

BILL NO. 378

ORDINANCE NO. 374

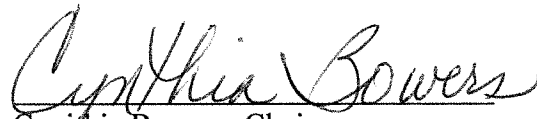
AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH TODD STREILER OF STREILER PLANNING, LLC FOR SERVICES AS VILLAGE PLANNER.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF INNSBROOK, MISSOURI, AS FOLLOWS:

Section I: The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with **Todd Streiler**, Streiler Planning, LLC, relative to the terms and conditions in the contract provided as stated in this bill.

Section II: This Ordinance shall be in full force and effect both from and after the date of its passage and approval by the Chairman and Board of Trustees.

Said Bill was passed and approved this 12th day of August, 2025 by the Board of Trustees of the Village of Innsbrook, Missouri, after having been read by title or in full two times prior to passage.



Cynthia Bowers, Chairman
Board of Trustees

(seal)

ATTEST:



Karen Denson
Village Clerk

ATTACHMENT A

INDEPENDENT CONTRACTOR AGREEMENT FOR PLANNER SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR PLANNER SERVICES AGREEMENT (the “Agreement”), is made and entered into as of the 12th day of August 2025 (the “Effective Date”), by and between the Village of Innsbrook, a political subdivision organized under the laws of the State of Missouri (“Village”), and Streiler Planning, LLC, a Missouri limited liability company (“Planner”), pursuant to the following terms and conditions:

WHEREAS, the Village desires to retain the services of Planner to assist the Village with various planning and zoning tasks and other items; and

WHEREAS, it is the desire of the Village to have Planner serve as an independent contractor of the Village; and

WHEREAS, Planner desires to offer comprehensive planning and zoning consultation services to the Village.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Planner agree as follows:

1. **Duties.** Planner hereby agrees to perform planning services specifically requested by the Village, which may include the duties more particularly described in “Exhibit A,” which is attached hereto and incorporated by reference. Planner shall receive direction from the Chairman of the Board of Trustees or the Chairman of the Planning and Zoning Commission regarding which planning services to perform, prior to commencing any such services. Planner shall diligently and to the best of Planner’s ability perform all duties under this Agreement. The Chairman of the Board of Trustees, or the Board of Trustees as a whole, retain the right to request that Planner, prior to providing a requested service, submit to the requestor for approval a proposed budget of the total hours and expense Planner anticipates will be required to complete a specific task. Planner shall provide such budget within five (5) business days of any proper request. Once the relevant task is in progress, if Planner determines that the actual cost will exceed the budgeted cost, Planner shall notify the Chairman of the Board of Trustees, who shall then direct Planner on the manner in which to proceed with regard to the task.
2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and automatically renew each year on the anniversary of the Effective Date (each a “Renewal Year”), unless sooner terminated in accordance with the terms hereof.

Either party may terminate this Agreement at any time and for any reason, or for no reason, upon thirty (30) days prior written notice.

3. Independent Contractor. Planner is retained by the Village only for the purposes set forth in this Agreement. The relationship of Planner with the Village under this Agreement shall be that of an independent contractor and not an employee of the Village. Planner warrants and represents that, while providing services to the Village, Planner will hold all necessary certifications and comply with all applicable municipal, county, state, and Federal laws.

As an independent contractor, Planner will not be entitled to any insurance, retirement or other benefits afforded by the Village to its employees. Planner shall be responsible for all federal, state and local taxes payable in connection with this Agreement and the services provided hereunder. Planner shall have no authority to bind the Village to any agreement with any other person or entity and is not authorized to act for the Village in any manner except as expressly set forth in this Agreement. In the event this Agreement is terminated, the Village shall only be obligated to pay Planner compensation incurred by Planner prior to the effective date of termination.

4. Compensation. Planner shall be compensated at a rate of ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$120.00) per hour for services rendered by Todd Streiler to the Village, and ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$135.00) per hour for services rendered by Todd Streiler that are paid wholly by any entity other than the Village. The compensation due hereunder shall not increase during any Renewal Year without the prior written approval of the Village.

On or before the tenth (10th) day of each month, Planner shall submit an invoice detailing the number of hours worked and description of any services rendered during the prior calendar month.

5. Expenses. In addition to the fees set forth above, Planner shall be reimbursed for its reasonable, customary, and necessary expenses incurred in the rendering of such services (including costs such as fees for mailings, deliveries, copying charges, etc.). Any single expense of more than one hundred fifty dollars (\$150.00) incurred by Planner pursuant to this Agreement must be approved by the Board of Trustees prior to reimbursement for the same.
6. Confidentiality. As used herein, the term "Confidential Information" shall mean any information proprietary to the Village and not generally open to the public including, but not limited to, information that is "closed" under Chapter 610, RSMo., as amended. Planner

shall, during the course of Planner's service and at all times subsequent to Planner's disassociation with the Village, hold in strictest and total confidence all Confidential Information. Upon termination of this Agreement, or at any other time upon the Village's request, Planner shall deliver promptly to the Village all originals and all copies (including photocopies, facsimiles, e-mails and computer or other means of electronic storage whether now known or hereafter developed) of all Confidential Information. Upon termination of this Agreement, Planner shall return to the Village all computer hardware and software provided by or owned by the Village, if any. Nothing in the preceding sentence indicates or requires Village to provide such computer hardware and software to Planner. Village may, in its sole discretion and at any time, delete Planner as an authorized user from all Village owned or leased computer hardware and software. Nothing in the preceding sentence indicates or requires Village to include Planner as an authorized user of any Village owned or leased computer hardware and software.

7. General Provisions.

- A. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of Planner.
- B. Notice pursuant to this Agreement shall be given through United States Postal Service delivery, addressed as follows:

If to VILLAGE: Village of Innsbrook
 Attn: Chairman of the Board of Trustees
 13600 State Highway M
 Innsbrook, MO 63390

If to PLANNER: Streiler Planning, LLC
 Attn: Todd Streiler
 12462 Cross Green Lane
 St. Louis, MO 63141

Either party may change its address by notice to the other given in accordance with this section.

- C. This Agreement supersedes all previous agreements and contracts and constitutes the entire Agreement between the parties. Planner shall be entitled to no compensation other than that specified herein. Planner specifically acknowledges that in executing this Agreement, Planner relies solely upon the representations and agreements contained in this Agreement and no others. No oral statements or prior

written material provided by Village or its officials, employees, or agents shall be of any force and effect, and any amendments or modifications to this Agreement must be in writing and signed by both parties.

- D. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms. In addition, if any section hereof is found to be partially enforceable, then it shall be enforced to that extent. If any covenant is not enforceable to the full extent provided herein, it shall be and remain enforceable to the fullest extent permitted by law.
- E. Insurance. Planner shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Planner, its agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name the Village as an ADDITIONAL INSURED, except for the Worker's Compensation Policy and Professional Errors and Omissions Insurance, with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the Village, has been given to the Village.
 - (1) Minimum Limits of Insurance
 - a. If Planner has employees, Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
 - b. Professional Errors and Omissions Insurance: Planner agrees to obtain Professional Errors and Omissions Insurance, with a limit no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.
 - c. Commercial General Liability Insurance (including broad-form contractual liability and completed operations) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, covering personal injury, bodily injury and property damage.
 - (2) Prior to commencing any services hereunder, Planner shall submit valid certificates of insurance evidencing the effectiveness of the insurance policies.
- F. Indemnification. Planner shall indemnify, defend, and hold harmless the Village and its elected officials, officers and employees, and their heirs, personal

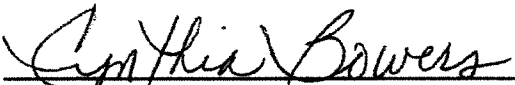
representatives, successors and assigns, from and against any and all causes of action, claims, demands, losses, fines, damages or other expenses (including reasonable attorneys' fees) which any of them may incur or sustain as a result of the acts or omissions of Planner, its officers, agents or employees, or which the Village or its elected officials, officers, and employees may incur or sustain as a result of Planner's actions, failure to act on behalf of the Village, or performance of obligations under this Agreement. Nothing contained herein shall be construed as prohibiting the Village and its elected officials, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Planner shall likewise be liable for the cost, fees and expenses incurred in the Village's or Planner's defense of any such claims, actions, or suits. Anything to the contrary contained in this Agreement notwithstanding, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. *et. seq.*, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the Village by statute or common law.

- G. Governing Law. This Agreement shall be governed by, interpreted, and construed under the laws of the State of Missouri, notwithstanding that states conflicts of law provisions. The Circuit Court of Warren County shall have jurisdiction over any disputes arising under this Agreement.

This agreement is subject to approval by, and incorporation into, an Ordinance passed by the Board of Trustees of the Village of Innsbrook.



Streiler Planning, LLC by Todd Streiler, Member



Village of Innsbrook, by Cynthia Bowers, Chairman of the Board of Trustees

Exhibit A

Village Planner Tasks

Planner's responsibilities shall be directed in accordance with the Independent Contractor Agreement for Planner Services and may include, but shall not be limited to:

1. Reviewing and updating the Village's current Comprehensive Plan, or portion thereof, to keep the Plan current, meaningful, legally defensible and responsive to the Village's needs. These services shall include public engagement related to the Comprehensive Plan and comply with the requirements of § 89.340, RSMo.
2. Assisting Village staff, the Planning and Zoning Commission, and the Board of Trustees with zoning, land use and subdivision code questions.
3. Interpreting the Village's Zoning Code, Zoning Map and Subdivision Regulations.
4. Reviewing and processing applications for variances, zoning changes, special uses, and acting on such other approvals and duties as requested by the Village.
5. Plan review and analysis including, but not limited to, the following:
 - Meeting with developers/petitioners during pre-application meetings.
 - Reviewing preliminary and conceptual subdivision designs, site development plans, landscape plans, and architectural elevations.
 - Reviewing applications for completeness and compliance with the Village's zoning ordinances, subdivision code, and comprehensive plan.
 - Providing design review comments and recommendations to Staff and the Village's elected and appointed officials.
 - Attending site plan review meetings, Planning and Zoning Commission Meetings, and Board of Trustees Meetings.
6. Assisting Village Staff, the Village Attorney, and other consultants working with the Village in any matter(s) related to Planning and Zoning.
7. Consulting with applicants regarding the application and development review process, submittal requirements, time frames, requirements, and scheduled meeting dates.
8. Providing GIS mapping services and other design and analytical services to aid in presenting land use related data to the Village's decision-making bodies and/or as requested by the Village.
9. Performing such other duties as may be prescribed from time to time by the Chairman of the Board of Trustees or the Chairman of the Planning and Zoning Commission.
10. Providing planning and zoning inspections throughout the development process.