

**STEUERWALD, WITHAM
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ATTORNEYS AT LAW



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December 3, 2025

Danville Town Council
49 N Wayne St
Danville, IN 46122

RE: Proposal for Services as Danville Town Attorney for 2025-2026
Our File No.: 8.23

Dear Danville Town Council Members:

Thank you for choosing Steuerwald, Witham & Youngs, LLP ("SWY") to represent the Danville Town Council ("Town Council"). We appreciate the trust and confidence you have shown in us. The purpose of this letter is to confirm the terms, goals, and responsibilities of our engagement. To that end, undersigned Attorney, Graham T. Youngs, proposes to serve as Danville Town Attorney ("Town Attorney" or "undersigned Attorney") for the remainder of the 2025 calendar year and the 2026 calendar year under the following terms and conditions:

Meetings. For the sum of \$36,000 per year, the Town Attorney or a member of SWY, shall attend all regularly scheduled meetings of the Town Council, Plan Commission, and Board of Zoning Appeals as requested, and give such consultation and advice as requested. Reasonable expenses for travel, postage, and such other out-of-pocket expenses shall be additionally compensated as incurred. The sum of \$36,000 shall be paid in 12 equal monthly installments.

Fees are Based Upon Work Performed. SWY is committed to providing legal services in an effective and economical manner. As such, our fee for legal services performed outside of meeting attendance identified above will be billed on an hourly basis at 10th-of-an-hour increments. The Town Attorney's current billing rate is \$300 per hour. To the extent Gregory Steuerwald or Edward Hannon perform tasks for the Town their time will also be billed at the rate of \$300 per hour. Associate attorney Abby Mean's time will be billed at \$250 per hour.

Billable Time. Billable time shall include any work performed outside of the regularly scheduled meetings of the Town Council, Plan Commission, and Board of Zoning Appeals identified above, including but not limited to, the following: preparing ordinances, preparing other documents necessary to the operation of the Town Council, other meetings and consultations, court time, all telephone conversations, reviewing and/or responding to emails, letters, research, preparing documents, summarizing and/or organizing documents, communications with opposing counsel, general case work, trial or hearing preparation, research, travel time, and correspondence to and on your behalf.

Bonds. When so directed, and in conjunction with Bond Counsel hired by the Town Council, the Town Attorney shall handle all bond issues as General Counsel for the Town, and shall be paid a reasonable fee approved by the Town Council.

Out-of-County Litigation; Employment Law and Specialized Matters. The scope of undersigned counsel's representation does not include employment matters. The Town Attorney may recommend counsel of his choice, subject to the Town Council's approval, on any out-of-county litigation, employment law matters, or other specialized matters when the Town Attorney deems it necessary to do so. The local counsel and/or other counsel shall be paid by the Danville Town Council upon presentation of a claim approved by the Town Attorney. The Town Council will be presented the understanding on fees and expenses with such local counsel or employment counsel as soon as practicable prior to such local counsel undertaking representation.

Invoices. It is SWY's intent to provide invoices on a monthly basis. In addition to the fee for meeting attendance, the invoices will describe the Town Attorney's services and itemize expenses in accordance with SWY's standard firm policies. These expenses include such items as mileage and related expenses, certified postage, delivery, or courier services, and recording and filing fees. SWY would appreciate if you would pay them promptly upon receipt. Should you have any questions regarding any invoice, please contact our office and we will address your concerns promptly.

Professional Responsibility Considerations. It is further understood that the Town Attorney and other members of his firm do, and are permitted to, represent criminal defendants in all courts and that they further represent the Danville Police Merit Board, Clayton Town Council, Stilesville Town Council, Morgan County Regional Sewer District, Hendricks County Board of Commissioners, Hendricks County Regional Sewer District, Hendricks County Plan Commission, and the Hendricks County Board of Zoning Appeals.

It is further understood and agreed that the Town Attorney will not be required to initiate any action by the Town of Danville against the above-referenced entities. To the extent a conflict of interest arises between the Town of Danville and one of the

entities identified above, the undersigned Attorney will, if he deems it necessary, recuse or withdraw himself from representation of the Town.

It is further understood and agreed that as attorney for the Town Council, the undersigned Attorney will not be required to initiate any action by one public official against another public official, unless so directed by the Town Council, but will defend all elected officials in any suits brought against them in their official capacity, except any suit alleging malfeasance or the violation of a criminal statute by a public official unless otherwise directed by the Town Council.

Termination by Any Party. The Town Council has the right at any time to terminate the undersigned Attorney's representation without notice. That termination will not relieve the Town of the obligation to pay for all services rendered before the termination. Given the unique nature of the attorney-client relationship, and the status of various time-sensitive matters, the Town Attorney agrees to give the Town Council 30 days' notice of any intention to withdraw from representation.

If the Town Attorney elects to withdraw from representation, the Town agrees to take all steps necessary to free him of any obligation to perform further and the Town agrees to pay undersigned Attorney for all services provided before withdrawal.

Conclusion. If the foregoing terms and conditions accurately summarize and confirm the understanding of our new attorney-client relationship, please indicate your approval and acceptance by dating, signing, and returning this letter. If we do not receive a signed copy but you allow us to proceed, we will assume you agree. You should retain a copy of this letter for your records.

Once again, we appreciate this opportunity to serve you. Should you have any questions or concerns with regard to the matters discussed in this letter, please do not hesitate to contact me. We look forward to working with you.

Very Truly Yours,
STEUERWALD, WITHAM & YOUNGS, LLP

/s/ Graham T. Youngs
Graham T. Youngs

GTY/

AGREED TO AND ACCEPTED:

The Town Council for the Town of Danville, Indiana:

By: David Potter, President

Dated:_____

By: Michael Chatham, Vice President

Dated:_____

By: Bret Doub, Council Member

Dated:_____

By: Greg Irby, Council Member

Dated:_____

By: Chris Gearld, Council Member

Dated:_____