



**CITY OF BROADVIEW HEIGHTS
RESOLUTION NO. 2025-70**

INTRODUCED BY MAYOR AND ENTIRE COUNCIL

**AN RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH MCDONALD HOPKINS FOR THE PROVISION OF LEGAL
SERVICES TO THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN
EMERGENCY**

WHEREAS, the City Council has determined it is in the best interest of the City to enter into an agreement with McDonald Hopkins for the provision of legal services to the City of Broadview Heights in the cases of Sheetz, Inc., et al. v. City of Broadview Heights, et al., Cuyahoga County Common Pleas Court, Case No. CV25 114501 and Sheetz, Inc., et al. v. City of Broadview Heights, et al., Cuyahoga County Common Pleas Court, Case No. CV25 114994.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized and directed to enter into an agreement with McDonald Hopkins for the provision of legal services Sheetz, Inc., et al. v. City of Broadview Heights, et al., Cuyahoga County Common Pleas Court, Case No. CV25 114501 and Sheetz, Inc., et al. v. City of Broadview Heights, et al., Cuyahoga County Common Pleas Court, Case No. CV25 114994.

SECTION 2. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and the signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 28th day of April, 2025

Robert Boldt, President of Council

Samuel J. Alai, Mayor

April 28, 2025
Date

Attest: Robin Parsons, Clerk of Council

April 28, 2025
Date

McDonald Hopkins

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April 25, 2025

Via Email: vruffa@rglawohio.com

City of Broadview Heights
Attn.: Vince Ruffa, Esq.
9453 Broadview Road
Broadview Heights, Ohio 44147

Re: Fee Arrangement

Dear Mr. Ruffa:

Thank you for requesting to retain McDonald Hopkins LLC (the "Firm") to provide legal services to the City of Broadview Heights, Ohio ("you"), through you in your capacity as Director of Law, in connection of our defense of the city in *Sheetz, Inc., et al. v. City of Broadview Heights Planning Commission, et al.*, Cuyahoga County Common Pleas Court Case No. CV-25-114501, and related matters. At the outset of a new matter, we believe it is important to have a mutual understanding of how we will work together to accomplish our objectives. To do this, we customarily prepare an engagement letter that generally utilizes the following format. The purpose of this engagement letter is to memorialize in writing the identity of our client(s), the scope and nature of services we have been asked to provide (including any limitations in that regard) and to agree with you on the terms for the provision of our services. This engagement letter will also explain our firm's fees, expenses charged to clients, billing policies and payment terms.

I apologize for but trust you will accept my use of this relatively standard form letter. Our firm wishes to be sure that all of our clients receive comparable information regarding new engagements. Our firm is committed to providing top quality legal representation and services customized to meet the needs of each client, and we very much look forward to working with you. If you have any questions about the provisions of this engagement letter, or if you want to discuss possible modifications, please call me immediately.

Legal Fees and Staffing

In order to provide the highest quality legal services in an efficient, cost effective manner, we involve attorneys and legal assistants at our firm with the experience appropriate to the task at

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April 25, 2025

Page 2

hand. I will be the primary attorney handling your matter and perhaps other associates on the matter. We agree that notwithstanding firm's standard current hourly rates, we will offer you a discounted, blended rate for all attorneys involved in the matter, including myself, of \$390.00 per hour. Our time to adequately render the services required under this engagement will include legal research, legal drafting, preparation for and appearances in court, discovery and motion practice, and miscellaneous meetings and communications with client constituents and other parties.

Charges and Disbursements

Certain charges and expenses incurred on a client's behalf in rendering legal services, such as long distance telephone calls, facsimile, photocopying, messenger and delivery charges, computerized research, travel expenses, filing fees, and the like are payable by the client, either directly or by reimbursing our firm. Fees and expenses of others (such as consultants, expert witnesses, court reporters, appraisers, and local counsel) will not be paid by us, but will be forwarded directly to you for payment unless we have a different arrangement in writing.

Electronic Communication

We communicate from time to time with our clients using facsimile machines, mobile telephones, and e-mail. These forms of communication are not completely secure against unauthorized access. There is some risk of disclosure and loss of attorney-client privilege in using these forms of communication, because they do not ensure the confidentiality of their contents. If you object to our using any one or more of these forms of communication, please let

Billing

Statements for services rendered and costs advanced by the firm are rendered to clients monthly. In addition, the firm often sends its clients a monthly statement of account, itemizing amounts outstanding as of the date the statement is prepared.

Payment

All statements for services rendered are payable upon receipt, unless other arrangements have been made with the firm in advance. McDonald Hopkins LLC reserves the right to withdraw as counsel for any client that fails to pay bills in a timely manner.

Client Responsibilities

By agreeing to and accepting our representation as described in this letter, you agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation. You will be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and you agree to stay fully informed on all developments relating to all matters as to which we have been engaged. You also agree to pay our statements for services rendered and charges in accordance with the terms of this letter.

April 25, 2025

Page 3

Term of Engagement

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable Rules of Professional Conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide it with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and we will assist you as you may desire to engage successor counsel to represent you.

Unless previously terminated, our representation of you as to this matter will terminate upon our sending you our final statement for services rendered. During our representation and following such termination, any otherwise nonpublic information you have supplied to us that is retained by us will be kept confidential in accordance with applicable Rules of Professional Conduct. At your request, your papers and property will be returned to you. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained within a reasonable time after the termination of the engagement or the completion of the particular matter.

You are engaging our firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal or other developments.

Conflicts

Before preparing this engagement letter, we have conducted an internal check of our records to determine whether or not a conflict may exist with one or more of our existing clients. Based on that check, it appears that no such conflict exists.

Under our profession's Rules of Professional Conduct, we must have undivided loyalty to our clients. This requirement means that a lawyer must refuse to accept or continue employment if the interests of another client may impair the independent professional judgment of the lawyer. In this regard, McDonald Hopkins LLC represents many other companies and individuals. It is possible that during the time we are representing you, some of our present or future clients will have disputes or transactions with you. As a result of these disputes or transactions, conflicts of interest may arise, and, when they do, we will address them with you in a manner consistent with our obligations under the Rules.

Identification Number

April 25, 2025

Page 4

McDonald Hopkins LLC's tax identification number is 341059058.

Questions

Please discuss with me any questions you have about any of our services or any statements rendered to you.

The purpose of this letter is to avoid any misunderstanding with respect to the terms of our engagement and the rendering of legal services by McDonald Hopkins LLC. If you are in agreement with the above terms of our representation, please sign this letter on its last page and return it to me. Again, if you have any questions, please call me.

We truly appreciate this opportunity to represent you. We look forward to working with you.

Very truly yours,



Kevin M. Butler

AGREED TO AND ACCEPTED:

CITY OF BROADVIEW HEIGHTS

By: 

Name: SAMUEL J. AWA'I

Title: MAYOR

Date: 4/28/25