



# TAYLOR, MINNETTE, SCHNEIDER & CLUTTER, P.C.

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*Attorneys at Law*

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January 3, 2023

Town of Avon  
Avon, Indiana 46123

**Re: Engagement**

Dear Council Members:

Please allow this letter to confirm that we appreciate the opportunity to continue to serve as attorneys for the Town of Avon. We understand that our responsibilities will include preparing for and attending meetings of the Council and the Town's various Boards and Commissions, except the Police Merit Commission, assisting the Town Manager and other staff, representing the Town in litigation, and performing other legal services as directed by the Council. Fees for bond work will be negotiated on a case- by- case basis based upon our estimate of the time required for the particular project.

We agree to perform the requested services at our preferred governmental rate. The preferred governmental rate is our firm's lowest available billing rate. For 2023, this rate is \$225.00 per hour for all attorneys, unless the attorney performing work has a lower hourly rate, in which case the lower hourly rate will apply. This preferred rate represents a substantial savings to our preferred governmental clients over our normal billing rates. For example, my normal billing rate is \$325.00 per hour. The other attorneys in the firm have rates which range from \$190.00 per hour to \$325.00 per hour. We offer this preferred rate to only select governmental clients

We do not charge for our office overhead (postage, telephone toll charges, fax charges, etc.). If, during the course of our representation of the Town, we believe that it is necessary to incur expenses on behalf of the Town, we will obtain permission prior to incurring the expense.

We will provide invoices to the Town on a monthly basis. These invoices will include an itemized and detailed description of the work performed, the time spent on each legal service, the date on which the work was performed, and the name of the attorney performing the work. We will normally mail these invoices by the 1st day of the month for the previous month. We generally expect to be paid within thirty (30) days of your receipt of the invoice. If you have any questions regarding any charge, please simply call me to discuss.

**Lebanon**

117 W. Main Street  
Lebanon, IN 46052  
P: 765-483-8549 / F: 765-483-9521

**Crawfordsville**

105 N. Washington Street  
Crawfordsville, IN 47933  
P: 765-361-9680 / F: 765-361-9690

**Indianapolis**

7855 S. Emerson Avenue, Suite S  
Indianapolis, IN 46237  
P: 317-550-4333 / F: 317-550-4325

**Covington**

2522 W. US Highway 136  
Covington, IN 47932  
P: 765-814-2001 / F: 765-814-2005

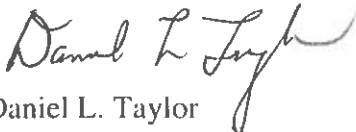
I will have the primary responsibility of performing the legal services described in this letter and will make other experienced municipal attorneys in our firm available if I am unavailable to provide these services. If more than one (1) attorney attends a meeting, hearing or conference, you will be charged as if only one (1) attorney is present unless you specifically agree to pay for more than one attorney.

Consistent with the Rules of Professional Responsibility, you may terminate this relationship at any time. If this occurs, we will assist in the transition to your new attorney. We will provide a final bill for services rendered and request that you pay it as outlined herein.

Also consistent with the Rules of Professional Responsibility, please understand that our client is the Town Council, or its respective Board or Commission, and not any individual member of the Council, or its respective Board or Commission. All requests for inspection of our files, directions in legal matters, or other requests for information are controlled by the majority vote of the Council, or its respective Board or Commission. If we receive a request to perform work, disclose information, or inspect our files, we will seek the direction from the applicable Council, Board or Commission as a group in order to respond appropriately unless the Council, Board or Commission has specifically directed otherwise.

We value our relationship with you and look forward to continuing that relationship and working toward the beneficial advancement of the Town. If you believe that this letter accurately expresses our agreement, please have the Council President sign below and return one (1) of the originals to us. If you believe the letter does not accurately represent our agreement, please let me know. Thank you for the opportunity to serve the Town.

Sincerely yours,

  
Daniel L. Taylor

Accepted this \_\_\_\_ day of January, 2023.

AVON TOWN COUNCIL

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Julie Loker, Clerk-Treasurer