



**McCARTHY LEBIT
CRYSTAL & LIFFMAN CO., LPA**
1111 Superior Avenue East, Suite 2700, Cleveland, OH 44114

Mark Wallach
Of Counsel
Writer's Ext. 382
miw@mccarthylebit.com

December 17, 2025

SENT VIA EMAIL

City of Cleveland Heights
William Hanna, Director of Law
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114
(whanna@ralaw.com)

City of Shaker Heights
William Gruber, Director of Law
3400 Lee Road
Shaker Heights, OH 44120
(william.gruber@shakerheightsoh.gov)

Re: Engagement to represent Cleveland Heights and Shaker Heights regarding status of Lower Lake and Lower Lake Dam

Dear Mr. Hanna and Mr. Gruber:

Thank you for deciding to retain McCarthy, Lebit, Crystal & Liffman Co., LPA to represent the City of Cleveland Heights and the City of Shaker Heights (together, "Cities"), in connection with a review of the decision of the Northeast Ohio Regional Sewer District ("NEORS") to change its recommendations regarding the reconstruction versus removal of Lower Lake dam, elimination of the Lake, presence or absence of stormwater management benefit, including: requesting documents from NEORS, and possibly other public entities related to Lower Lake and the dam; reviewing documents received from NEORS as well as from Cities and other agencies as appropriate; communicating with NEORS and Cities regarding documents and information obtained; communicating with consulting expert hydrologic engineer, review options relating to Lower Lake and advise Cities on their legal position vis-à-vis information gained from activities described above; potentially assist in responding to public concerns and comments about legal issues related to Lower Lake; and to provide legal advice in connection with threats of potential litigation against the Cities from third parties.

As I am sure that you are aware, because of the nature of the matter and because of the possibility of the occurrence of presently unpredictable and unforeseeable circumstances, I am not in a position to estimate the amount of time necessary to represent you in this matter. Our firm usually represents clients on an hourly basis based on our regular fee schedule in force when time is spent on the matter. My current hourly rate is \$575.00 with fractions of hours computed in periods of not less than tenths of an hour; however, as an accommodation to Cities, I will reduce my rate to \$350 per hour for this engagement only. Other attorneys in the firm may assist me as necessary in representing you in this matter; their hourly rates will vary depending on their levels of experience and expertise but will not exceed \$350 per hour in any case.

Certain out-of-pocket expenses, such as filing fees, copying costs, facsimile charges, postage, and delivery charges, may be incurred during our representation. With respect to expenses less than \$250.00, we will advance them and itemize them for reimbursement. We ask that you pay any expenses greater than \$250.00, which may include the fee for court reporter services to transcribe depositions.

It is understood and agreed that the fees and expenses incurred in this engagement will be split 50/50 between Cities, with a maximum fee of \$100,000 for the engagement. We agree to bill each city its respective share of the fees and expenses, based on the 50/50 split, and to look only to such city for payment of that city's portion of the cost.

If this engagement agreement meets with Cities' approval, please sign and date a copy of this letter where indicated below and return it to my office.

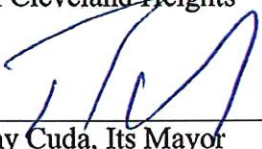
We are pleased to represent Cities in this matter and assure you that we will pursue your interests as diligently and expeditiously as possible.

Sincerely yours,

/Mark Wallach/

City of Cleveland Heights

By


Tony Cuda, Its Mayor

Date:

12/19/25

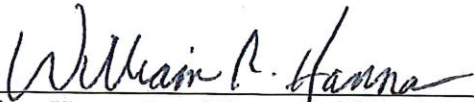
City of Shaker Heights

By

David Weiss, Its Mayor

Date:

APPROVED FOR FORM:



William Hanna, Law Director of Cleveland Heights

William Gruber, Law Director of Shaker Heights

EXPECT MORE. GET MORE.

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

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Sincerely yours,

/Mark Wallach/

City of Cleveland Heights

By _____ Date: _____
Tony Cuda, Its Mayor

City of Shaker Heights

By *David Weiss* Date: 12-19-25
David Weiss, Its Mayor

APPROVED FOR FORM:

William Hanna, Law Director of Cleveland Heights

William de Onof Gruber 12-17-20
William Gruber, Law Director of Shaker Heights

EXPECT MORE. GET MORE.
mccarthylebit.com o: 216-696-1422 f: 216-696-1210

CERTIFICATE OF DIRECTOR OF FINANCE
Fiscal Officer Certificate

The undersigned fiscal officer of the City of Cleveland Heights hereby certifies that the funds required to meet the obligations of the City for services rendered under this agreement by:

McCarthy, Lebit, Crystal & Liffman Co., LPA

which shall not exceed:

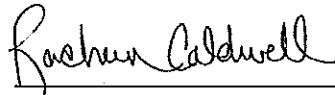
Fifty thousand & 00/100 Dollars

\$ 50,000.00

have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Revised Code.

12/31/2025


Date



Rachun Caldwell, Interim Finance Director

The sum of \$ 15,000 is on and after
(date) 1-12-26 in the City Treasury or in
process of collection, to the credit of Fund #
101, and not appropriated for any
other purpose.

Purchase Order No. 364



John J. Potts, Director of Finance

Date: 1-12-26