

John R. Molitor

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November 15, 2016

Lauren Bailey
Director of Planning and Community Development
Town of Whitestown
6210 Veterans Drive
Whitestown, IN 46075

Re: Engagement of PC/BZA Attorney for 2017

Dear Lauren:

I am very pleased to submit this letter to confirm my engagement to continue to serve as the Town's Plan Commission/Board of Zoning Appeals (PC/BZA) attorney for calendar year 2017. This letter confirms the terms on which I will serve.

SCOPE OF SERVICES

As counsel to the Whitestown PC and BZA, I will perform the following legal services as and when requested by you:

1. Represent the PC and BZA, which shall include providing same with legal advice, attending all meetings of same, and representing same in court and before administrative agencies.
2. Research and advise the PC and BZA on matters of municipal law and issues related thereto.

3. Attend any additional meetings involving officials of the Town of Whitestown as requested.

CONFLICTS

As you are aware, I represent other governmental and business entities. It is possible that, during the time I am representing the PC or BZA, some of my present or future clients will have disputes or transactions with the PC, the BZA, or the Town. My representation of clients is governed by the Rules of Professional Conduct ("RPC"), as adopted by the Supreme Court of Indiana. Under Rule 1.7(a) of the RPC, I am precluded from representing a client if representation of that client will be directly adverse to another client unless (1) I reasonably believe that my representation will not adversely affect my relationship with the other client and (2) each client consents after consultation. Furthermore, under Rule 1.7(b) of the RPC, I am precluded from representing a client if representation of that client will be materially limited by responsibilities to another client or my own interests unless (1) I reasonably believe that the representation will not be adversely affected and (2) my client consents after consultation.

The Town shall agree that I may continue to represent, or may undertake in the future to represent, any existing or new client in any matter that is not substantially related to my work for the PC or BZA. I agree, however, that your prospective consent to such representation shall not apply in any instance where, as a result of my representation of the PC or BZA, I have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in such other matter by such other client to the material disadvantage of the PC, the BZA, or the Town.

FEES AND CHARGES

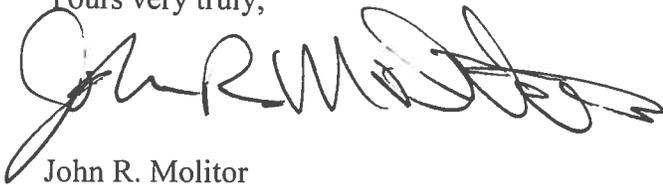
My fees in this matter will be based on my hours actually worked as set forth in attached Exhibit A, incorporated herein by this reference. I agree to bill my travel time at one-half (1/2) my regular hourly rate, with no charge for travel time to and from destinations in the Town of Whitestown or elsewhere in Boone County. In representing the PC and BZA, I also make other charges in addition to my fees, including international telephone tolls; messenger, courier and express delivery charges; printing and reproduction charges (in-house copying at 10c/copy); and filing fees. My fees and other charges will be billed on a monthly basis and are due within thirty (30) days of receipt.

You may terminate my engagement as counsel at any time by simply notifying me. I may terminate my engagement for the nonpayment of fees and where I am required or permitted to do so by the Rules of Professional Conduct after giving you reasonable notice and allowing time for you to engage successor counsel.

If this letter accurately sets forth our agreement and your understanding, please so indicate in the space provided below and return a signed copy of this letter to me. I ask you to acknowledge that, in reviewing and executing this letter, you have not relied on any advice provided by me but instead have acted solely in reliance upon the advice of other counsel.

I look forward to continuing to work with you in service to the citizens of Whitestown. If you have any questions, please call me.

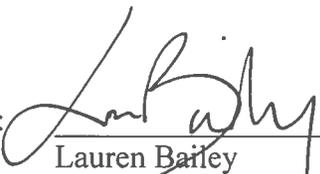
Yours very truly,



John R. Molitor

AGREED AND ACKNOWLEDGED:

TOWN OF WHITESTOWN

By: 

Lauren Bailey
Director of Planning and Community Development

DATED: 11/15/16

EXHIBIT A

Schedule of Fees and Charges

(Effective January 1 – December 31, 2017)

Monthly Planning and Zoning Retainer. For (a) preparing for and attending the regular, monthly meetings of the Whitestown Plan Commission (including any committees of the Commission), and the Whitestown Board of Zoning Appeals, plus special meetings of the Commission or Board and other public meetings or hearings involving members of the Commission, the Board, the Town Council, and/or other Town officials in respect to planning and zoning business, which shall include related interaction with such officials for up to one (1) hour before or after each meeting, up to and including a total of twenty-four (24) meetings during the twelve (12) month period listed above:

\$1,300.00/month

(PLEASE NOTE: This Retainer will be billed to the attention of the Director of Planning and Community Development, on a monthly basis.)

Litigation and Other Matters. For representation of the Commission and/or Board in litigation matters; for all matters, including but not limited to legal research and preparation of legal memoranda involving projects, topics, and ordinances (including conferences in connection therewith) which require extensive additional time, research, and preparation; and on such other matters as may be requested or assigned by the Commission or Board; the following governmental rate will be charged:

\$250.00/hour

Exceptions. (1) There will be NO CHARGE for travel time to and from destinations within the Town of Whitestown or elsewhere in Boone County. (2) Travel time to and from destinations outside of Boone County will be billed at one-half (1/2) the regular rate, or \$125.00/hour.

(PLEASE NOTE: Unless otherwise directed by the Commission or Board, all charges for Litigation and Other Matters will be billed separately, to the attention of the Director of Planning and Community Development, on a monthly basis.)