

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 121

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO EMPLOY SPECIAL LEGAL COUNSEL AND ENTER INTO A RETAINER AGREEMENT FOR PROFESSIONAL SERVICES TO THE CITY OF STRONGSVILLE IN CONNECTION WITH MATTERS RELATING TO PROPERTY DAMAGE INCURRED AT THE WESTWOOD LIFT STATION ON WESTWOOD DRIVE IN STRONGSVILLE, AND DECLARING AN EMERGENCY.**

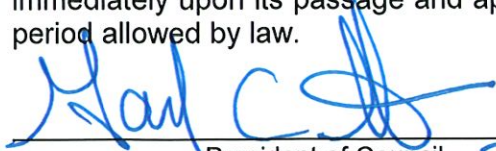
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to employ special legal counsel and enter into a retainer agreement with **ATTORNEY DAVID M. CUPPAGE**, and the law firm of **McCARTHY, LEBIT, CRYSTAL & LIFFMAN CO., LPA**, to provide professional legal services to the City with regard to a matter involving property damage to the Westwood Lift Station located at 14600 Westwood Drive in connection with the Westwood Lift Station Rehabilitation Project, as a result of prohibited discharges emanating from EMSCO Distributors located at 22350 Royalton Road, Strongsville, Ohio, in accordance with their proposal attached hereto as Exhibit "A", and as approved by the Law Director.

**Section 2.** That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the Sanitary Sewer Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and retainer agreement.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the retention of such legal services is immediately necessary in order to protect the legal interests of the City and provide representation to the City in connection with property damage incurred at the Westwood Lift Station, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

  
\_\_\_\_\_  
President of Council - *PRO-TEM*

Approved:   
\_\_\_\_\_  
Mayor

Date Passed: *September 16, 2024*

Date Approved: *Sept 16, 2024*

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 121  
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>Abstain</u>	_____
Clark	<u>✓</u>	_____
Kaminski	<u>✓</u>	_____
Kosek	<u>✓</u>	_____
Roff	<u>Absent</u>	_____
Short	<u>✓</u>	_____
Spring	<u>✓</u>	_____

Attest: *Quinn Pientka*  
Clerk of Council

Ord. No. 2024-121 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 09-03-24 Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. 09-16-24 Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. suspended Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: 09-16-24 Defeated: \_\_\_\_\_



David M. Cuppage  
Attorney at Law  
Phone: 216.696.1422, Ext. 232  
[dmc@mccarthylebit.com](mailto:dmc@mccarthylebit.com)

RECEIVED

AUG 12 2024

LAW DEPARTMENT  
CITY OF STRONGSVILLE

August 12, 2024

**VIA EMAIL ONLY**

Mayor Thomas P. Perciak  
c/o Neal M. Jamison, Law Director  
City of Strongsville  
16009 Foltz Parkway  
Strongsville, Ohio 44149

[Strongsville.law@strongsville.org](mailto:Strongsville.law@strongsville.org)

Re: Retainer Agreement

Dear Mayor Perciak:

You have asked this Firm to provide legal counsel and representation to the City of Strongsville (the "City") in the matter involving property damage to the Westwood Lift Station located at 14600 Westwood Drive in connection with the Westwood Lift Station Rehabilitation Project. The property damage appears to be the result of prohibited discharges emanating from EMSCO Distributors, located at 22350 Royalton Road, Strongsville, Ohio 44136.

This letter sets forth our Agreement concerning our representation of the City.

1. Unless otherwise agreed to in advance, hourly charges will be billed at the Firm's guideline rates for partners, associates, paralegals and legal assistants. My hourly rate for this representation will be \$350 per hour. In some instances, I may utilize other attorneys to do specific tasks under my direction because they will be able to perform them approximately in the same amount of time or less but at a lower cost to the City. We ask that you promptly review all billing statements and immediately bring to our attention any discrepancies or questions that you might have.
2. We shall have the authority to make advances for expenses on the City's behalf on such amounts we shall determine best in representing the City in this matter, but not to exceed \$250 without advance approval from you. Those advances may include (but are not necessarily limited to) expenses such as long distance telephone calls, photocopies (Xerox), travel, parking, deposition expenses, court costs and other disbursements which we deem are necessary to assist the City in the proper handling of the matter for which we are being retained.
3. This Agreement may be executed in counterparts. The Agreement may be modified only in writing signed by the parties to be bound.

**EXPECT MORE. GET MORE.**

mccarthylebit.com o: 216-696-1422 f: 216-696-1210

EX.A

Mayor Thomas P. Perciak  
c/o Neal M. Jamison, Law Director  
August 12, 2024  
Page 2

4. This Agreement represents the entire agreement between us as further governed by Ohio's Code of Professional Responsibility.
5. It is our practice to communicate by email where it is practical and appropriate. If, at any time you provide us with an email address or contact us by email, we will assume that you are agreeable to this form of communication.

We appreciate the opportunity to represent the City.

Please signify your acceptance of this Agreement by signing in the space provided below, completing the date and returning the originally-signed document to me.

Very truly yours,

McCARTHY, LEBIT, CRYSTAL & LIFFMAN  
CO., L.P.A.

David M. Cuppage

DAVID M. CUPPAGE

READ, APPROVED AND AGREED TO  
THIS 16<sup>th</sup> DAY OF ~~XXXXXX~~  
September, 2024.

The City of Strongsville

Thomas P. Perciak

By: Thomas P. Perciak

Its: Mayor