

FILED

APR 11 2024

JEANNIE GOFF 
COUNTY CLERK, JEFFERSON COUNTY, MO

BILL NO.: 24-0406

ORDINANCE NO.: 24- 0183

INTRODUCED BY: COUNCIL MEMBER(S) Tullock

1 AN ORDINANCE AUTHORIZING THE JEFFERSON COUNTY,
2 MISSOURI, COUNTY COUNSELOR BY AND THROUGH THE COUNTY
3 EXECUTIVE TO ENTER INTO A CONTRACT WITH WILLIAM HELLMICH
4 OF THE LAW FIRM OF HELLMICH, HILL & RETTER, LLC, AND ITS
5 ATTORNEYS FOR THE PURPOSE OF REPRESENTING JEFFERSON
6 COUNTY, MISSOURI, IN A PENDING LAWSUIT.

7 **WHEREAS**, there is currently pending in the 23rd Judicial Circuit Court, in
8 Hillsboro, Missouri a lawsuit that, for ease of reference, is styled: "*Kathy Dmytryszyn v.*
9 *Jefferson County, Missouri*, and which has a Cause Number of 23JE-CC01249 (the
10 "Lawsuit"); and,

11 **WHEREAS**, the Petition in the Lawsuit purported to sound in inverse
12 condemnation and alleged that Jefferson County, Missouri, diverted water onto Plaintiff's
13 property resulting in inverse condemnation of said property; and,

14 **WHEREAS**, the Petition also made allegations of negligence on the County's
15 part; and,

16 **WHEREAS**, following the filing of a Motion to Dismiss, Plaintiff sought leave to
17 file a First Amended Petition; and,

1 **WHEREAS**, said First Amended Petition eliminates the allegations of
2 negligence; and,

3 **WHEREAS**, the County has been represented in said matter by William
4 Hellmich of the Law Firm of Hellmich, Hill & Retter, LLC, 1049 North Clay Avenue,
5 Kirkwood, Missouri 63122, (the “Hellmich Law Firm”) pursuant to the County’s
6 MOPERM coverage; and

7 **WHEREAS**, however, in light of the amended pleadings, MOPERM will no
8 longer provide coverage due to exclusions in its policy; and,

9 **WHEREAS**, pursuant to Section 56.640 RSMo., the County Counselor, “shall
10 represent the county generally in all matters of civil law [;]” and,

11 **WHEREAS**, the Jefferson County, Missouri, County Counselor believes it is in
12 the best interest of the County to keep the Hellmich Law Firm on as Defense Counsel in
13 the Lawsuit; and,

14 **WHEREAS**, pursuant to Section 56.660, RSMo., the County Counselor has the
15 authority to “with the approval of the county commission or the governing body of such
16 county, employ special county counselors to represent such county in prosecuting or
17 defending any suit by or against such county [;]” and,

18 **WHEREAS**, pursuant to Section 130.060.E.2., of the Jefferson County Code,
19 there is no requirement for an attorney engaged by the County Counselor’s Office as a
20 special county counselor, to be selected as a result of a competitive bidding process; and,

21 **WHEREAS**, due to the fact that William Hellmich, of the Hellmich Law Firm, is
22 familiar with the Lawsuit and has represented in the County in numerous other legal

1 matters both as a special county counselor and as insurance defense counsel and is
2 familiar with the County, its personnel (with whom Mr. Hellmich has a good working
3 relationship) and its needs, the County Council has determined that it is in the best
4 interest of the County to hire the Hellmich Law Firm to continue defending the County in
5 the Lawsuit; and,

6 **WHEREAS,** William Hellmich and the Hellmich Law Firm, and its attorneys,
7 shall be paid pursuant to the terms and conditions set forth in the Agreement that is
8 attached hereto as Exhibit A and made a part of this Ordinance as though fully set forth
9 herein.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
11 **COUNCIL, AS FOLLOWS:**

12 Section 1: The County Counselor for Jefferson County, Missouri, by and
13 through the County Executive, is authorized to enter into an Agreement pursuant to
14 Sections 56.640 through 56.660 of the Revised Statutes of Missouri and the authority of
15 the Home Rule Charter and Ordinances of Jefferson County, Missouri, with the Hellmich
16 Law Firm and its attorneys, in order for said attorneys to represent the County in the
17 Lawsuit. A copy of the Agreement is attached hereto as Exhibit "A" and incorporated by
18 reference as though fully set forth herein.

19 Section 2: The County Executive, on behalf of the County and the County
20 Counselor, is hereby authorized to execute any and all documents and take any and all
21 actions necessary to carry out the intent of this Ordinance.

1 Section 3: This Ordinance shall be in full force and effect immediately upon
2 approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not
3 affect the remainder of this Ordinance.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins	<u>yes</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>absent</u>
Council Member District 6, Daniel Stallman	<u>yes</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 8 DAY OF April, 2024:

PASSED **FAILED**



Charles Groeteke, County Council Chair



Cherlynn Boyer, Council Executive Assistant


THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 11 DAY OF April, 2024.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2024.



Dennis J. Gannon, County Executive

ATTEST:



Jeannie Goff, County Clerk

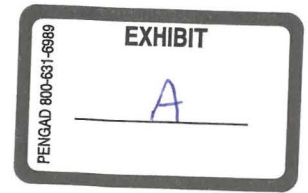
BY: 

Reading Date: 04-08-2024



ORDINANCE NO.

24-0183



ATTORNEY'S FEES AGREEMENT

This agreement is made and entered into this 11 day of April, 2024 by and between Jefferson County, Missouri ("Client"), and the law firm Hellmich, Hill & Retter, LLC, ("Attorneys") for the purposes stated below.

1. Client retains and employs Attorneys as Special County Counselors to represent Client in the case of *Kathy Dmytryszyn v. Jefferson County, Missouri*, Cause No. 23JE-CC01249.
2. Attorneys are authorized and empowered to take all appropriate steps to represent Client in such litigation, subject to Client's agreement on all non-ministerial matters.
3. The fees for Attorneys' work shall be charged at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for services of partners and Two Hundred Dollars (\$200.00) per hour for associates. Paralegal or clerical work will not be billed to Client. Time will be billed in increments of 1/10 of an hour. Each month an itemized invoice will be sent to Client specifying the services provided and the amounts due for services provided during the preceding month. Invoices will be payable within thirty (30) days. Attorneys reserve the right to suspend services if Client fails to make timely payments.
4. In addition to fees for legal representation, Client shall also pay all reasonable costs necessarily incurred in connection with Attorneys' representation of Client. These costs and expenses may include deposition expenses, outside copying charges, service of process charges, and other reasonable expenses incurred in the course of the employment of Attorneys. Such costs and expenses, if any, shall be itemized and included in Attorneys' monthly invoices.

5. Client shall have the right to terminate Attorneys' employment at any time upon written notice to Attorneys. Such termination shall not, however, relieve Client from the obligation to pay for services rendered and costs or expenses paid or incurred on behalf of Client prior to the date of termination.
6. Attorneys shall have the right to withdraw from Client's employ at any time upon written notice to Client.
7. Jefferson County warrants that Dennis Gannon, County Executive, is duly authorized by Ordinance to enter into this Agreement on behalf of Jefferson County and bind Jefferson County to its terms.
8. Attorneys shall serve under the Office of the County Counselor for the duration of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day, month, and year written above.

HELLMICH, HILL & RETTER, LLC

By: 

William A. Hellmich, Member

JEFFERSON COUNTY, MISSOURI

By: 

Dennis Gannon
Jefferson County, Missouri, County Executive

By: 

Jalesia F.M. Kuenzel
Jefferson County, Missouri, County Counselor