



Applegate Fifer Pulliam

C. Gregory Fifer
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February 7, 2022

City of Charlestown Redevelopment Commission
c/o Donna Ennis, President
304 Main Cross Street
Charlestown, IN 47111

RE: Engagement Letter for Legal Representation
Matter Description: Charlestown Depot Street Revitalization
Our File Number: 2643-002

Dear Donna:

This will acknowledge receipt of the assignment to represent the City of Charlestown Redevelopment Commission (the "Commission") in the referenced matter. Thank you for selecting Applegate Fifer Pulliam LLC to provide legal services on your behalf. We are not currently aware of any conflicts with past or existing clients which would preclude our representation. If we become aware of any potential conflict of interest, we will immediately advise you so that appropriate decisions can be made.

The purpose of this letter is to confirm our agreement to represent the Charlestown Redevelopment Commission and document our policies with respect to client representation and billing. It is our understanding that our scope of representation will be to assist with the proposed Charlestown Street Revitalization project (the "Engagement").

Applegate Fifer Pulliam LLC's charges are based on hourly rates, which may be adjusted from time to time. Time charges accrue and are recorded for all time spent on your behalf for things such as: telephone calls, client meetings, factual investigation, legal research, correspondence, drafting and preparing contracts and other business agreements, memoranda, notes, legal briefs or other documents, court appearances, travel, organizing client files, and for all other time spent on your behalf. The current hourly rate for my services is \$325.00, but you will be charged my discounted governmental rate of **One Hundred Eighty-five Dollars (\$185.00) per hour**. In consideration for this discount, Applegate Fifer Pulliam LLC will also be entitled to charge a local bond counsel fee in an amount up to one-half of one percent (0.5%) of the principal amount of any bonds that are subsequently issued by the Commission with respect to this project. If appropriate, other attorneys, paralegals and legal assistants may also provide services for you at this same rate. Further, legal services provided for any long-term financing of construction projects or capital improvements through bond issues are not subject to this hourly compensation provision but will be billed separately on a lump-sum basis.

In addition to our hourly fees, we ask that you pay all necessary and reasonable out-of-pocket expenses incurred or paid out by us in the performance of our services. These costs and expenses may include, where appropriate, such items as filing fees, witness fees, depositions, overnight mail, travel expenses, and all similar costs and expenses paid out in connection with our work for you. Out-of-pocket costs and expenses will be separately specified on each statement without additional mark up.

If you ask for an estimate of likely fees and expenses, please be aware that it is virtually impossible to determine at the beginning of a matter the full nature and extent of the legal services required because they depend largely upon the actions of other parties or governmental agencies, or upon facts or issues not yet known. For that reason, our firm cannot be bound by any oral or written estimate of the fees and costs for a particular matter or service at its inception, and the final fees or costs billed and payable may vary as a result. Also, your obligation to pay fees and expenses is not contingent upon your perceived success in this matter.

From time to time, you will receive statements from us identifying the nature of each professional service provided. In most cases, these statements will be prepared on a monthly basis. We ask that you pay your account promptly each month or, in the alternative, discuss a payment plan prior to expenses and legal fees being incurred. By your signature below, you acknowledge that Applegate Fifer Pulliam LLC reserves the right to withdraw from your case for non-payment of fees or, if fees remain unpaid after the service has been provided, that Applegate Fifer Pulliam LLC can commence suit against you to recover the unpaid fees and also recover my attorney fees for doing so, and all other relief to which Applegate Fifer Pulliam LLC is entitled in commencing the suit.

Applegate Fifer Pulliam LLC may at times express opinions in the form of advice and counsel regarding objectives, strategies for meeting the objectives, and factual or legal analysis relating to those objectives and strategies. Any such statements will be intended as opinions only, and will not constitute assurances or guarantees.

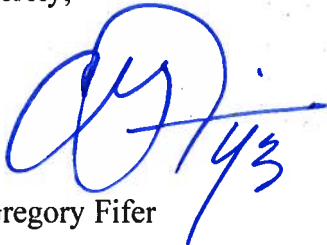
Applegate Fifer Pulliam LLC is obligated to protect the confidential or privileged information communicated by you consistent with the rules of professional responsibility. In view of the confidential nature of our communications, it is important that we are in agreement upon what kinds of communications technology we will employ in the course of this engagement. The use of cellular phones, fax machines, electronic mail, the Internet, or other new forms of communication raises risks of interception of information by, or inadvertent disclosure to, third parties. Unless you specifically indicate otherwise, we may use such means of communication to communicate with you.

Any original documents you leave with our office will need to be returned to you. Please call us if you believe we are holding any of your original documents in our file. Applegate Fifer Pulliam LLC has a records retention and destruction policy under which your file may eventually be destroyed. Therefore, we urge you to safely preserve your legal documents.

I sincerely appreciate the opportunity to represent the Commission. This letter sets forth all agreements between your company and Applegate Fifer Pulliam LLC as of the date of signing below.

The terms set forth here shall survive the completion or termination of the Engagement. Please review this letter carefully. If it is consistent with your understanding of the Engagement, please sign the extra copy of this letter and return it to my office.

Sincerely,



C. Gregory Fifer

I have read the foregoing and I understand and agree to these terms:

**CITY OF CHARLESTOWN
REDEVELOPMENT COMMISSION**

Dated: _____

By: _____
Donna Ennis, President

Invoice Delivery Method (select preferred method):

Via U. S. Mail delivered to: City of Charlestown Redevelopment Commission
304 Main Cross Street
Charlestown, IN 47111

OR

Via electronic delivery emailed to: _____ Attn: _____

CGF\hrr