

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH BUCKINGHAM, DOOLITTLE & BURROUGHS FOR PROFESSIONAL SERVICES IN CONNECTION WITH THE JOINT ECONOMIC DEVELOPMENT DISTRICT AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Buckingham, Doolittle & Burroughs for the furnishing of professional legal services in connection with the proposed Joint Economic Development District with Bath Township in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the services are immediately necessary to implement services in Bath Township; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 7, 1994

Daniel S. Stoerke  
President of Council

\_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

ATTEST:  
Peggy Malone  
Clerk of Council

8-1-94  
R37-1734

**BUCKINGHAM, DOOLITTLE & BURROUGHS**

A LEGAL PROFESSIONAL ASSOCIATION

30 S. Main Street, P.O. Box 1800 Akron, OH 44309-1800  
Telephone 216/376-5300 Telecopier 216/258-6559

July 1, 1994

II

Village of Richfield  
Richfield, Ohio

Re: Proposal for Legal Services

We have been requested by Pat Healy to submit a proposal to represent the Village in connection with the proposed joint Economic Development District ("JEDD") with Bath Township. Our proposal would include drafting the necessary documents, including the JEDD Agreement, legislation, notices and timetables to implement the JEDD. For such services, our estimate of fees is \$2,500. We would charge the Village at our standard hourly rates for this service. Our present estimate is that fees for that service would not exceed \$2,500.

For negotiations with the Bath Township representatives in connection with the proposed JEDD Agreement, we would charge additional fees which we presently estimate would not exceed \$1,000. We understand that it is not presently contemplated we would be asked to assist in the negotiations.

In addition to the foregoing fees, we would ask to be reimbursed for our out-of-pocket expenses such as duplicating, postage, long distance telephone charges, messenger services, travel outside of Summit or Cuyahoga Counties, if any, and similar items. We would render monthly statements which are payable upon receipt.

If this proposal is acceptable to the Village, we would like to be retained by Resolution of the Village Council.

Respectfully submitted,

BUCKINGHAM, DOOLITTLE & BURROUGHS  
A Legal Professional Association

By: Thomas R. Trotter  
Thomas R. Trotter

TRT:jnu

AGUWA87.W51

BUCKINGHAM, DOOLITTLE & BURROUGHS

A LEGAL PROFESSIONAL ASSOCIATION

50 S. Main Street P.O. Box 1500 Akron, OH 44309-1500  
Telephone 216/376-5500 Telecopier 216/258-6559

July 1, 1994

Village of Richfield  
Richfield, Ohio

Re: Proposal for Legal Services

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By: 

Thomas R. Trotter

TRT:jnu

AGG02A87.W51

BUCKINGHAM, DOOLITTLE & BURROUGHS

A LEGAL PROFESSIONAL ASSOCIATION

50 S. Main Street P.O. Box 1500 Akron, OH 44309-1500  
Telephone 216:376-5300 Telecopier 216:298-6559Thomas R. Trotter  
(216) 258-6488

July 1, 1994

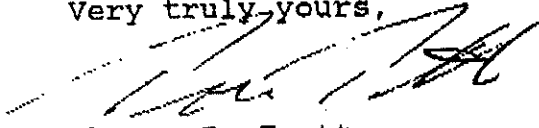
VIA FACSIMILEChuck Riehl  
Walter, Haverfield, Buescher & Chockley  
1215 Terminal Tower  
Cleveland, OH 44113

Dear Chuck:

Attached is a form of brief proposal to represent the Village of Richfield in connection with the proposed JEDD Agreement with Bath Township. I call your attention to the fact that we represent the Revere Local School District. I understand that the JEDD would include certain buildings of the Revere Schools and that the primary purpose of the JEDD would be to extend water to the Schools. We have reviewed this situation with the School District. We do not see it as a conflict of interest since the interests of the Schools and the Village in connection with the JEDD are aligned. Nonetheless, we would request written consents of the School District and the Village to the joint representation and should a situation develop which poses a conflict of interest, we would review the matter with the parties at that time, retaining the right to withdraw from representation of one or both as we perceive would be required by the Code of Ethics.

Please call if you have any questions. Have a nice weekend.  
Look forward to hearing from you.

Very truly yours,

  
Thomas R. Trotter

TRT:jnu

Attachment

cc: Pat Healy

AGG02A39.W51

July 6, 1994

The Honorable Ralph R. Waszak  
and Members of Council  
Village of Richfield  
4410 West Streetsboro Road  
P. O. Box 387  
Richfield, Ohio 44286-0387

Re: Ordinance No. 37-1994 - Engagement of  
Buckingham, Doolittle & Burroughs

Dear Mayor Waszak and Members of Council:

This letter will alert you to an issue which has arisen concerning the captioned ordinance. I have spoken to Mayor Waszak, Pat Healey and Tom Trotter concerning this situation. In May, I received a letter from Buckingham, Doolittle & Burroughs which represents the McNair Estate. As you will recall, the Village entered into an agreement with the McNair Estate as was confirmed by Ordinance 44-1992 whereby the McNair Estate was to furnish the Village an easement for a portion of the sewer in Sewer District No. 3 in return for being exempted from the assessment district. The Estate is now raising questions about the agreement but has proposed, as an alternative, that the Village purchase the property from the Estate. It is my understanding that this potential purchase is being explored by the Mayor and several members of Council.

At any rate, I indicated to Mr. Trotter that I did not believe this issue was an adversarial issue at this time although that possibility certainly existed in the future. I indicated that I would make the Village officials aware of this situation and any potential conflict could be waived by both sides' written consent, similar to the waiver that is being requested for the School Board. If I can answer any further questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Charles T. Riehl

CTR:kaw

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**BUCKINGHAM, DOOLITTLE & BURROUGHS**

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July 1, 1994

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Richfield, Ohio

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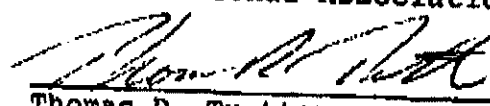
For negotiations with the Bath Township representatives in connection with the proposed JEDD Agreement, we would charge additional fees which we presently estimate would not exceed \$1,000. We understand that it is not presently contemplated we would be asked to assist in the negotiations.

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Respectfully submitted,

BUCKINGHAM, DOOLITTLE & BURROUGHS  
A Legal Professional Association

By:   
Thomas R. Trotter

TRT:jnu

AUG1187.W51

BUCKINGHAM, DUCLOTTLE & BURROUGHS

A LEGAL PROFESSIONAL ASSOCIATION

325 West Street, P.O. Box 1160, Akron, OH 44309-1160  
Telephone 316/476-5300 Telegraphic 316/476-6559

II

July 1, 1994

Village of Richfield  
Richfield, Ohio

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