

CITY OF CHEVIOT
STATE OF OHIO

RESOLUTION NO. 16 - 21

TO APPROVE THE RETENTION OF DINSMORE AND SHOHL, L.L.P., AS COUNSEL FOR THE CHEVIOT COMMUNITY IMPROVEMENT CORPORATION.

WHEREAS, the City of Cheviot has recently authorized the creation of the Cheviot Community Improvement Corporation; and

WHEREAS, one of the likely actions of the Cheviot Community Improvement Corporation will be to issue bonds for the public improvement of the City of Cheviot; and

WHEREAS, Dinsmore and Shohl, L.L.P., as the successor to Peck, Shaffer, and Williams, has been the bond counsel for the City of Cheviot for many years; and

WHEREAS, it is in the best interest of the City of Cheviot to appoint Dinsmore and Shohl, L.L.P., as counsel for the Cheviot Community Improvement Corporation;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHEVIOT, STATE OF OHIO, THAT:

Section 1. The retention of Dinsmore and Shohl, L.L.P., as counsel for the Cheviot Community Improvement Corporation is hereby approved.

Section 2. The Safety-Service Director is authorized and directed to sign the representation agreement which is attached hereto and made a part hereof as "Exhibit A."

Section 3. This resolution shall take effect immediately.

Deborah M. Slaughter
President of Council

September 6, 2016

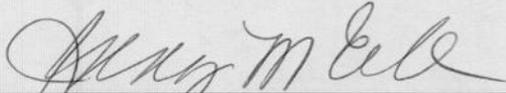
Date passed

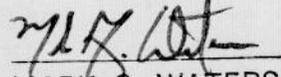
Samuel D. Keller
Mayor

Date approved

Attest:

APPROVED AS TO FORM:





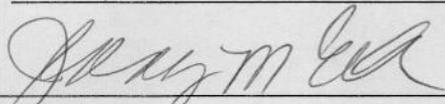
MARK G. WATERS
LAW DIRECTOR

Jenny M. Eilermann
Clerk of Council

CERTIFICATION OF PUBLICATION

I, Jenny M. Eilermann, Clerk of the Council of the City of Cheviot, Ohio, hereby certify that the foregoing resolution, or a succinct summary, was published in the *Western Hills Press*, a newspaper of general circulation in the City of Cheviot, Ohio, in accordance with Section 731.21 of the Ohio Revised Code, on the following dates :

- 1) 9-14, 2016, and
2) 9-21, 2016.



Jenny M. Eilermann
Clerk of Council

Brenda A. Wehmer
(513) 639-9217 (direct) ^ (513) 977-8141 (fax)
brenda.wehmer@dinsmore.com

August 15, 2016

Caroline Statkus
Economic Development Director
City of Cheviot, Ohio
3814 Harrison Avenue
Cheviot, Ohio 45211

Re: Engagement as General Counsel for Cheviot Community Improvement Corporation

Dear Caroline:

You have asked us to act as General Counsel to the Cheviot Community Improvement Corporation (the "CIC"), and to undertake this engagement pursuant to the terms of this letter. This letter is to describe our services, responsibilities and fees.

Scope of Engagement and Duties to Be Performed

As General Counsel our initial role will be to help the City of Cheviot establish the Community Improvement Corporation (the "CIC"). Upon creation of the CIC our functions will be to attend regular meetings of the Board of Directors of the CIC upon request; provide legal advice; review documents; prepare requested documents; explain the provisions of the relevant sections of the Ohio Revised Code; answer any questions concerning such sections; provide advice as to the application of such sections; draft or review any necessary documents for CIC activities. In addition, we will assist the CIC with an application to the Internal Revenue Service for tax-exempt status as an Internal Revenue Code Section 501(c)(3) charitable organization.

In rendering our services, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by you with applicable laws relating to the CIC and activities undertaken by the CIC. During the course of this engagement, we will rely on you to provide us with complete, accurate and timely information on all developments pertaining to the CIC. We understand that you will direct members of your staff, your officers and other employees of the CIC to cooperate fully and in a timely manner with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties as General Counsel do not include:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation.
- (d) Representing the CIC in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) Addressing any other matter not specifically set forth above that is not required in connection with regular activities of the CIC.

Although separate engagement may be undertaken for any of the above listed services.

We may ordinarily draft suggested forms for customary transaction documents and certificates, we do not assume responsibility for verifying the truth or completeness of facts certified as true and complete by others, nor do we assume responsibility for examining legal questions for which other participating lawyers are engaged. We will not review the financial condition of any Business Owner or the feasibility of any project which may be proposed. We will assume no responsibility with respect to real estate or personal property title matters.

We assume that we will have the full cooperation of the appropriate officials of the CIC and any others necessary to successfully complete our duties.

Compensation and Reimbursement

Based upon (i) our current understanding of the terms of our engagement, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the engagement and (iv) the responsibilities we will assume in connection therewith, our fees as General Counsel will be \$300 per meeting which we attend; and other work will be undertaken at an hourly rate of \$375 per hour of partner time, \$225 per hour of associate attorney time and \$150 per hour of paralegal time devoted to a particular matter. In addition we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, fax charges, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements. We will bill for work quarterly unless, the CIC requests we submit monthly statements.

Miscellaneous

We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement letter, you will not seek to engage any firm other than Dinsmore & Shohl LLP to serve as General Counsel.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to any particular transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the completion of any particular transaction covered by this engagement letter.

Upon execution of this engagement letter, the CIC will be our client and an attorney-client relationship will exist between us. Our services as General Counsel are limited to those contracted for in this engagement letter; the CIC's execution of this engagement letter will constitute an acknowledgment of those limitations.

We regularly act as Counsel to several of the School Districts, Townships and municipalities within Hamilton County. Applicable ethical rules prohibit us from undertaking the representation of parties if our professional judgment is likely to be affected by our multiple representation unless it is obvious that we can adequately represent the interests of each client and we obtain the consent of both clients after full disclosure of the possible effect of such representation on the exercise of our independent professional judgment on both clients. We do not believe that our previous or future representation of overlapping or surrounding entities will adversely affect our representation of, or our relationship with, you or *vice versa*, and seek your consent by the execution of this letter.

As you are aware, our firm represents many political subdivisions. It is possible that during the time that we are representing the CIC, one or more of our present or future clients may have transactions with the CIC. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from this transaction so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our representation of you. Execution of this engagement letter will signify the CIC's consent to our representation of others consistent with the circumstances described in this paragraph.

Page 4

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

DINSMORE & SHOHL LLP

By: Brenda A. Wehmer
Brenda A. Wehmer

Accepted and Agreed to this

_____ day of _____, 2016

CITY OF CHEVIOT

By: _____
