The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on October 21, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NO. 26-1021D

A RESOLUTION APPOINTING BEST BEST & KRIEGER LLP AS SPECIAL OUTSIDE COUNSEL FOR TELECOMMUNICATIONS AND CELL-TOWER LEASE MATTERS AND DECLARING AN EMERGENCY

WHEREAS, Hamilton Township requires specialized legal services in connection with the review, analysis, negotiation, and drafting of telecommunications lease and license agreements, including matters concerning the existing telecommunications site located at 7796 South State Route 48 and proposed modifications to that site; and

WHEREAS, Best Best & Krieger LLP has experience in telecommunications matters and has offered to provide those specialized legal services to the Township pursuant to an engagement letter dated October 19, 2026, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Engagement Letter"); and

WHEREAS, pursuant to Sections 504.15 and 309.09(B)(1) of the Ohio Revised Code, the Board of Trustees may employ an attorney other than the Township Law Director when the Board finds additional legal counsel advisable or necessary, provided that the employment is ordered by the Board, duly entered upon its journal, the compensation for the legal services is fixed, and the compensation is paid from the township fund; and

WHEREAS, the Board of Trustees finds it advisable and necessary to employ Best Best & Krieger LLP as additional legal counsel for the limited purposes described in this Resolution and finds that doing so is in the best interests of the Township.

WHEREAS, the Board of Trustees further finds that immediate commencement of the specialized legal services is necessary to protect the Township's interests and allow the timely review, analysis, and negotiation of the telecommunications matters described in this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Hamilton Township, Warren County, Ohio that:

SECTION 1. Pursuant to Sections 504.15 and 309.09(B)(1) of the Ohio Revised Code, the Board of Trustees hereby orders the employment and appoints Best Best & Krieger LLP as special outside counsel to represent Hamilton Township in connection with reviewing, analyzing, and advising the Township concerning its existing and pending telecommunications lease and license agreements, including the existing telecommunications site located at 7796 South State Route 48 and proposed modifications thereto, and researching, advising, negotiating, and drafting agreements for related telecommunications projects. This order shall be duly entered upon the journal of the Board of Trustees.

SECTION 2. The Board of Trustees hereby approves the Engagement Letter and fixes the compensation for the legal services in accordance with its terms, including hourly rates of $365 for Gregory Caffas and $485 for Gail Karish and the then-current individual public rates stated in the Engagement Letter for any other attorneys or legal professionals reasonably called upon to perform services, together with the costs and expenses authorized by the Engagement Letter. The compensation shall be paid from the township fund. The Township Administrator is authorized to execute and administer the Engagement Letter and any documents necessary to carry out this Resolution, subject to approval as to form by the Law Director.

SECTION 3. Best Best & Krieger LLP shall serve as special outside counsel solely for the matters described in this Resolution and the Engagement Letter and shall coordinate its representation with the Township Administrator and the Law Director. Nothing in this Resolution alters the appointment, authority, or duties of the Township Law Director.

SECTION 4. It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Hamilton Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. Pursuant to divisions (A) and (B) of Section 504.11 of the Ohio Revised Code, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Hamilton Township and for the further reason that the Township must promptly commence the specialized legal services authorized herein to protect its interests in ongoing telecommunications matters. Accordingly, this

Resolution shall take effect and be in force immediately upon its adoption.

Mr. Cordrey seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey -	Aye ✓	Nay _____
Joseph P. Rozzi -	Aye ✓	Nay _____
Mark Sousa -	Aye ✓	Nay _____

Resolution adopted this 21st day of October, 2026.

Attest:

Leah Elliott

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder

Ben Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on October 21, 2026.

Date: October 21, 2026

Leah Elliott

Leah M. Elliott, *Fiscal Officer*

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EXHIBIT A
to Resolution No. 26-1021D

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Gregory Caffas
Of Counsel
(202) 370-5302
gregory.caffas@bbklaw.com

October 19, 2026

VIA DOCUSIGN
JWRIGHT@HAMILTON-TOWNSHIP.ORG

Jeff Wright, Administrator
Township of Hamilton, OH
7780 South State Route 48
Hamilton Township, OH 45039

Re: Engagement Letter

Dear Mr. Wright:

Best Best & Krieger LLP (the "Firm" or "BBK") is pleased to have the opportunity to represent the Township of Hamilton, OH, in connection with reviewing, analyzing, and advising the Township on its existing and pending telecommunications lease and license agreements, including the existing site located at 7796 South State Route 48, Maineville, OH 43039, and proposed modifications thereto, in addition to researching, advising, and negotiating and drafting agreements for related telecommunications projects (the "Matter"). This letter and the resources mentioned in it explain our client-focused business practices.

FEES AND BILLING PRACTICES

For this work, we will bill at our current public rates, which is $365 per hour for my time. BBK partner Gail Karish will also oversee work performed under this agreement and her current billing rate is $485 per hour.

If other attorneys and/or legal professionals are called upon to work on this or other matters that might arise, they will bill at then-current individual public rates which are based on experience and areas of expertise. Those hourly rates currently fall within the following ranges: Partners and Of Counsel range from $355 - $695 per hour; Associates range from $295 - $415 per hour; Paralegals, Law Clerks and Analysts from $220 - $285 per hour, and Pension Consultants and Government Affairs from $300 - $550 per hour. Our rates are adjusted annually every July 1st, with advanced written notice. Rate adjustments usually follow market trends as well as the Consumer Price Index (CPI) as is appropriate for each of our areas of specialization.

Our administrative processes associated with fees, costs, and billing are described in the memorandum attached to this letter, entitled "Engagement Terms and Policies." You should consider the Engagement Terms and Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

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CLIENT RECORDS AND INFORMATION

Consistent with its obligations under the rules governing the practice of law and industry standards, BBK implements policies and procedures in an effort to maintain the security and confidentiality of your information, both during and after our attorney-client relationship. Upon the conclusion of the Matter, unless otherwise instructed by you, we will retain the records related to the matter for a period of five years after which we will securely dispose of those records.

CIVILITY AND PROFESSIONAL COURTESY

In all matters we handle for clients, courtesy is customarily honored with opposing counsel, if any, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your matter.

CONFLICTS OF INTEREST

BBK is prohibited from taking on any representation of a client that creates a conflict of interest under the applicable rules of professional conduct governing lawyers. In general, a conflict of interest arises when a law firm represents one client in a matter where that client's interests are directly adverse to the interests of another of the law firm's clients. A law firm may undertake representation of a client in a matter that creates a conflict of interest only with the informed consent of all affected clients. In order to identify potential conflicts of interest, it is BBK policy to conduct a conflicts check before any new client representation or any new matter on behalf of an existing client, as well as during the course of our representation in a matter if and when new parties become involved. As a result, it is important for you to keep us informed of any new individuals or entities involved in the Matter. If BBK identifies any conflicts of interest involving representation of you, we will discuss that with you promptly and address any necessary informed consent in a separate letter. If there are any other conflicts-related considerations related to our representation of you, we will address those in a separate writing, as well.

IDENTITY OF CLIENT – AFFILIATED OR RELATED PARTIES

Our client in the Matter is the Township of Hamilton, OH. This representation does not extend to any affiliates, subsidiaries, owners, employees, agents, or relatives, as examples. This means that we owe no attorney-client obligations to any such parties, including obligations related to conflicts of interest. That is, we may take on matters for other clients that involve your affiliates, subsidiaries, owners, employees, relatives, or agents, among other such related parties, without creating a conflict of interest under the applicable rules of professional conduct.

TERMINATION

You have the right to terminate our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Engagement Terms and Policies memorandum. This could happen if you fail to pay our

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fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

As I mentioned, please do not hesitate to contact me with any questions regarding the foregoing. If these terms are acceptable to the Township of Hamilton, OH, please sign this letter.

Best regards,

Gregory Caffas
Of Counsel
for BEST BEST & KRIEGER LLP

AGREED AND ACCEPTED:

Township of Hamilton, OH

By: _____
Jeff Wright, Administrator

Dated: _____

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ENGAGEMENT TERMS AND POLICIES

Best Best & Krieger's Engagement Terms and Policies applies to any current or future legal matters handled by Best Best & Krieger, LLP ("BBK") for the individual or entity ("Client") receiving legal services. Except as modified by an engagement letter or any future agreement, it summarizes BBK's billing practices and certain other terms that apply to your engagement with BBK.

The attorney-client relationship works best when there is a clear understanding of fees, expenses, billing, and payment terms. This statement explains BBK's billing policies and procedures. The Client is encouraged to raise any questions about these policies. Questions about a specific bill may be directed to BBK's Accounts Receivable Team at accounts.receivable@bbklaw.com. Any billing arrangements different from those described below will be confirmed in a separate written agreement between Client and BBK.

GENERATIVE ARTIFICIAL INTELLIGENCE

BBK uses a variety of advanced technology tools. During the course of this engagement, BBK may use generative artificial intelligence ("GenAI") to enhance and streamline certain aspects of our services. We may use GenAI for document review, research and drafting, as well as other tasks. We require attorney review of all GenAI output, and do not rely on GenAI to make legal judgments. Like any technology, GenAI may present risks, including the risk of errors in GenAI-generated content, data security vulnerabilities, and system malfunctions. BBK has implemented appropriate administrative, technical, and contractual safeguards to mitigate these risks, including using tools with confidentiality protections where appropriate, limiting the type of information input, and maintaining lawyer oversight of GenAI-generated outputs. Use of GenAI may reduce the attorney and staff time required to perform certain tasks. Our use of GenAI is consistent with applicable professional obligations, including guidance provided by The State Bar of California in its Practical Guidance for the Use of Generative Artificial Intelligence in the Practice of Law and the American Bar Association Formal Opinion 512. By signing this agreement, you agree that we may use GenAI in connection with your matters(s).

NOTICE TO TEXAS CLIENTS

Pursuant to Texas Government Code Section 81.079, Texas attorneys must provide notice to clients of the existence of the grievance process.

This notice can be accessed by accessing the following website: https://bbklaw.com/texasgrievanceprocess

FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is stated in the engagement letter, fees for legal work will be based primarily on the time spent by BBK personnel working on the Client's behalf. In certain circumstances, which will be discussed and agreed upon in writing, fees may also be determined by the complexity of the matter and the experience required of the team handling it. Hourly rates reflect the skill and experience of the attorney or other legal personnel providing services. All legal services are billed in one-tenth of an hour (0.10/hour) increments, equal to six minutes. Hourly rates are disclosed in the applicable agreement you sign with BBK, either as specific rates or as rate ranges. Hourly rates are reviewed periodically, typically on an annual basis. Any adjustments resulting from these reviews will take effect automatically and will apply to all affected clients. This document serves as written notice of such rate changes.

Because legal matters involve many variables, any fee estimates provided by BBK—whether for budgeting purposes or otherwise—are only approximations and are not binding.

BBK may employ non-attorney personnel under the supervision of a BBK attorney when reasonably necessary in the judgment of the responsible attorney. Common non-attorney roles include paralegals, municipal analysts, litigation analysts, paraprofessionals, law clerks, case clerks, specialty consultants, administrative assistants, and research assistants. Rates or rate ranges for these personnel are noted in written agreement between the Client and BBK. No separate charge is made for secretarial or word-processing services; those costs are included in the hourly rates. BBK charges for audit letter responses

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when these services are required for Client financial matters. Current rates and titles for non-attorney personnel are available upon request.

FEES FOR OTHER SERVICES, COSTS AND EXPENSES

In addition to fees for professional legal services, BBK charges separately for certain other services and expenses used by each client. These charges may include, but are not limited to, mileage at the current IRS-approved rate per mile, document delivery charges, copy/scan/print charges, computerized research, court filing fees, and other court-related costs such as court reporter and transcription fees. BBK may advance costs and incur expenses on Client's behalf on an ongoing basis. These items are separate from attorneys' fees and are billed as out-of-pocket expenses.

BBK provides Electronically Stored Information Support and Storage ("ESI") services for matters with a document population over 1GB—typically litigation or threatened litigation matters. BBK's rates for basic ESI processing and storage are as follows, per month, based on the number of gigabytes ("GB") processed and stored:

Data Volume	**Monthly Rate per GB**
1GB -250GB	$10 per GB
251GB - 550GB	$8 per GB
551GB - 750GB	$6 per GB
751GB - 1TB	$4 per GB

These rates allow BBK to recover the costs of providing ESI services, plus a net profit. BBK believes these rates are lower than comparable services offered by third-party vendors. If Client wishes to contract separately with a third-party vendor for ESI processing and storage, written notice should be sent to PracticeSupportServices@bbklaw.com. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for these services is available upon request.

ADVANCE DEPOSIT TOWARD FEES AND COSTS

From time to time, BBK may require an advance deposit, the amount of which will depend on the circumstances of the representation and will be discussed with the Client. Additional advances may also be requested if the scope of work expands or significant costs are anticipated.

All advance deposits are held in BBK's client trust account (IOLTA). Monthly invoices will reflect any application of the deposit to fees and/or costs. At the time the Client engages BBK, the Client also authorizes BBK to withdraw funds from the trust account as fees and/or costs are incurred. Any unused balance will be returned to the Client at the conclusion of the matter.

INVOICE AND PAYMENT OPTIONS

BBK issues monthly invoices for legal services and expenses. Each reflects professional fees and other charges for work performed through the prior month, plus expenses processed on Client's behalf. Time entries or expenses may occasionally appear on later invoices. All billed items are valid and payable.

Invoices are delivered through BBK's secure online portal, which also accepts payment. Other payment options appear on each invoice. If a W-9 is required, email accounts.receivable@bbklaw.com. Invoices are due upon receipt, and fees are not contingent on the outcome of any matter.

Billing questions should be raised promptly after receipt so they can be addressed quickly. BBK may terminate its engagement and withdraw as attorney of record if invoices are not paid on time.