



June 25, 2025
Special Meeting
4:30 PM

Cleveland Heights City Hall
Council Chambers
40 Severance Cir
Cleveland Heights, Ohio

AGENDA - CLEVELAND HEIGHTS CITY COUNCIL MEETING

- 1) Meeting called to order by Council President
- 2) Roll Call of Council Members
- 3) Excuse absent members
- 4) **LEGISLATION**

Note: The title for each piece of legislation contains a parenthetical reference to the Council Committee within which the subject matter of the legislation falls. Council Committees are abbreviated as follows: (AS)-Administrative Services; (COTW)-Committee of the Whole; (CRR)-Community Relations and Recreation; (F)-Finance; (HB)-Housing and Building; (MSES)-Municipal Services and Environmental Sustainability; (PD)-Planning and Development; (PSH)-Public Safety and Health. See Resolution 97-2022 for a list of Council Committee subject matter areas.

a. First Readings – Consideration of Adoption Requested

ORDINANCE NO. 134-2025(COTW): First Reading. An Ordinance authorizing and directing the Mayor to execute an engagement letter with Singerman, Mills, Desberg, & Kauntz and Stephen L. Byron to serve as independent legal counsel for City Council; and declaring the necessity that this legislation become immediately effective as an emergency measure.

Introduced by Council President Cuda and Councilmembers Posch, Cobb, Larson, and Petras
Move for Adoption

- 5) **Adjournment**

NEXT MEETING OF COUNCIL: JUNE 30, 2025

Proposed: 06/25/2025

ORDINANCE NO. 134-2025(COTW), *First Reading*

By Council President Cuda and
Councilmembers Posch, Cobb, Larson, and
Petras

An Ordinance authorizing and directing the Mayor to execute an engagement letter with Singerman, Mills, Desberg, & Kauntz and Stephen L. Byron to serve as independent legal counsel for City Council; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council has the authority, pursuant to Article III, Section 6 of the Charter of the City of Cleveland Heights, to “hire or engage *** consultants, independent contractors, or other persons as it as it deems necessary for the proper discharge of its duties” and wishes to engage them for such purpose; and

WHEREAS, the Charter further provides that “*** [A]ny *** person so *** hired, or engaged by the Council shall serve at the pleasure of the Council and shall report to the President of Council, or the designee of the President of Council, as their supervisor”; and

WHEREAS, this Council finds and determines that Singerman, Mills, Desberg, & Kauntz, Co. L.P.A. and Stephen L. Byron are qualified to serve as independent legal counsel for this Council

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND HEIGHTS, OHIO:

SECTION 1. The Mayor shall be, and he is hereby, authorized and directed to execute an engagement letter with the law firm of Singerman, Mills, Desberg & Kauntz to provide independent counsel for City Council, substantially in accordance with the draft proposal attached hereto as Exhibit A and signed by attorney Stephen Byron.

SECTION 2. The Finance Director is authorized and directed to sign the Certificate of Available Funds that is appended to the engagement letter and transmit copies of the executed legislation and engagement letter to Singerman, Mills, Desberg, & Kauntz and Stephen L. Byron

SECTION 3. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken 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.

ORDINANCE NO. 134-2025(COTW)

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text to the City of Cleveland Heights website.

SECTION 5. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Cleveland Heights, such emergency being the necessity to retain outside counsel to assist Council with pressing legislative business at the earliest possible time. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

TONY CUDA
President of Council

ADDIE BALESTER
Clerk of Council

PASSED:

Presented to Mayor: _____ Approved: _____

KAHLIL SEREN
Mayor

sbyron@smdklaw.com

June __, 2025

VIA USPS AND EMAIL

Council of the City of Cleveland Heights
c/o Council President Tony Cuda
Cleveland Heights City Council
40 Severance Circle
Cleveland Heights, Ohio, 44118

Dear Council:

We understand you are interested in having the City of Cleveland Heights, and specifically the City Council (“Council”) engage Singerman, Mills, Desberg & Kauntz Co., L.P.A. (“SMDK”) to serve as an independent legal consultant to the Council on legislative matters.

It is our understanding that there are potential conflicts of interest that may prevent the City’s Law Director, William Hanna, from providing Council legal advice on certain subject matters that may be opposed by the City’s administration. Specifically, there may be legislation or other legislative action that is desired by Council that might be subject to veto or opposition by the Mayor of Cleveland Heights.

As you may know, Article III, Section 6 of the Charter of the City of Cleveland Heights grants authority to Council to independently seek such assistance as it may need to perform its role as the legislative branch of the government of the City of Cleveland Heights:

Council may appoint, employ, hire, or engage any other employees, consultants, independent contractors, or other persons as it deems necessary for the proper discharge of its duties. The Clerk of Council and any other person so appointed and employed, hired, or engaged by the Council shall serve at the pleasure of the Council and shall report to the President of Council, or the designee of the President of Council, as their supervisor.

This provision gives Council the authority to hire or engage consultants or independent contractors, including independent legal counsel. Council may exercise this authority by enacting the ordinance that has been submitted with this engagement letter. Upon the passage of the ordinance and execution of this letter by the Council President and the Finance Director, legal services will be provided in accordance with this agreement.

TERMS OF ENGAGEMENT

At the beginning of an attorney-client relationship, we believe that it is important to clearly set forth the terms of the engagement, including the scope and nature of the services to be provided. The purpose of this engagement letter is to set forth the scope of our representation of the Client and to explain SMDK's billing policies and payment terms. By using a standard form letter of this type, SMDK wishes to be sure that all of its clients receive comparable information regarding their engagements. If you have any questions concerning any of the provisions of this letter, or if it is not in accord with our understanding, please call me immediately.

Scope of Engagement. It is our understanding that our representation involves assisting the Council with various legislative matters, including the drafting of legislation and legal memoranda, as conflicts exist or may exist with other municipal officials in the City. We obviously would be pleased to represent you and consult with you on such other matters as may arise from time to time, but this engagement is limited to providing special counsel to the City of Cleveland Heights Council.

Legal Fees and Billing Policies. I will be the responsible partner in charge of matters assigned to us by you. My hourly rate is \$350 per hour. Our attorneys' hourly rates range from \$240 to \$515 per hour. We generally review and adjust our hourly rates on an annual basis. Accordingly, our hourly rates are subject to change. We will endeavor to assign work to the lowest cost person capable of providing the required service in a timely, competent manner. This means that I may be assisted by others with whom you may have direct contact. We believe that such direct contact is essential in order to avoid duplication of effort and miscommunication. I have attached for your review and reference a statement of our firm's billing policies. Please review these policies and let me know if you have any questions.

Except as provided above, we will bill the City monthly at our standard rate based upon services performed in the previous month, including disbursements incurred on your behalf.

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.

Terms of Engagement. Either of the Client or SMDK 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 interest and, if you so request, we will suggest to you possible successor counsel and provide them with whatever material you have provided to us. If our engagement involves litigation

and permission for withdrawal is required by a court, we will promptly apply for such permission and will assist you as you may desire to obtain successor counsel to represent you.

If our representation involves a specific legal matter, our representation of the Client, unless previously terminated, will terminate upon our sending the Client our final statement for services rendered in connection with such matter. Following such termination, any otherwise non-public information you have supplied to us and 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 our engagement, will be retained by SMDK. In order to minimize unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or any materials retained by us within a reasonable time after the termination of engagement.

SMDK reserves the right to withdraw from representation if, among other things, the Client fails to honor the terms of this letter, by failing to cooperate or follow attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in SMDK's view, render our continued representation unlawful or unethical.

Internet Communications. The Client acknowledges that in connection with our work for the Client, we may correspond or convey documentation via Internet e-mail unless the Client expressly requests otherwise. The Client understands that neither the Client nor SMDK has control over the performance, reliability, availability or security of Internet e-mail.

Conflicts of Interest. The Client understands that SMDK represents many companies, political subdivisions and individuals. It is possible that during the time that we are representing the Client, the Client or some of SMDK's present or future clients will be engaged in transactions, or encounter disputes with you. The Client agrees that SMDK may continue to represent, and may undertake in the future to represent, existing or new clients in any matter, including litigation, that is not substantially related to our work for the Client even if the interests of such clients in those matters are directly adverse to the Client. SMDK agrees, however, that the Client's advance consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Client, SMDK has obtained proprietary or other confidential information of a non-public nature that, if known by such other client, could be used in such other matter to the Client's material disadvantage.

Insurance. The Client should understand that, where the scope of our representation involves or may involve a claim or potential claim against the Client, the Client may have an insurance policy that may provide coverage of some sort for the claim or potential claim. Insurance companies are

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offering a wide variety of insurance products, and we urge you to consult with your insurance agent or carrier about the potential for insurance coverage for any claim or potential claim. Unless the Client specifically requests our advice and provides us with a copy of the policy, we assume no obligation to advise the Client with respect to insurance coverage for any claim or potential claim within the scope of our representation.

Questions About Billing. You are encouraged to discuss with me any questions you have about statements for services rendered to you.

The purpose of this letter is to attempt to avoid any misunderstanding with respect to the terms of our engagement, and the rendering of legal services by SMDK. Should you have any questions concerning the terms of our engagement, please give me a call.

The Council may authorize this agreement by enacting appropriate legislation. I have provided a sample that should be reviewed by Law Director William Hanna. I have also appended a Certificate of Available Funds to this agreement, which should be signed by the Finance Director upon the passage of the Ordinance by Council. Once we have legislation enacted, and a signed Agreement and Certificate is received, we can commence our working relationship.

We appreciate the opportunity to represent you in connection with these matters and look forward to working with you.

Very truly yours,

Stephen L. Byron, Esq.

C: Tony Cuda, City Council President
William Hanna, Law Director

SLB/al
Enclosure

APPROVED BY COUNCIL ON THE _____ DAY OF _____, 2025

Kahlil Seren, Mayor

CERTIFICATE OF AVAILABLE FUNDS

I certify that Twenty-Five Thousand Dollars (\$25,000), has been lawfully appropriated for such purpose and is in the treasury or in the process of collecting to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date: _____

Finance Director

SINGERMAN, MILLS, DESBERG & KAUNTZ STATEMENT OF BILLING POLICIES

LEGAL SERVICE FEES:

Our policy is to bill monthly, based on services performed in the previous month, including expenses incurred on your behalf. Generally, we bill on an hourly basis. However, in determining our legal service fees, time charges may not be the only criteria used. We may also consider other applicable factors such as the difficulty of the matter, time limitations imposed by the client or by the circumstances, the skill requisite to perform the legal services properly, the responsibility involved and the results obtained, and Singerman, Mills, Desberg & Kauntz reserves the right to bill appropriately in such cases.

EXPENSES:

Out-of-pocket charges billed to you would include such items as commercial messenger deliveries, filing fees, transcripts, outside copying, printing costs, travel and related expenses such as meals and lodging. If we are required to work under time constraints that require staff overtime, our practice is to bill for such overtime. Your bills also will reflect charges for additional expenditures made on your behalf such as reproduction charges. There will be no charge for telephone calls or facsimiles (other than international calls).

The standard charges for the services described above are as follows:

<u>Service</u>	<u>Current Charge</u>
Photocopies	0.15/page
Conference calling	Pass through of costs
Computerized legal research	Actual account charges billed to us by the vendors

Out-of-pocket charges in excess of \$500 will be sent directly to you for payment or, if you prefer, we can establish a separate expense retainer that will be held in escrow to be applied against these expenses.

EXPERTS:

In the event that it becomes advisable to retain other experts or professionals, such as local or other counsel, financial advisors, valuation consultants, auditors or appraisers, you will be directly responsible for retaining such experts, who will bill you separately. In circumstances where it may be appropriate for us to engage the expert (such as to preserve any applicable privilege), you nonetheless will be responsible directly for entering into satisfactory financial arrangements with such experts.

ESCROW ACCOUNT:

If we receive for your account funds from a third party that, in our judgment, are large enough to earn a material amount of interest, we will discuss investment options with you. If, in our judgment, the funds are not large enough, or are not to be held long enough, to earn at least \$50 of interest, we will place these funds in our Firm's escrow account.

PAYMENT:

Payment is due on receipt and, except as expressly agreed to otherwise, is not contingent or dependent on the outcome of the engagement, such as concluding a transaction or prevailing in a lawsuit. We reserve the right to end our work on this matter and any other matters for which we may be engaged for you or any affiliates of yours, and to withdraw from the representation on proper notice if we do not receive payment in full when due.

CREDIT CARD PAYMENT:

In order to make it more convenient for our clients to pay their invoices in a timely manner, we accept credit cards. If you would like to pay by credit card, please contact our office for appropriate processing instructions. We reserve the right to limit the dollar amount that a client may pay using a credit card.

PAST DUE INVOICES:

We reserve the right to charge interest at the rate of 1-1/2% per month on any invoices which remain unpaid more than 30 days after the date of invoice.

Stephen L. Byron
PRINCIPAL

T: (216) 292-5807
F: (216) 292-5867

BIOGRAPHY

Mr. Byron has extensive experience in municipal law. He holds unparalleled insight on the wide range of problems unique to government entities, such as compliance with open-meeting and public record requirements, analyzing risks of liability for governmental action, and the drafting and administration of defensible zoning laws. Mr. Byron has served as legal counsel to a dozen charter review commissions and served as the chairman of three charter review commissions for the City of Willoughby.

Mr. Byron serves as law director for the City of Pepper Pike, the Village of Waite Hill, the Village of Hunting Valley, and Orange Village and has served each of those communities for at least ten years. Mr. Byron was recently appointed law director of the Village of Kirtland Hills. Further, Mr. Byron has served as the law director for the Village of Chagrin Falls and as the solicitor of the Village of Lakeline and the Village of North Perry.

In addition to those roles, Mr. Byron acts as special counsel to a variety of governmental and non-governmental entities. For example, he has acted as special counsel for the City of Wooster, the City of Willoughby, the City of Shaker Heights, the South Euclid-Lyndhurst School District, the Brooklyn School District, the Willoughby-Eastlake School District, the Ohio Municipal League, the Ohio Municipal Attorneys Association, and the International Municipal Attorneys Association.

Recognized for his expertise, Mr. Byron has often lectured to the Northeast Ohio Law Directors Association, the Cuyahoga County Metropolitan Bar Association, the Ohio Municipal Attorneys Association, and the Ohio Municipal League.

Mr. Byron also advises private parties who are the subject of adverse governmental action, either in the real estate development process or in other building and zoning related matters.

HONORS/AWARDS

- Rated AV Preeminent in Martindale-Hubbell
- Ohio Super Lawyers, 2023
- Best Lawyers in America, 2024

PRACTICE AREAS

- Public Sector

EDUCATION

- Case Western Reserve University School of Law, Cleveland, Ohio, 1991 J.D.
- Kenyon College, Gambier, Ohio, 1988 A.B.

PROFESSIONAL ASSOCIATIONS & MEMBERSHIPS

- Northeast Ohio Law Directors Association, 1993-Present, Past President, 2004-2005
- Ohio Municipal Attorneys Association, 1993-Present
- Lake County Bar Association, Grievance Committee Member, 1993-2012
- Lake County Blue Coats, Board of Trustees, Legal Counsel to the Board, 2007-Present
- Lake County Law Library Association, Board of Trustees, 2001-2012
- Lake County Law Library Resources Board, Vice President, 2012-Present
- Willoughby Rotary Club, 1993-Present, Past President, 1999-2000, Board of Directors, 1995-2001
- Willoughby Charter Review Commission, Chairman, 2000, 2006 and 2012

BAR ADMISSIONS

- Ohio, 1991
- U.S. Court of Appeals, Sixth Circuit
- U.S. District Court, Northern District of Ohio

Paul J. Singerman
PRINCIPAL

P: (216) 292-5807
F: (216) 292-5867

BIOGRAPHY

Mr. Singerman has extensive experience in real estate and business transactions. Mr. Singerman represents residential and commercial developers in connection with all aspects of their real estate acquisitions and development in his real estate practice. Mr. Singerman counsels developers and acquirers of low-income housing projects, assisting such clients with all aspects of their transactions, including low-income housing tax credit syndications, tax-exempt and taxable bond financing and HUD/FHA assisted financing. Mr. Singerman also represents developers utilizing historic tax credits and new market tax credits in the financing of their projects. In his commercial loan transaction practice, Mr. Singerman represents financial institutions and borrowers in connection with the documentation and restructuring of real estate and commercial lending transactions. Mr. Singerman also acts as general counsel and advisor to closely-held businesses, advising businesses and owners in all aspects of the business including employment matters, business contracts, mergers, acquisitions and dispositions.

Mr. Singerman is a member of the Cleveland Metropolitan (member, Corporation, Banking and Business Section and Bankruptcy and Commercial Law Section), Ohio State and American (member, Business Law Section and Real Property, Probate and Trust Law Section) Bar Associations. Mr. Singerman has been the Chair of the Cleveland Metropolitan Bar Association Real Estate Institute and has lectured numerous times on lending and real estate related matters.

Mr. Singerman has been named an "Ohio Superlawyer" by Cincinnati Magazine every year since 2004, and has been named in The Best Lawyers in America every year since 2007.

Mr. Singerman received his B.A. degree from Case Western Reserve University in 1980 and his J.D. degree from Case Western Reserve University School of Law, where he graduated Order of the Coif, in 1983.

Mr. Singerman is extensively involved with community and charitable organizations. He is a Member of the Board of Directors and the President of the Cleveland Jewish News Foundation and a member of the Board of Directors and Executive Committee of the Cleveland Jewish Publication Company. Mr. Singerman also is a member of the Board of Trustees and an executive officer of the Cleveland National Air Show. Mr. Singerman is an ex-officio member of the Board of Trustees and is a past President of Temple Israel/Ner Tamid in Mayfield Heights, Ohio.

HONORS/AWARDS

- The Best Lawyers in America, 2007-2019
- Ohio Superlawyer, Cincinnati Magazine, 2004-2019

PRACTICE AREAS

- Commercial Real Estate
- Business Organization and Transaction
- Commercial Lending

EDUCATION

- Case Western Reserve University Law School, Cleveland, Ohio, 1983 J.D. **Honors:** Order of the Coif
- Case Western Reserve University, Cleveland, Ohio, 1980 B.A.

BAR ADMISSIONS

- Ohio, 1983

Evan S. Hirsch
PRINCIPAL

P: (216) 292-5807

F: (216) 292-5867

BIOGRAPHY

Mr. Hirsch focuses his practice on representing individuals and companies engaged in real estate and business transactions. His clients include manufacturers and service providers in various industries, as well as tenants, landlords, developers, and lending institutions. Mr. Hirsch has experience in commercial real estate acquisitions, sales, development, financing, leasing and joint venture formation. He is also experienced in business acquisitions and sales, corporate organization/governance, and general contract drafting and review.

Mr. Hirsch is a member of the International Council of Shopping Centers (ICSC), Cleveland Metropolitan Bar Association, Ohio State Bar Association, and American Bar Association. In addition, he serves on the Board of Directors for of the Jewish Federation of Cleveland, and the Board of Trustees for the Orange Hill Estates Homeowners Association. Mr. Hirsch also serves as an attorney volunteer for the Goldman Sachs 10,000 Small Businesses program.

Mr. Hirsch has served as a contributing author to Consumer Credit: Law Transactions and Forms, published by Matthew Bender & Company, a host of the Forum 360 television program in Northeast Ohio, and a Councilman in Orange Village, Ohio.

HONORS/AWARDS

- Best Lawyers in America 2018 - 2023
- Ohio Super Lawyers 2022
- Ohio Super Lawyers "Rising Star" 2016 - 2021
- Thomson Reuters Lead Counsel Rating

PRACTICE AREAS

- Commercial Real Estate
- Commercial Lending
- Business Organization and Transactions
- Public Sector

PAST EMPLOYMENT

- Jones Day, Cleveland, Associate
- Roetzel & Andress, Cleveland, Associate

EDUCATION

- The Ohio State University Moritz College of Law, Columbus, Ohio 2006
- Boston University, Boston, Massachusetts 2003: Magna Cum Laude

PROFESSIONAL ASSOCIATIONS

- Cleveland Metropolitan Bar Association
- Ohio State Bar Association
- American Bar Association
- International Council of Shopping Centers

BAR ADMISSIONS

- Ohio, 2006