

**RESOLUTION NO. 72-2021**

Introduced by Mark Claus


**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH BRICKER & ECKLER, ATTORNEYS AT LAW, FOR THE PROVISION OF ECONOMIC DEVELOPMENT SERVICES IN CONNECTION WITH SAWMILL CREEK AT A COST NOT TO EXCEED FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

**SECTION 1.** That the City Manager is authorized and directed to accept the proposal and enter into an agreement with Bricker & Eckler, Attorneys at Law, for the provision of economic development services in connection with Sawmill Creek at a cost not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

  
\_\_\_\_\_  
Sam Artino, Mayor

ATTEST:   
Clerk of Council

ADOPTED: 12 OCT 2021



COLUMBUS | CLEVELAND  
CINCINNATI | DAYTON  
MARIETTA

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**Robert F. McCarthy**  
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October 4, 2021

**VIA EMAIL**

City of Huron  
Attn: Mr. Matt Lasko, City Manager  
417 Main Street  
Huron, Ohio 44839

Re: Economic Development Services in Connection with Sawmill Creek

Dear Mr. Lasko:

We are pleased that the City of Huron (the “City”) has requested that Bricker & Eckler LLP serve as special counsel to the City in connection with the proposed redevelopment of the property known as the Sawmill Creek site (the “Project”). We understand that you are requesting our assistance from time to time with issues relating to economic development programs in connection with the Project, including but not limited to potential annexation and tax increment financing. (The work to be provided under this engagement is collectively referred to herein as the “Matter.”) We anticipate that the Matter will consist of providing legal advice on an as-requested basis in consultation with you, as the City Manager. This letter will confirm our discussion with you regarding your engagement of our Firm and will describe the basis on which we will provide legal services to you, subject to the approval of our Firm’s Client Management Committee.

**Nature of Engagement**

One of the purposes of this letter is to set forth the nature of our engagement and the terms and conditions of our representation of the City. I will be the attorney in our firm primarily responsible for coordinating our economic development services to the City in connection with the Matter. Please note, however, that we take pride in the fact that we provide services to you as a firm, and, as such, we will retain the discretion in the exercise of professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis.

**Role of Economic Development Counsel**

As economic development counsel to the City with respect to the Matter, we will coordinate with you, the City Manager, to assist the City on an as-requested basis in evaluating legal issues relating to economic development programs used in connection with the Project.

October 4, 2021

Page 2

### **Scope of Representation**

In performing our services under this Matter, the City will be our client and we will represent its interests. We assume that other parties to a transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City does not alter our responsibility to render an objective legal opinion.

### **Conclusion of Representation; Retention and Disposition of Documents**

Unless previously terminated, our representation of the City in this matter will terminate upon the delivery of our final statement for services rendered in this matter. Following such termination, any otherwise non-public 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 promptly upon receipt of payment for outstanding fees and costs. The firm will retain our own files pertaining to the matter. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

### **Post-Engagement Matters**

The City is engaging the 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 engage us after completion of the Matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

### **Fees and Expenses**

For our economic development services in connection with the Matter, Bricker & Eckler LLP will charge a fee based on the actual time required to perform services at hourly rates based on the experience levels of the professionals providing the services, plus all reasonable out-of-pocket expenses. We will not incur time in connection with respect to the Matter in excess of \$50,000 without the City's prior approval, including amounts billed prior to the date hereof. We understand and agree that this fee amount is related to initial analysis of the options with respect to the Matter and that before proceeding with additional work relating to the negotiation and implementation of incentives, we will discuss an additional fee amount with the City Manager.

October 4, 2021

Page 3

Payment of invoices is due upon receipt. These billing rates are subject to change from time to time.

Depending upon the special expertise and amount of experience involved, our institutional hourly rates range from \$625 per hour for our most experienced partners to \$195 per hour for our most junior lawyers. Our hourly rates for legal assistants range from \$195 to \$265 per hour, again depending upon the expertise and experience of those involved. These hourly rates are subject to change from time to time without notice.

We will bill the City for our services and disbursements on a monthly basis. Each statement will include a description of all time incurred, including the project to which it relates. Rob McCarthy will be the attorney in our firm primarily responsible for representing the City's interests on economic development matters in connection with the Matter. The billing rate for Rob McCarthy is \$465 per hour. Please note, however, that Bricker prides itself in providing legal service as a firm, and, as such, we will retain the discretion in the exercise of our professional judgment to assign portions of the work to attorneys and legal assistants who are best able to handle particular aspects of the representation on a cost efficient basis. However, while we may refer certain matters to other attorneys and legal assistants based on their individual knowledge and experience, we will continually maintain primary responsibility for making sure that each question is thoroughly and efficiently addressed by the attorney or legal assistant to which such matter is assigned.

### **Client Responsibilities**

You agree to cooperate fully with us and to provide promptly all information known or available to you relevant to our representation.

### **Other Matters**

We understand that the City is our client for purposes of this representation, not any of its respective individual members or officers. In addition, as you are aware, the Firm has previously, currently does, and in the future may serve as counsel to many Ohio local governments and special purpose entities, including, without limitation, conduit financing entities such as port authorities, energy special improvement districts, municipal corporations, townships, counties, and councils of governments with regard to matters unrelated to the Matter. You are further aware that some such unrelated matters involve our representation of such entities with respect to development transactions. We understand that the interests of the City and any such entities with regard to such unrelated matters is not adverse, and that by signing this letter, the City has consented to our previous, current, and future representation of such entities in those unrelated matters.

Additionally, we require assurance that our representation of the City in the Matter will not later be raised as an actual or potential conflict of interest in any future matter in which we

October 4, 2021

Page 4

may be representing other parties and not representing the City. Because of our vast and diverse representation of many other clients in and around the State of Ohio, including, but not limited to, public entities, banks, financial institutions, lenders, developers, and real estate sellers and buyers, it is possible that in the future, a dispute may arise between the City and another client that we represent, or a transaction in which the interests of the City do not coincide with those of another client that we represent, and we reserve the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work on the Matter, even if the interests of such clients in other matters are directly adverse to the City. The City has agreed, as a condition to our undertaking this engagement, that during the period of this engagement we will not be precluded from representing clients who may have interests adverse to the City, and that the City will waive any right to disqualify the Firm or otherwise object to our representation of such clients so long as (1) such adverse matter is not substantially related to our work on the Matter, (2) our representation of the other client does not involve the use, to the material disadvantage of the City, of any confidential information that we have obtained as a result of our representation of the City, and (3) we reasonably believe we will be able to diligently serve both the City on the Matter, and the other client on the different matter. The City further agrees that our representation of the City on the Matter will not disqualify us from continuing our representation of any financial institutions including undertaking the closing of new loans for existing or new clients, and that the City will waive any right to disqualify the Firm or otherwise object to such representation now or in the future.

In addition to the legal work the Firm provides to our clients, certain attorneys associated with the Firm also provide government relations services to various trade associations and other clients of the Firm who have engaged us to perform such services (“Government Relations Services”). The Government Relations Services may include, but are not limited to, advocating certain positions on behalf of a client before the Ohio General Assembly, and before various federal, state and local legislative or regulatory bodies or officials. Such services may include, but are not limited to seeking the enactment, repeal or amendment of various laws, regulations or ordinances. In connection with the Government Relations Services we provide, we may be engaged to advocate a position on issues that are adverse to the City’s interests.

By executing this engagement letter, the Firm and the City acknowledge that the City is not engaging the Firm to provide Government Relations Services, and our work for the City in the Matter will not disqualify the Firm from providing Government Affairs Services to other clients, even when the interests of the client for whom we are providing Government Affairs Services are adverse to the City’s interests. To the extent that such Government Relations Services present an actual or prospective legal conflict of interest, by executing this engagement letter, the City is agreeing to waive the right to disqualify the Firm from providing Government Relations Services to other clients.

We specifically reserve the right to withdraw from representation if we feel that we cannot properly represent the interests of the City. Likewise, should we at any time during the representation, even after the conflicts check, determine that representation of the interests of the

October 4, 2021

Page 5

City would conflict with our previous representation and/or previous relationship with other clients relative to the Matter, we reserve the right, after discussion with the City, and at our sole discretion, to withdraw from representation of the interests of the City, or refer that particular matter out to other counsel to handle.

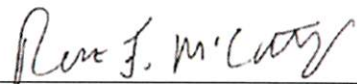
If the foregoing terms of this representation are acceptable to you, please so indicate by returning the enclosed copy of this letter signed by an appropriate officer, retaining the original for your files. If you have questions or concerns during the course of the representation, please do not hesitate to contact me at (614) 227-2308, (614) 560-4050 or at [rmccarthy@bricker.com](mailto:rmccarthy@bricker.com). We look forward to working with you.


Very truly yours,

AGREED:

BRICKER & ECKLER LLP

CITY OF HURON, OHIO

By:   
Robert F. McCarthy

By: 

Name: Matthew Lasko

Title: City Manager

Date: 10/13/21