to the Mayor and Council, as well as the City's departments and inferior boards for which other counsel is not already retained. These services will include, but are not limited to: attending all meetings as requested; conducting appropriate legal research; drafting legal opinions as needed; negotiating, editing and drafting contracts; drafting and revising policies, resolutions and ordinances; providing general counsel and legal advice as requested by the Mayor, Council, the City Manager, and any Department Heads and/or Directors; responding to Open Records Request when requested; advising the Mayor, Council and City Manager concerning litigation being handled by panel counsel assigned by the City's insurance carriers; and the like.

This flat fee arrangement will NOT include the following legal services: 1. Bond transactions that are regularly paid from the costs of the issuance of the bonds as a percentage of bond counsel's fee consistent with customary practice; 2. Any contingency fee matters separately contracted for between my firm, the City and potentially other law firms related to specific matters outside the scope of general legal services as City Attorney; 3. Any appellate litigation involving the City before any appellate court of competent jurisdiction in which myself or my firm appears on behalf of the City or any of its elected officials or employees; 4. Any litigation in which myself or my firm serves as counsel of record on behalf of the City or any of its elected officials or employees in any US District Court or any of the Federal courts; 5. Any litigation in any Superior or State court of this state where myself and my firm serve as lead counsel in the matter and such matter involves significant litigation including depositions, motions, bench or jury trials and the like; 6. Legal services provided to the City by other legal counsel specifically retained for certain matters, either by the City's insurance carriers or directly by the City, for specialized matters outside the general scope of City Attorney legal services; 7. Real Estate Transactional matters handled by my firm on behalf of the City and all costs and fees related thereto such as Title Insurance, Escrow Fees, Title Abstract Fees, Recording Fees, and the like; and 8. Solicitor work in the City of Loganville Municipal Court. Any litigation that my firm handles on behalf of the City identified above in Items 3, 4 and 5 will be billed at our currently existing municipal hourly rate, which is \$250.00 per hour for attorneys and \$115.00 per hour for paralegals.

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In light of this flat fee arrangement, my firm does not provide itemized invoices for our services covered by this flat fee arrangement detailing our timekeeping activities on behalf of the City; however, itemized invoices will be provided to the City wherever requested for specific projects that have certain cost recoupment elements to them such as CDBG projects, etc. Those itemized invoices will be netted from the total flat fee amount due for the relevant billing periods, i.e., there will be no additional cost to the City for these itemized invoiced projects.

Please do not hesitate to contact me should you have any questions regarding this 2026 MOU or anything else concerning our work on behalf of the City as your City Attorney. I appreciate you and the Council's continued trust in me and my firm to serve the City of Loganville as your City Attorney.

Sincerely,



Paul L. Rosenthal, Esq.

PLR/jls

cc: Honorable Branden Whitfield, Mayor *(via email only)*
Honorable Keith Colquitt *(via email only)*
Honorable Wes Johnson *(via email only)*
Honorable Patti Wolfe *(via email only)*
Honorable Melanie Long *(via email only)*
Honorable Lisa Newberry *(via email only)*
Honorable Bill Duvall *(via email only)*
Mr. Jeff Smith, Assistant City Manager *(via email only)*

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