

BILL NO. 379

ORDINANCE NO. 375

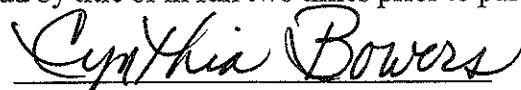
AN ORDINANCE OF THE VILLAGE OF INNSBROOK, MISSOURI, AUTHORIZING THE CHAIRMAN OF THE BOARD OF TRUSTEES TO EXECUTE AN AGREEMENT WITH HAMILTON WEBER, LLC FOR SERVICES AS VILLAGE ATTORNEY.

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

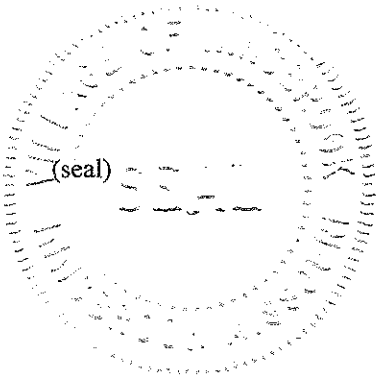
Section I: The Chairman of the Board of Trustees is hereby authorized and directed to execute an agreement with Hamilton Weber, LLC, relative to the terms and conditions of Village Attorney services to be provided to the Village and the compensation to be paid for such services, said contract to be in substantial conformity with the terms and conditions set forth in the Contract for Legal Services, attached hereto and incorporated herein by reference.

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 8th day of July, 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



ATTEST:



Karen Densen
Village Clerk

CONTRACT FOR LEGAL SERVICES

This Contract For Legal Services (the “Contract”) is made and effective as of the 8th day of July, 2025 (the “Effective Date”), by and between the Village of Innsbrook, Missouri (the “Village”) and Hamilton Weber LLC, a Missouri limited liability company (“HW”).

WHEREAS, Bradley Pryor (the “Village Attorney”) has been appointed to serve as Village Attorney for the Village; and

WHEREAS, the Village Attorney is an attorney with HW; and

WHEREAS, the Village desires to engage HW to perform legal services for the Village.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES EXPRESSLY MADE HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. Term. As of the Effective Date, HW and the Village Attorney are hereby engaged to perform legal services for the Village, which engagement shall continue at the pleasure of the Board of Trustees of the Village, until terminated by the Board of Trustees or HW.
2. License. The Village Attorney and any Substitute Attorney (as hereinafter defined) shall be duly licensed to practice law in the courts of the State of Missouri.
3. Substitute Attorney. If the Village Attorney cannot attend a meeting of the Board of Trustees or the Planning and Zoning Commission, then John A. Young, K. Andrew Weber, or a substitute attorney from HW (“Substitute Attorney”), shall attend such meeting. While attending meetings as provided herein, any Substitute Attorney shall be acting as an Assistant Village Attorney and shall have all duties and authorities of the Village Attorney.
4. Designated Roles for Attorneys. From time-to-time, HW and the Board of Trustees may designate, in writing, specific HW attorneys to provide services as Assistant Village Attorneys to specific Village Departments. The purpose of any such designation is to improve the legal services provided to the Village and to improve communication between HW and each Village Department.
5. Legal Services. The Village Attorney and HW shall provide legal services to the Village and all departments, officers, institutions and agencies thereof, under the direction and management of the Board of Trustees, including but not limited to the following:
 - a. Attendance at Board of Trustees, Planning & Zoning Commission, and other public meetings, as directed by the Board of Trustees;
 - b. Review and preparation of ordinances, contracts, policies, manuals, and other documents;
 - c. Telephone conferences, email correspondence, and in-person meetings with the Board of Trustees and Village Staff relating to various legal matters;

- d. Legal research and advice with regard to various legal issues impacting the Village;
- e. Representation of the Village before federal or state courts, boards, commissions, agencies, or other governmental bodies in litigation, administrative matters, or other claims, and disputes; and
- f. Other matters as directed by the Board of Trustees or appropriate officers.

6. Charges for Legal Services. For legal services provided to the Village, the hourly rates for calendar years 2025 and 2026 are as follows:

- a. Partners are billed at \$295.00 per hour;
- b. Associate Attorneys are billed at \$195.00 per hour;
- c. Paralegals and Summer Associates are billed at \$130.00 per hour; and
- d. Law Clerks are billed at \$40.00 per hour.

Prior to the beginning of each calendar year after 2026, HW provides notice to all clients of the increase in its billing rates for the following year. Any increase in fees greater than 5% must be approved by the Village. Bond matters requiring issuance of a bond opinion or other formal opinions will be compensated at a Flat Fee as established between HW and the Village, unless otherwise agreed.

7. Billing Procedures. HW's bills will be submitted monthly unless the parties agree to an alternative arrangement. All bills will include a summary statement of the categories of services rendered during the relevant period, and be accompanied by a detailed statement describing the services performed, the time expended each day and for the entire period by each attorney or paralegal, the hourly rates charged, and such additional details and explanations as may be requested by the Village from time to time. Reimbursable expenses included on each bill will also be broken down by category. HW will maintain back-up documentation for all expenses for the Village's review as may be necessary. In the event HW forwards invoices for certain expenses to be paid directly by the Village, HW will transmit such invoices with any available back-up documentation and a letter explaining the purpose of such expense. The Village shall render payment for monthly bills received from HW and approved by the Village within thirty (30) days of receipt.

8. Cash Outlays. The Village shall reimburse HW for its normal cash outlays and costs, including those reflected on Schedule A attached hereto.

9. Right of Termination. The Village and HW shall have the right to terminate this Contract in its entirety with or without cause, by providing at least six (60) days written notice.

10. Additional Terms of Engagement. Legal services shall be performed subject to the Additional Terms of Engagement attached hereto and incorporated herein.

11. Miscellaneous.

- a. Severability. The provisions of this Contract shall be deemed severable.

b. Headings. The headings and captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract or any provision hereof.

c. Entire Agreement: Amendment. The parties hereto agree that this Contract shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Contract have been made by the parties. This Contract shall be amended only in writing and effective when signed by the duly authorized agents of the parties.

d. Counterparts. This Contract may be executed in multiple counterparts.

e. Governing Law. The laws of the State of Missouri shall govern the interpretation of this Contract.

12. Insurance. The Village Attorney and HW shall carry and maintain malpractice and/or professional liability insurance of at least one-million dollars (\$1,000,000.00) covering the services rendered to the Village under this Contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

HAMILTON WEBER LLC

By: K. Andrew Weber
K. Andrew Weber, Member

VILLAGE OF INNSBROOK, MISSOURI

Cynthia Bowers
Cynthia Bowers, Chairman

ATTEST:

[Signature]
Village Clerk

SCHEDULE A
Disbursement Charges

Reproduction/copying:	\$0.14 per page \$1.00 per page (color)
Mileage to and from the Village:	No Charge
Computerized Legal Research:	LEXIS or Westlaw — Actual Allocated Cost
Special Postage:	Actual Cost of Service (e.g., Federal Express, UPS)
Courier Service:	Actual Cost of Service
Filing Fees:	Actual Cost
Other:	Actual Cost

ADDITIONAL TERMS OF ENGAGEMENT

Identification of the Client: It is understood that our client in this representation is the Village, and not any individual officials or employees personally.

Terms of Engagement: Our representation begins upon our receipt of a signed copy of the Contract for Legal Services. Either the Village or HW may terminate the engagement for any reason upon sixty (60) days prior written notice, subject on our part to the rules of professional conduct for attorneys.

Use of Substitute Attorneys: HW is a law firm with attorneys qualified in many different practice areas and specialties. During the course of HW's representation, it may become necessary to give the Village advice from other attorneys in the firm who are experienced on particular issues. Kindly understand that any advice from other attorneys besides me is being given to render more beneficial representation to the Village.

Fees and Expenses: With respect to HW's charges, exact fees cannot be quoted. Estimates as to the cost of services should be considered as estimates, and not as exact predictions or promises. Fees for services are based upon the number of hours spent by firm's attorneys and by non-lawyer assistants. HW is mindful of the costs of legal services and understands that every client wishes to avoid unnecessary expense. Accordingly, it is our policy to use those persons with the lowest applicable billing rate who are competent to handle a particular matter. Your bill will be calculated based on the then-prevailing hourly charge for the particular attorney(s) who performed a service which is being billed on that statement.

In some instances, for purposes of giving more expert advice, lawyers outside HW are called upon for assistance. Prior to retention of or consultation with other counsel, the Village will be consulted concerning (i) co-counsel and (ii) any fee arrangement with co-counsel. (Co-counsel charges will be noted on the Village's invoice; time spent working with such co-counsel will be considered billable time.)

Monthly billing statements will include separate charges for out-of-pocket expenses. Fees and expenses of others (such as consultants and appraisers) may be billed directly to the Village or by HW. The statement is due and payable within forty-five (45) days after receipt by the Village. If any statement goes unpaid past the payment due date, the firm reserves the right to suspend services until all fees and costs have been brought current. If an invoice is not paid within ninety (90) days of its date, we reserve the right, at any time thereafter, to withdraw from further representation and to terminate the engagement by written notice, subject on our part to the rules of professional conduct for attorneys. Oftentimes, outside costs and expenses are not billed to HW until the month following the legal work performed for the client. Therefore, such costs and expenses will be billed to the client after costs and expenses are paid by HW, even if the hourly fees for the legal work relating to such costs and expenses were incurred, and paid, in a prior month.

E-mail Communications: There will be times when HW will communicate with the Village, elected officials and staff by e-mail, which, by executing the Contract for Legal Services, is

deemed acceptable to the Village. HW will use reasonable means to protect the security and confidentiality of e-mail information sent and received, however, the use of e-mail may result in the inadvertent disclosure of confidential information. While we will endeavor to avoid such inadvertent disclosure, we cannot assure the Village that it may not occur, since it might be unlawfully intercepted. If the Village does not wish us not to communicate in such a manner, then please advise us in writing.