



LAUBER MUNICIPAL LAW, LLC
Serving those who serve the public

January 4, 2022

Mr. Andrew Nelson
BUILDS Department Director
204 North Main Avenue
Republic, MO 65738

Re: Land Use Attorney Legal Services

Dear Mr. Nelson:

We are excited to work with the City of Republic (the “City”) and the BUILDS department to provide land use legal services (the “Matter”). I am submitting this letter to you to serve as the written agreement for Lauber Municipal Law, LLC’s (the “Firm”) engagement to provide legal services concerning the Matter.

The City will be our client for this engagement. I will be the attorney primarily responsible for the engagement on behalf of the Firm. The scope of this engagement will be limited to the provision of consulting services for the Matter described above unless otherwise directed by you. The term of this contract will be a term of two (2) years. This contract will automatically terminate after two (2) years from effective date, with no additional notice required from either party.

The Firm’s fees for this engagement will be based upon and billed at an hourly rate, at tenth-hour increments, for purposes of this engagement for the actual time devoted to it. The hourly rate for this Matter is \$195 per hour, which is discounted from our normal special counsel rate of \$215 per hour. If we utilize non-attorney staff to assist in any matter, the applicable rate is \$75 per hour. We take seriously what we believe is our responsibility to provide legal services within the City’s budgetary resources. The hourly rate for Basic and Special Services is subject to annual adjustment as described below.

The City would not be required to utilize a minimum number of hours of Basic Services each month. In the event that such matters arise, the hourly rate for Special Matters would be \$215.00 per hour for all attorneys, except as provided below. The rate for work on Special Matters completed by our law clerk would be \$100 per hour.

Basic Services include items such as attending and providing legal advice in meetings of boards, committees and commissions; drafting and reviewing ordinances, resolutions, contracts agreements, leases, deeds and other related documents; participating in telephone calls and meetings with City staff and officials; providing legal advice on matters relating to city land use activities; providing legal advice and participating in code enforcement activities.

Special Matters which involve more technical issues that require a higher level of expertise include ***only***: 1) complex litigation; 2) economic development incentive matters not otherwise reimbursed by the applicant or project (e.g., TIF, TDD, CID, NID, etc.) pursuant to a funding agreement between the City and a developer; and 3) any matter deemed a Special Matter by agreement of the City and Firm. Special matters are charged at the Firm's then-current economic development rates, which is currently \$245 per hour. ***We will not conduct work on Special Matters without prior approval of the City.*** Any matter that is not classified as a Special Matter is automatically considered Basic Services.

The enclosed Additional Terms of Engagement shall govern the relationship unless otherwise agreed in this engagement letter, but please note the following:

- We will not charge the City for facsimiles;
- We will not charge the City for long-distance telephone charges (including facsimiles);
- We will not charge the City for in-house photocopies which do not exceed 100 copies in a month;
- We will not bill the City for the first 30 minutes (each way) of time spent traveling between the City and our office in Lee's Summit; and
- We do not charge for regular mail.

This contract will run indefinitely but you may discharge the Firm from representing you at any time with or without cause.

If you have any questions concerning the terms of this engagement, or if you ever have a question about our charges, or their reasonableness, please contact me at your convenience to discuss the matter. Our engagement as consultant to City shall begin as soon as we receive a signed copy of this agreement (by fax, mail or hand delivery). Thank you for choosing Lauber Municipal Law, LLC, to provide these important legal services to City. We look forward to a good and productive relationship with the City.

Sincerely,

LAUBER MUNICIPAL LAW, LLC



Jennifer M. Baird

Enclosure

ACCEPTED AND AGREED:

(signature)

(date)

Name: _____

Title: _____

City of Republic, Missouri



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Additional Terms of Engagement

Lauber Municipal Law, LLC, appreciates the opportunity to serve you. Our goal is to provide legal services that address your legal needs effectively and efficiently through our offices in Lee's Summit and Jefferson City.

The following information explains the client service practices and billing procedures that apply to our representation of your interests (unless you have reached a different written understanding with us). I encourage you to discuss these practices with me whenever you have questions during the course of this engagement.

Provision of Legal Services. This engagement is for provision of professional legal services, and not for the provision of business, personal, accounting, technical or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

Entire Agreement. The accompanying engagement letter together with these Additional Terms of Engagement shall constitute the entire agreement between us concerning the engagement, and shall not be modified or supplemented, except in a subsequent writing signed by the parties.

Subcontractors. From time-to-time, it may be necessary for us to engage subcontractors to assist in the provision of services to you. It is agreed that we are not authorized to engage any such subcontractors without the prior approval of the City Council.

Periodic Billings for Legal Services. Unless other arrangements have been made, it is our policy to render periodic statements for legal services on a monthly basis. We will base these periodic statements on the hourly rates set forth in the attached Engagement Letter. Statements will be due upon presentation and are to be paid no later than 30 days following the invoice date. If any statement amount remains unpaid 60 days after the invoice date, the Firm reserves the right to terminate its services, consistent with applicable Rules of Professional Conduct.

Annual Rate Adjustment. All hourly rates for legal services provided by the Firm are subject to annual adjustment, or less frequently at the sole discretion of the Firm, with written notice of at least thirty days.

Client Disbursements. Most matters require, from time to time, certain monetary advances to be made on your behalf by the Firm. Some "client disbursements" represent out-of-pocket charges that Lauber Municipal Law, LLC, advances, while others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, etc.). It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, etc., may be billed directly to you by the vendor of such services.

File Retention. After Lauber Municipal Law, LLC's services conclude, we will, upon your request, deliver the file for this engagement to you. If you do not request the file, we will retain it for a period of six years after the matter is closed. If you do not request delivery of the file before the end of the six-year period the Firm will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to you. At any point during the six-year period, you may request delivery of the file.

Disbursements and Other Charges. We also will charge you for certain expense items listed below that we provide in connection with our legal services:

Photocopying. We will not charge the City for in-house photocopies which do not exceed 100 copies in a month. If in-house photocopies exceed 100 in a month, then we reserve the right to charge \$.12 per page (or the Firm's cost, whichever is less) but only for each page over 100 in number. If the need for an outside copying job (e.g., Kinko's) arises, we only bill the actual cost incurred for photocopying without markup.

Computer Research. We do not charge for the Firm's service agreement with Westlaw or other electronic provider of legal research resources.

Telecommunications. We do not charge for local or long-distance phone calls or facsimiles.

Mail/Messengers. We do not charge postage for regular mail; however, bulk mailings, packages and special postal services may be charged at the Firm's actual cost. Messengers are used as appropriate to assure expedited delivery. The actual cost of such messenger services is charged without markup.

Travel. We will not charge the City for travel for the first half hour (each way) from our office in Lee's Summit to/from City Hall for City business.

Internet Usage. We may be asked to use the Internet as a means for communicating about matters concerning your representation. Any such communication could be randomly intercepted and otherwise used or disclosed by anyone, including someone specifically interested in your matter or business. This could cause you to lose your confidentiality and attorney/client privilege protections. However, to facilitate your representation, you approve the use of Internet communications during your representation by us unless we are instructed otherwise.

Termination of Services. You may terminate the services of Lauber Municipal Law, LLC, at your discretion by giving me thirty (30) days written notice of termination. We retain the right to cease performing legal services and to terminate my legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Termination by the Firm will be effective upon thirty (30) days written notice delivered to you. The Firm's termination or your termination of services does not affect your obligation to pay legal fees and expenses incurred prior to the effective date of such termination.

Questions. One of our goals is to ensure that legal services are delivered effectively and efficiently, and that all billings are accurate and understandable. Please direct any questions about services, billing, or payment status of your account to me.