

RESOLUTION NO. 37-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE 3rd
DAY OF June, 2019.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO A FEE ENGAGEMENT AGREEMENT
WITH DINSMORE & SHOHL LLP FOR SPECIAL LEGAL COUNSEL
SERVICES FOR ECONOMIC DEVELOPMENT MATTERS.

WHEREAS, the City of Centerville desires to engage special counsel to assist the
City with economic development matters; and

WHEREAS, Dinsmore & Shohl LLP has the ability to provide economic
development legal services on an "as needed" basis; and

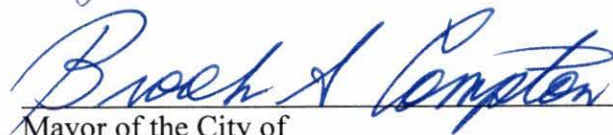
WHEREAS, it is the desire of the City to retain Dinsmore & Shohl LLP on an "as
needed" basis for economic development legal services.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is hereby authorized to execute a contract or
engagement with Dinsmore & Shohl LLP to provide economic development legal services
to the City of Centerville upon the basis of its Engagement Letter dated May 16, 2019 and
attached hereto as exhibit "A".

Section 2. That this Resolution is to take effect at the earliest date allowed by
law.

PASSED THIS 3rd day of June, 2019.



Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrew

Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 37-19, passed by the Council of the City of Centerville, Ohio on the 3rd day of June, 2019.

Carin R. Andrews

Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



Legal Counsel.

DINSMORE & SHOHL LLP
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Cincinnati, OH 45202
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Brenda A. Wehmer
(513) 639-9217 (direct) ^ (513) 977-8141 (fax)
brenda.wehmer@dinsmore.com

May 16, 2019

City of Centerville
100 West Spring Valley Road
Centerville, Ohio 45458
Attn: Wayne Davis
City Manager

Re: Engagement as Special Counsel for Economic Development Matters

Dear Wayne:

You have asked us to act as Special Counsel with respect to one or more economic development transactions by the City of Centerville, Ohio (the "City"), 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 Special Counsel our functions will be to 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, and draft or review the necessary documents should the City decide to pursue a particular transaction.

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 any proposed tax exemptions or other incentive programs. 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 any aspect of the transactions. We understand that you will direct members of your staff, your officers and other employees of the City to cooperate fully and in a timely manner with us in this regard. In rendering our services, we may also expressly rely upon counsel to other parties to the transactions as to certain matters where appropriate.

In addition to rendering the services detailed above, we expect to perform the following duties for each particular economic development transaction:

- (a) Draft or review the basic legal documents required for authorization creation, securing, and completion of a particular economic development transaction.
- (b) Review legal issues relating to the transaction.
- (c) Assist the City in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the transaction.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties as Special 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 City 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 to complete the transaction.

Although we 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 Developer or the feasibility of the project which is being proposed. We will assume no responsibility with respect to real estate or personal property title matters. All matters of title with respect to real estate will be the responsibility of general counsel to each Developer or a title insurer.

We assume that we will have the full cooperation of the appropriate officials of the City and any others necessary to successfully complete a particular transaction. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions which may be necessary to complete the transaction.

Compensation and Reimbursement

Based upon (i) our current understanding of the terms and schedule of the transaction, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the transaction and (iv) the responsibilities we will assume in connection therewith, our fees as Special Counsel will be \$400 per hour of partner time, and \$225 per hour of associate attorney time devoted to a particular transaction. In addition we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements. Our fee is normally paid upon completion of the transaction and we customarily do not submit any statement until completion, unless there is a substantial delay in completing the transaction or the City decides not to pursue a particular transaction. If a particular transaction is delayed beyond six months, we reserve the right to present an interim statement for payment. We will bill for non transactional economic development work quarterly.

Miscellaneous

Our willingness to undertake the functions described herein with respect to any particular transaction will be based upon the facts available to us at that time. We will commence our function with respect to the transaction after determining that nothing has come to our attention at that time which would lead us to conclude that there are any legal obstacles to the completion of the transaction. We will proceed with the understanding that should anything come to our attention prior to the transaction, which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to advise the City to complete the transaction.

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 Special Counsel in connection with a particular transaction.

At your request, papers and property furnished by you for a particular transaction will be returned promptly upon receipt of payment for outstanding fees and client charges relating to this transaction. 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 termination of any particular transaction covered by this engagement letter.

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in any particular transaction covered by this engagement letter. We further assume that except as set forth below all other parties understand that in a transaction covered by this engagement letter we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary

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among the parties. Our services as Special Counsel are limited to those contracted for in this engagement letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

We regularly act as Bond Counsel to several of the School Districts, Townships and municipalities within Montgomery and Greene Counties as well as each of the counties. However, we will not be representing them with respect to the City of Centerville economic development transactions as either Bond Counsel or Special Counsel unless specifically consented to in separate engagement letters with appropriate disclosure and waivers. 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. Because Economic Development transactions can involve compensation to one or more of the overlapping entities in the jurisdiction of a particular project, we want to provide you with sufficient information to allow you to evaluate the ramifications of our representation of the other entities in previous and future unrelated transactions and the significance of granting your consent. This transaction may involve compensation to the various overlapping entities within the jurisdiction of the project, in exchange for certain tax exemptions and/or incentives pursuant to the Ohio Revised Code. Despite these possible limitations, we do not believe that our previous or future representation of overlapping entities in unrelated matters will adversely affect our representation of, or our relationship with, you or *vice versa*, and seek your consent by the execution of this letter. Should any conflicts arise in the future we will notify you immediately and discuss with you our ability to continue to represent the City.

As you are aware, our firm represents many political subdivisions and private entities. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in a particular transaction. 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 that transaction. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph. When a specific conflict arises which professional ethical rules require be separately disclosed and waived, we will present both parties with separate conflict waivers.


The City has the right to terminate or renegotiate this engagement at any time upon payment of any fees due and owing pursuant to any engagement hereunder.

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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

Per 
Brenda A. Wehmer

Accepted and Agreed to this

_____ day of _____, 2019

CITY OF CENTERVILLE, OHIO

By: _____

Title: _____

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions.
Department of Law
Scott A. Liberman
Municipal Attorney