

**RESOLUTION NO. 24-0326**

**APPOINTMENT RESOLUTION FOR THE  
VILLAGE OF ASHMORE, COLES COUNTY, ILLINOIS**

**WHEREAS**, the Village of Ashmore, Illinois, is authorized pursuant to 65 ILCS 5/3.1-30-5 to retain the services of attorneys which are necessary to carry into effect the powers conferred upon municipalities; and,

**WHEREAS**, the Board of Trustees of the Village of Ashmore, Illinois, finds that it is necessary to retain the services of Taylor Law Offices, P.C. to represent the Village.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ASHMORE, ILLINOIS, THAT:**

**SECTION I:** Taylor Law Offices, P.C., 122 E. Washington Avenue, Effingham, Illinois, is hereby retained by the Village of Ashmore, Illinois.

**SECTION II:** The Legal Services Agreement which is attached hereto as Exhibit A, is hereby adopted and approved, and the Village President is hereby authorized to execute the same.

Placed on file this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Presented, passed, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Trustee Bill Edwards	_____
Trustee Thomas Grissom	_____
Trustee Dane Perdieu	_____
Trustee Terry Price	_____
Trustee L. Bryan Watson	_____
Trustee Cathy Welborn	_____

YEAS: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**VILLAGE OF ASHMORE, ILLINOIS**

\_\_\_\_\_  
Kurt Crail, Village President

ATTEST:

\_\_\_\_\_  
Jackie Freezeland, Village Clerk

## Exhibit A

### LEGAL SERVICES AGREEMENT

This Legal Services Agreement (hereinafter referred to as the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the law firm of Taylor Law Offices, P. C., of 122 East Washington Avenue, Effingham, Illinois, 62401 (hereinafter referred to as the "Law Firm"), and the Village of Ashmore, Illinois, an Illinois municipal corporation, of 10 W. Ashmore Street, P. O. Box 99, Ashmore, Illinois 61912 (hereinafter referred to as the "Client").

**ARTICLE I: Scope Of Services.** Client hereby retains and employs Law Firm to represent Client in the following described matter (hereinafter referred to as the "Matter") and to perform certain services (hereinafter referred to as the "Legal Services") described as follows: See Exhibit A.

**ARTICLE II: Legal Fees.** The fees for Legal Services provided to Client for this Matter pursuant to this Agreement (hereinafter referred to as the "Legal Fees") shall be based on an hourly fee as follows: See Exhibit B.

**ARTICLE III: Initial Retainer.** NOT APPLICABLE.

**ARTICLE IV: Costs & Expenses.** Client shall reimburse Law Firm for advance payment of all reasonable costs and expenses incurred or advanced by Law Firm in performing the Legal Services in connection with the Matter, which may include but are not limited to travel expenses, court reporter fees, filing fees, charges for investigative services, exhibits, photocopies, postage, and long-distance telephone calls. To the extent reasonably practicable, Law Firm shall inform Client of costs or expenses in excess of \$250.00 prior to incurring such cost or expense.

**ARTICLE V: Monthly Statements.** Law Firm shall submit to Client statements on a monthly basis setting forth a reasonable description of the Legal Services provided in connection with the Matter, the time expended, the Legal Fees due and payable, and the cost and/or expenses incurred. Client shall pay the Legal Fees and cost and/or expenses due and payable, less application of any applicable Retainer, if any, to Law Firm within 30 days of receipt of each monthly statement. Interest at the rate of eighteen percent (18%) per annum shall accrue on the amount of the fees and expenses not paid in accordance with this Article V.

**ARTICLE VI: Cooperation.** Client shall cooperate with Law Firm as requested during the representation of Client, and Client shall apprise Law Firm of any and all developments or facts pertinent to the Matter and representation of Client in connection therewith.

**ARTICLE VII: Termination.** Client may terminate this Legal Services Agreement at any time. Law Firm may withdraw from the representation of Client should Client fail to cooperate with Law Firm as stated in Article VII.,

or fail to pay the Legal Fees as stated in Article V. Upon termination of this Agreement, Client shall immediately pay all Legal Fees due and payable on the termination date.

**ARTICLE IX: Disclaimer.** Law Firm shall vigorously represent Client in the Matter. Law Firm shall exercise prudent professional judgment and efforts in the representation of the Client in the Matter. Client acknowledges that Law Firm has given no warranties, assurances or guarantees to Client in connection with the disposition or results to be achieved by the Legal Service rendered in connection with the Matter. Any comments regarding the disposition or results achieved or to be achieved by the Legal Service rendered in connection with the Matter, the estimated Legal Fees and costs and/or expenses (except as expressly stated in Exhibit A & B), or the time within which the Matter will be concluded, are merely expressions of opinion.

**TAYLOR LAW OFFICES, P.C.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracy A. Willenborg

**CLIENT: VILLAGE OF ASHMORE, ILLNOIS, a municipal corporation**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_Kurt Crail, Village President

**EXHIBIT A**  
**DESCRIPTION OF LEGAL SERVICES AND MATTER**

The primary scope of work under this Agreement shall be:

- Village Attorney - performing those functions as assigned.

**EXHIBIT B  
LEGAL FEES**

<b><u>Category:</u></b>	<b><u>Standard Hourly Rate:</u></b>	<b><u>Assigned:</u></b>
1. Managing Attorney:	\$225.00 per hour	Tracy A. Willenborg
2. Attorney:	\$200.00 per hour	Aaron K. Leonard Kara Wade Clayton Walden Andrew T. Koester Joel A. Slater
3. Paralegal/Administrative Assistant:	\$100.00 per hour	Heather Percival Aubrey Layton Amy Haslett
4. Costs and expenses reimbursed at actual cost to Taylor Law Offices. Initial Retainer Fee:       None. Matter Retainer Fee:       None.		