

**Beachwood Special City Council Meeting Agenda**  
**Monday, July 24, 2023**  
**Immediately following the Recreation and Community Services Committee Meeting**  
**at Beachwood City Hall, Council Chambers,**  
**25325 Fairmount Boulevard, Beachwood, Ohio 44122**

-Pledge of Allegiance to the Flag of the United States of America-

**Agenda Items**

1. Roll Call
2. Reports
  - a. Mayor
  - b. Council Member (non-agenda items)
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Legal & Personnel Committee **Ordinance No. 2023-76** An Ordinance engaging Thrasher Dinsmore & Dolan to represent the City in any Zoning Matters that may be deemed necessary; and declaring this to be an urgent matter
5. Legal & Personnel Committee **Motion** A Motion to extend the School Facilities Usage Agreement through November 30, 2023

**Any other matters coming before City Council**

**Adjournment**

INTRODUCED BY:

ORDINANCE NO. 2023-76

AN ORDINANCE ENGAGING THRASHER DINSMORE & DOLAN TO REPRESENT THE CITY IN ANY ZONING MATTERS THAT MAY BE DEEMED NECESSARY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, on the recommendation of the City's Law Director, City Council desires to engage the firm of Thrasher Dinsmore & Dolan to represent the City of Beachwood, Ohio in any necessary Zoning Matters.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio, that:

Section 1: The Mayor is hereby authorized and directed to enter into an agreement to engage the firm of Thrasher Dinsmore & Dolan. to represent the City of Beachwood, Ohio and to provide legal services for any necessary Zoning matters in an amount not to exceed Fifteen Thousand Dollars and No/Cents (\$15,000.00).

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure immediately necessary for the public peace, health or safety, or the efficient operation of the City; and for the further reason that the legal services provided herein are needed for the current operation of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 24<sup>th</sup> day of July, 2023, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 25<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Clerk

Approval: I have approved this legislation this 25<sup>th</sup> day of January, 2023 and filed it with the Clerk.

\_\_\_\_\_  
Mayor



**THRASHER  
DINSMORE  
& DOLAN**

A LEGAL PROFESSIONAL ASSOCIATION  
WWW.TDDLAW.COM

DALE H. MARKOWITZ  
JOSEPH R. ZNIDARSIC  
HEIDI M. CISAN  
TODD C. HICKS\*  
MATTHEW J. DOLAN  
J. JAREDD FLYNN  
EZIO A. LISTATI  
KELLY A. SLATTERY  
JOHN R. LIBER, II\*\*  
BRANDON D. R. DYNES  
LEO M. SPELLACY, JR.  
TIM L. COLLINS\*\*\*

BRIDEY MATHENEY  
CHRISTOPHER A. HOLECEK  
TANJA M. HOLECEK  
ELIZABETH E. COLLINS  
RACHEL C. DODDS  
SAMUEL T. O'LEARY  
CHRISTOPHER R. ELKO  
S. DREW GITTINS  
RAY K. THRASHER (1906-1973)  
JAMES W. DINSMORE (1916-1975)  
LAWRENCE J. DOLAN (RETIRED)  
DAVID E. LOWE (1937-2019)

OF COUNSEL:  
RANDOLPH L. KNAVEL  
MATTHEW D. WHEELOCK  
JAMES P. VITALE

\*ALSO ADMITTED IN NEW YORK  
\*\* ALSO ADMITTED IN FLORIDA  
\*\*\* ALSO ADMITTED IN PENNSYLVANIA

WRITER'S EMAIL: [dmarkowitz@tddlaw.com](mailto:dmarkowitz@tddlaw.com)

July 17, 2023

Stewart Hastings ([stewart.hastings@beachwoodohio.com](mailto:stewart.hastings@beachwoodohio.com))  
Law Director  
City of Beachwood  
25325 Fairmount Blvd.  
Beachwood, Ohio 44122

**RE: *Engagement Letter***

Dear Mr. Hastings,

We are very pleased that the City of Beachwood has decided to retain us as counsel to represent the City of Beachwood regarding RLUIPA issues regarding your Zoning Code, and provide additional advice regarding the constitutionality of your current Zoning Code and changes that may be proposed to the Zoning Code. Unless we make a different agreement in writing, this Agreement will govern all future services we may perform for you in connection with this and any other matters.

This letter describes the basis on which our firm will provide legal services to you and how we will be compensated for our services. The fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

We will do our utmost to serve you diligently and effectively. We cannot guarantee the success of any given venture, but we will strive to represent your interests professionally and efficiently. I will have primary responsibility for your representation, and will utilize other attorneys, legal assistants and law clerks in the office in the best exercise of my professional judgment. If at any time, you have questions or concerns, please contact me at once.

We take into account many factors in billing for services rendered, and I will review all statements before they are issued to ensure that the amount charged is appropriate. The principal factor is usually our time involved in your legal matter. Our statements for services rendered to you will include the product of the hours worked multiplied by the hourly rates for the attorneys, legal

PLEASE REPLY TO: CHARDON OFFICE

100 7TH AVENUE, SUITE 150, CHARDON, OHIO 44024 · PHONE: (440) 285-2242 · FAX: (440) 285-9423  
1282 WEST 58TH STREET , CLEVELAND, OHIO 44102 · PHONE: (216) 255-5431 · FAX: (216) 255-5450

assistants and law clerks that did the work. The bill may also reflect the complexity of the matter, the time constraints imposed upon us and in certain circumstances the results obtained. It is preferable to e-mail bills to you, so please confirm that is acceptable and provide the e-mail address to send the billing.

Our schedule of hourly rates for attorneys and other members of the professional staff is based on years of experience, specialization in training and practice, and level of professional attainment. My present hourly rate is \$450.00 (which includes travel time, if applicable, and telephone calls) and to the extent that other attorneys, legal assistants and law clerks are involved, their present rates will vary from \$100.00 to \$450.00 an hour for the most senior partners. These rates may increase even though we are still engaged in the same legal matter for you.

In addition, we will bill and expect immediate reimbursement for out-of-pocket expenses such as travel, copying charges, facsimiles, use taxes imposed by governmental agencies on products used in this matter, filing fees, etc.

Our statements generally will be prepared once a month and mailed **or e-mailed (please check the box on the bottom of this letter if you would like to have your bills e-mailed to you)** following the month in which services are rendered and costs advanced. We expect payment within a few days after the statement date. In the event the previous month's balance is not paid by the 25th of the following month, a **finance charge of 1.5%** per month, which is an **annual percentage rate of 18%**, will be imposed on the outstanding balance.

You will have the right to terminate our representation at any time subject to being compensated for services rendered. We will have the same right, and at our sole option we may discontinue legal services if invoices are not paid currently, or for other reasons.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Nothing in this agreement and nothing in our statements to you is to be construed as a promise or guarantee about the outcome of any matter.

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

Our firm has a file retention policy regarding disposition of your files upon completion of our legal representation for each matter that we have been engaged to provide legal services to you. Normally, after all legal services have been completed your files are stored on-site for a short period of time of at least thirty (30) days. Thereafter, certain documents may be stored electronically. Documents that are stored electronically will be kept for a period of at least seven (7) years. Before we close your file we endeavor to return to you any original documents you provided to us that we believe are necessary for your record keeping, tax purposes or preservation of certain rights resulting

from the matter we handled on your behalf. You may request your file and all of its contents at any time before the date of destruction. Therefore, if for any reason you wish to obtain copies of any documents in your file before the file is converted to an electronic data file and/or destroyed, you need to contact us within thirty (30) days from the date the particular legal services have been completed, even though we may be continuing to represent you in other matters. At the end of seven (7) years, your electronic file may be destroyed. Our firm will not provide a separate notice to you prior to destroying any electronic file after seven (7) years.

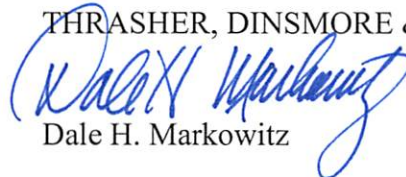
This office uses e-mail to communicate with clients. Unless you instruct us otherwise, when appropriate, we will forward communications and documents to you in e-mail format. Please advise whether any encryption is required and whether any e-mail security may be required for such communications. In the event that any document attached to an e-mail must utilize a password protected word program, please advise.

If you have any questions, please feel free to call me. On a personal note, I am very pleased that you have selected our firm to represent you. We look forward to serving you now and in the future.

If the above is acceptable to you, please indicate so by dating and signing a copy of this letter in the spaces provided below and returning the executed copy to me. Thank you.

Sincerely yours,

THRASHER, DINSMORE & DOLAN



Dale H. Markowitz

DHM/mp

The undersigned has read and understands the foregoing terms and agrees to them effective as of the date Thrasher, Dinsmore & Dolan, a Legal Professional Association, first provided legal services to the undersigned.

City of Beachwood

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Yes, I would like Thrasher, Dinsmore & Dolan to send me electronic bills at the following email address: \_\_\_\_\_**

**I understand that by checking the box above, I will not receive bills by mail unless I otherwise request such in writing.**