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August 31, 2023

Sent via email: earlhamcityhall@mchsi.com

Mary Sue Hibbs
City of Earlham
140 South Chestnut Avenue
Earlham, IA 50072

RE: Engagement Letter – Amendment No. 2 to the Earlham Urban Revitalization Plan

Dear Mary Sue:

The purpose of this Engagement Agreement (“Agreement”) is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Earlham, Iowa (the “City”) in connection with Amendment No. 2 to the Earlham Urban Revitalization Plan (the “Amendment”) for the Earlham Urban Revitalization Area (the “Urban Revitalization Area”), in accordance with Iowa Code Chapter 404.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare the Amendment (“Amendment”) in accordance with Iowa Code Chapter 404;
2. Prepare letters of instructions, notices of meetings, and partial agendas for City Council proceedings related to the Amendment;
3. Prepare proceedings for a resolution setting the date of a public hearing on the Amendment;
4. Prepare proceedings to be used on the date fixed for the public hearing and adoption of the Amendment;
5. Prepare an amendment to the ordinance designating the Urban Revitalization Area, if needed to modify the Urban Revitalization Area’s boundaries;
6. Answer questions and advise City staff and the Council throughout the adoption process for the Amendment; and

7. Complete a transcript file record related to the adoption of the Amendment.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Amendment;
2. Defending any legal challenges to or arising out of the Amendment;
3. Acting in a financial advisory role;
4. Administering the Urban Revitalization Area or Urban Revitalization Plan, as amended, after the adoption of the Amendment (and after completion of the transcript file on the Amendment); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Council meetings in order to accomplish our work. We will be coordinating our services with you and other City staff, as directed by the City. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the City Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Amendment is adopted/approved by the Council and our final invoice has been paid.

FEES

The attorneys working in the economic development practice area of the firm, including myself, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. My current hourly rate is \$250. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$200-\$425 per hour). Work by legal assistants is currently billed at \$135-\$150 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be

billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the City’s request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

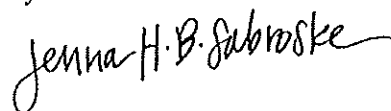
Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Jenna H.B. Sabroske

Accepted and approved on behalf of the City Council of the City of Earlham, Iowa*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2023.
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