

AN ORDINANCE OF THE CITY OF PEVELY, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT WITH ROBERT SWEENEY, ALLISON SWEENEY, AND THE LAW FIRM OF SWEENEY LAW FOR SERVICES AS CITY ATTORNEY

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri desire to employ the law firm of Sweeney Law Firm and Robert Sweeney and Allison Sweeney as City Attorney for the City of Pevely, Missouri; and

WHEREAS, the Board has been fully apprised of the terms of the representation of the law firm of Sweeney Law Firm; and

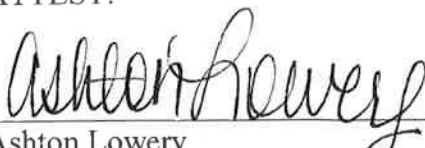
WHEREAS, those terms are acceptable to the Board and the law firm; and

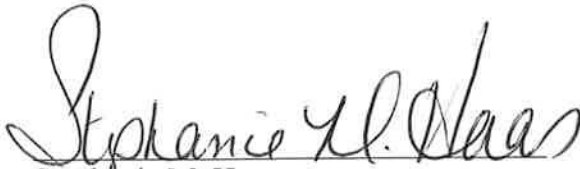
WHEREAS, the Board desires that the Mayor execute the contract with the law firm on behalf of the City of Pevely, Missouri;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen and the City of Pevely, Missouri that the Mayor is hereby authorized to execute the Contract for Employment of the law firm of Sweeney Law Firm and Robert Sweeney and Allison Sweeney, for services as City Attorney for the City of Pevely, Missouri

Read twice and passed this 27 day of July, 2020.

ATTEST:


Ashton Lowery
City Clerk of Pevely, MO


Stephanie M. Haas
Mayor of Pevely, MO

**To Put Bill #1518 on its 1st Reading
by Caption:**

Motioned: William Brooks
Seconded: Steve Markus

	<u>Aye</u>	<u>Nay</u>
Yount	✓	—
Menkhus	✓	—
Hahn	—	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Leeder	✓	—
Brooks	✓	—

Absent: Hahn

**To Accept Bill #1518 on its 1st Reading
by Caption:**

Motioned: Ryan Tucker
Seconded: Don Menkhus

	<u>Aye</u>	<u>Nay</u>
Yount	✓	—
Menkhus	✓	—
Hahn	—	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Leeder	✓	—
Brooks	✓	—

Absent: Hahn

**To Put Bill #1518 on its 2nd Reading
by Caption:**

Motioned: Steve Markus
Seconded: Tyler Leeder

	<u>Aye</u>	<u>Nay</u>
Yount	✓	—
Menkhus	✓	—
Hahn	—	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Leeder	✓	—
Brooks	✓	—

Absent: Hahn

To Approve Bill #1518:

Motioned: Larry Coulson
Seconded: Ryan Tucker

	<u>Aye</u>	<u>Nay</u>
Yount	✓	—
Menkhus	✓	—
Hahn	—	—
Markus	✓	—
Coulson	✓	—
Tucker	✓	—
Leeder	✓	—
Brooks	✓	—

Absent: Hahn

CONTRACT

The undersigned client, City of Pevely, Missouri ("Client") and Robert Sweeney, Allison Sweeney, and The Sweeney Law Firm ("Attorney"), contract as follows:

1. Client does hereby engage and retain Attorney to perform and provide City Attorney Services and provide General Counsel legal services to and for the Client as follows:
 - Give legal advice to the collective Board of Aldermen, Mayor, Chief of Police, and City Administrator;
 - Attend regular sessions of the Board of Aldermen
 - Attend special sessions of the Board of Aldermen if session is successive to regular sessions
 - Attend workshop sessions of the Board of Aldermen
 - Attend special meetings of the Board of Aldermen and other extraordinary meetings (if not successive to regular session);
 - Represent the City in cases in courts of record in the state;
 - Appear before public commissions and/or other similar bodies on municipal affairs;
 - Travel out of the city on municipal business or affairs subject to the approval and direction of the Board of Aldermen or Mayor;
 - Perform such other duties of a legal nature as may be directed by a motion duly passed and approved by the Board of Alderman; and
 - Act as General Counsel, and in this capacity, the duties shall include, but not limited to, the following:
 - To review any and all legal matters which arise, and determine in his/her best judgment, and with the concurrence of the Board, whether or not 'outside' counsel should be retained to represent the City's position and/or interest in any such matters;
 - To select and recommend the retention of 'outside' counsel based upon his/her best judgment and knowledge of and experience with these needs to provide the best representation of the City's position and/or interest in any such matters; and
 - To provide over-all supervision of all legal matters on behalf of the City, whether acting as "lead" counsel in such matters, or as General Counsel supervision the management of any matter by an outside counsel so retained for such representation.
 - General Counsel shall have the ability to retain, appoint, staff, compensate, and be reimbursed for proper staffing to ensure proper and due diligence in supervising any litigation matter.
2. Client agrees to pay for City Attorney Services and General Counsel legal services to and for the Client at a rate of \$180.00 ("Fixed Fee") per hour for services performed by attorneys and, when appropriate, \$90.00 ("Fixed Fee") per hour for services performed by legal assistants. This Fixed Fee includes the services outlined above, and City Attorney services involving ordinance/resolution drafting, routine legal advice, general contract review, and related telephone calls in connection therewith.
3. Client agrees to accept and pay invoices as specified with regard to legal services provided as referred to in Paragraph 2, and to pay the same within fourteen (14) days of receipt thereof.

4. Attorney agrees to provide an itemized monthly invoice delineated by the subject for services provided as the City Attorney or General Counsel to or on behalf of the city.
5. This contract will continue in full force and effect from and after the date the same is executed, until terminated. Termination of this contract may be affected by notice of Termination by either Client or Attorney on thirty (30) days' written notice. Except for cause, this Contract may not be terminated by the City during the period commencing with the date of the regular municipal election for candidates and ending one-hundred eighty (180) days thereafter.
6. Nothing contained in this contract shall prevent Client and Attorney from agreeing upon, and entering into, separate and distinct legal services contracts on an ad hoc, or particular matter, basis.

Dated: 7/27/2020
City of Pevely, Missouri

By: Stephanie G. Haas
Mayor of City of Pevely, Missouri

Attest: Ashley Honeys
City Clerk of City of Pevely, Missouri

Dated: 8/27/20
The Sweeney Law Firm

By: [Signature]
Robert Sweeney

By: [Signature]
Allison Sweeney