

**AN ORDINANCE
AUTHORIZING THE CITY TO ENGAGE THE LEGAL SERVICES OF
GILMORE & BELL, P.C.**

WHEREAS, the City of Ozark, Missouri, (City) wishes to engage the legal services of Gilmore & Bell, P.C.; and

WHEREAS, the City previously used Gilmore & Bell, P.C. as bond counsel and now wishes to use additional legal services, such as economic development legal services.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OZARK, MISSOURI, as follows, that:

SECTION 1 – The Mayor is hereby authorized to enter into an engagement letter with Gilmore & Bell, P.C. for legal services, said agreement substantially in the form of that document attached hereto and incorporated herein by reference as “Exhibit 1.”

SECTION 2 – This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AT MEETING _____.

AYE

NAY

ABSENT/ABSTAIN

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

APPROVED ON _____.

DON CURRENCE, MAYOR

ATTEST:

CHANDRA HODGES, CITY CLERK



GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521
816-221-1000 | 816-221-1018 FAX
GILMOREBELL.COM

September 10, 2024

City of Ozark, Missouri
Ozark, Missouri
Attention: Eric Johnson/Amanda Callaway

Re: Engagement Letter for Bond Counsel and Other Related Legal Services, including Economic Development Work

Ladies and Gentlemen:

Thank you for the opportunity to serve as counsel for the City of Ozark, Missouri (the “City”) in the capacities described herein (referred to as “bond and special counsel”). We are pleased to submit this engagement letter establishing the services we will perform for the City. The purpose of this letter is to set forth our responsibilities and fees with respect to our engagement by the City.

SCOPE OF ENGAGEMENT

In this engagement, as bond and special counsel to the City we expect to perform the following services (the “Services”):

- (1) Assist in planning the financing and structure of any financing.
- (2) Examine applicable law as it relates to the authorization and issuance of the financing and our opinion and advise the City regarding the legal authority for an issuance of the financing and other legal matters related to the financing.
- (3) Prepare or review election proceedings, authorizing proceedings and legal documents necessary or appropriate to the authorization, issuance and delivery of the financing and coordinate the authorization and execution of such documents.
- (4) Draft or review the continuing disclosure undertaking of the City.
- (5) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the financing, except that we will not be responsible for any required Blue Sky filing.

- (6) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the financing.
- (7) Attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction.
- (8) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the financing.
- (9) Prepare or review economic development incentive documents, as needed, to assist the City in the formation or consideration of any economic development incentive, including any notices, schedules, memoranda, resolutions, ordinances and agreements.
- (10) Examine applicable law as it relates to the economic development incentive.
- (11) Assist the City in the implementation of any economic development incentive funding method.
- (12) Assist with any continuing administration issues related to any economic development incentive.
- (13) Undertake such additional duties and provide such miscellaneous consultation and advice on legal matters relating to economic development incentives as may be requested by the City or as may be identified by us as a necessary part of performing the Services.

For any financing requiring an approving legal opinion, our opinion will be executed and delivered by us in written form on the date of completion of the financing and will be based on facts and law existing as of such date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to that financing.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in each transaction. We further assume that all other parties understand that in each transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond and special counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective bond opinion.

CONFLICTS

Our firm represents many cities, counties and other political subdivisions. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to

represent you as provided in this letter either because such matters will be sufficiently different from the matters described herein so as to make such representations not adverse to our representation of the City, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the services described herein. In the event an actual conflict does arise, we will consult with the City and take appropriate action that is consistent with the applicable Rules of Professional Conduct to resolve the issue.

FEES

Our fees associated with the Services for financings will be billed in accordance with the schedule attached as **Exhibit A**. These charges are reviewed annually by our firm and adjusted in January of each year. The first rate change pursuant to this engagement letter may occur for transactions completed in January 2026. We will notify the City of these adjustments.

For services performed other than for a financing, we will bill on an hourly basis for any project for which the City authorizes us to perform work. Our fees associated with these services pursuant to this engagement will be \$445 per hour for shareholder attorneys, \$225 per hour for associate attorneys, and \$140 per hour for legal assistants. Our hourly rates are reviewed annually and adjusted for the work performed in January and each month thereafter until a new adjustment occurs. The first rate change pursuant to this engagement letter may occur for the work performed in January 2026. We will notify the City of these adjustments through the billing statements sent pursuant to this engagement letter. We understand that the City may execute a funding agreement with an applicant for an economic development project, under which the City may be reimbursed by the applicant for costs and expenses that the City incurs to consider and approve the necessary ordinances and economic development tools that the City may approve for the project, including our fees incurred by the City pursuant to this engagement letter. We will coordinate with the City as directed by City staff to facilitate payment when a funding agreement is used for a project.

PROVISION OF LEGAL SERVICES

This engagement is for the 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 City is not relying upon us in this engagement for advice in areas other than the Services, even if such matters should be discussed in connection with the engagement.

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.

RECORDS

After our Services conclude with respect to any bond or note issuance, we will, upon your request, deliver the files for that engagement to you. If you do not request the file, we will retain it for a period of five years after the matter is closed. If you do not request delivery of the file before the end of the five-year period, we 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 five-year period, you may request delivery of the file.

PERIODIC BILLING FOR LEGAL SERVICES

Unless other arrangements have been made, it is our policy to render statements for legal services upon completion of the applicable financing. 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. We will coordinate with City Staff to determine the appropriate billing cycle for economic development transactions that do not involve a financing.

CLIENT DISBURSEMENTS AND OTHER CHARGES

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 we advance, others represent internal costs (including costs such as fees for service of process, court filing fees, deliveries, copying charges, travel expenses, 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. If we anticipate that any such expenditure will exceed \$1,000, we will consult with you prior to incurring such expense. Unless we have made prior arrangements with you, we will send you billings for client disbursements incurred upon completion of the applicable financing. Substantial individual items in excess of \$250, such as transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

Certain specific items provided by the firm are currently charged at the following rates which may be changed periodically due to economic factors as reflected on the monthly invoice, and other items will not be charged to you in accordance with the following:

Computer Research. The firm enters long-term contracts for electronic legal research services which are not tracked by client and matter, and we will not charge you for third-party service provider costs relating to any computerized legal research that may be conducted as part of the Services.

Telecommunications. We do not charge for local phone calls or electronic mail transmissions. The firm enters into long-term contracts for long-distance telephone services which are not tracked by client and matter, and we will not charge for any long-distance phone calls that may be needed as part of the Services.

Mail/Messengers. Messengers are used as appropriate to assure expedited delivery. The cost of such messengers is charged directly to clients without markup. We do not charge for regular mail; however, bulk mailings, packages and special postal services including certified notices are charged at our actual cost.

Travel. Unless we make other arrangements with you in the course of providing the Services, we will not incur any air travel expenses in connection with the Services. Mileage for travel that occurs in connection with our Services and that is outside of the Kansas City metropolitan area will be charged at the currently applicable IRS rate.

TERMINATION OF SERVICES

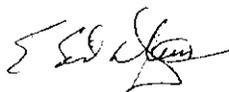
In the event that you choose to terminate our Services, please advise us of such in writing. We retain the right to cease performing legal services and to terminate our legal representation for any reason consistent with ethical rules, including conflicts of interest or the failure to pay legal fees and expenses when due. Our 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 contact me with any questions about services, billing, or payment status of your account.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized official, retaining the original for your files. We look forward to continued representation of the City.

Very truly yours,



E. Sid Douglas III

ACCEPTED AND APPROVED:

CITY OF OZARK, MISSOURI

By: _____
Title: _____
Date: _____