

BILL NO. 06-01-2025

ORDINANCE NO. 5960

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN UPDATED SERVICES AGREEMENT FOR CITY ATTORNEY AND CITY COUNSELOR OF THE CITY OF WARRENSBURG MISSOURI

WHEREAS, the City of Warrensburg has received legal and prosecutorial services from Harris, Harris, Sommer and Peppard, LLC for an extended amount of time. Doug Harris served as the City's primary legal counsel with the active involvement and assistance of Adam Sommer; and

WHEREAS, the City received the resignation of Mr. Harris as of December 31, 2024, and Mr. Sommer has served as the City's legal counsel for the intervening five months; and


WHEREAS, the Updated Services Agreement formalizes the City's employment of Harris, Sommer and Peppard, LLC under Sec. 2-161 through Sec. 2-163 as City Attorney, and under Secs. 2-186 and 2-187 as City Counselor of the Warrensburg City Code.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WARRENSBURG, MISSOURI, AS FOLLOWS:

Section 1. The Mayor and City Clerk are authorized to sign the attached Updated Services Agreement for City Attorney and City Counselor of the City of Warrensburg, Missouri with Harris, Sommer & Peppard, LLC.

Section 2. That this ordinance shall be in full force and effect after its passage by the City Council.

Read two times and passed in open session this 9 day of June, 2025.


Bruce D. Uhler, Mayor

ATTEST:


Jodi L. Schneider, City Clerk



June 5, 2025

Hon. Bruce Uhler
Mayor, City of Warrensburg
102A S. Holden Street
Warrensburg, Missouri 64093

Re: Updated Services Agreement for City Attorney and City Counselor

Dear Mayor and Council Members:

Our firm is pleased to continue its work as City Attorney under Sec. 2-161 through Sec. 2-163 and as City Counselor under Secs. 2-186 and 2-187 of Warrensburg City Code, and upon approval of Council we will accept the re-appointment to that position. This letter outlines the terms and conditions of our representation to the City as "Client." These terms are subject to change after notice and agreement by the parties. Please confirm with the City's acknowledgement at the bottom of this letter.

Duties.

- A. **CITY COUNSELOR:** The city counselor shall represent the city in any suit or action at law or in equity brought by or against the city except in prosecutions for violations of municipal ordinances; shall represent the city in all other cases in all courts of record in this state; shall draft all ordinances and contracts and all legal forms of every kind, give legal advice to the city council and other officers of the city, and perform such other duties as shall be prescribed by ordinance or shall be ordered by the city council or the mayor.
- B. **CITY ATTORNEY:** It shall be the duty of the city attorney to prosecute all violations of this Code and other ordinances of the city before any court hearing such a case. In any complaint made alleging a violation of a municipal ordinance, the city attorney may, if in his judgment the interest of the city demands it, require the complainant, or party at whose instance the complaint is made, to give security for costs, to be approved by the judge hearing the cause, before proceeding further with such cause.

Firm Members Responsible. K. Adam Sommer is the Attorney who is primarily responsible for the Client's legal work as the designated "City Attorney" and "City Counselor" as provided in City Code, while Tomei Peppard will also work with Client's matters as needed

and be appointed, by this agreement which shall serve as written notice under Sec. 2-163 of the City Code, as the Assistant City Attorney and may, from time to time, provide substitute counsel as City Counselor when required.

Legal Fees and Expenses.

- A. **CITY COUNSELOR:** The hourly rate for governmental services for all attorneys is \$150.00 per hour. Fees are charged in tenth hour increments. Expenses are charged at actual reimbursement rate. Mileage for any required travel outside of the City of Warrensburg is charged at the IRS mileage rate. Interoffice communications between attorneys solely for the purpose of sharing information concerning the Client *are not* billable. Upon request, a statement of charges and expenses to date will be provided more frequently than monthly.
- B. **CITY ATTORNEY:** The City prosecution docket utilizes a set monthly fee to be set at \$4,150.00 per month, which shall include all regular review and filing of tickets and attendance by one attorney (minimum) at every City prosecution docket of regular schedule. Any cases which are filed for “*De Novo*” review shall be billed at the hourly rate of \$150.00 per hour and detailed statement for the same provided with the monthly billing statements regularly provided.
- C. Attorney will provide detailed monthly statements including itemized departmental tracking, to the best of Attorney’s ability, for City’s review, and separate global billing statement of the total monthly expense owed for services. These rates are subject to change, however, you will be notified *at least 180 days* in advance of such changes.

Payment of Fees. Fees are invoiced monthly, with time and expenses annotated in detail. Payment is expected within 30 days of statements remittance.

Files. The City is the owner and maintaining party for all files. The City Attorney/City Counselor may, from time to time, create work product which is shared with the City for its own retention for future use. This agreement is contractual in nature and does not create an employer/employee relationship and our firm is not responsible for the City’s creation and implementation of records and record retention policy. Any work product in possession of our firm shall remain our firm’s work product upon termination of services, excepting those items shared with the City for its continued use prior to any such termination.

Electronic Communication. Electronic communication, in all forms, is often important for quick, efficient communication between the Attorney and the Client, or when appropriate, the Attorney and other persons. However, electronic communication is not a secure method of communication. It is possible that an electronic message (including e-mail) sent to or from the

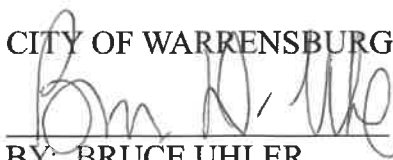
Attorney or the Client, or between the Attorney and other persons, could be copied and retained by another computer through which it might pass during such communication. Also, persons not participating in an e-mail might intercept it by improperly accessing the computer of either the Client, the Attorney or other person, or even a computer not directly connected to the participants but through which the e-mail is passed during the communication. Understanding the benefits and risks, the Client agrees that the Attorney may use e-mail communication in handling the Client's case and accepts the risks of e-mail not remaining secure and confidential.

Scope of Representation. Our services will be provided only as to matters for which we are consulted. If there is a City matter for which the City or its officials desires a legal opinion, guidance, or court representation, then the attorneys must be contacted and directed to take action with respect to that matter. Attorneys will respond promptly when directed to take action. Mr. Sommer will attend all regularly schedule City meetings barring rare exception and will attempt to provide Ms. Peppard in his absence if necessary.

Failure to Cooperate. If the Client fails to cooperate in the preparation or prosecution of the representation, including failure to pay fees promptly, Harris, Sommer and Peppard, LLC reserves the right to withdraw from further representation of the Client, by providing written notice of the Client's failures to cooperate, and the Client agrees to pay a reasonable fee for the time spent on the representation and agrees to reimburse Harris, Sommer and Peppard, LLC for all costs and expenses incurred up to the time of the Attorney's withdrawal from representation.

Termination of Services. Client may terminate the services of Attorney and the firm by giving notice in writing of its intent to terminate services. This agreement shall renew on an annual basis based on the date accepted by the City, unless either party provides its notice in writing thirty days (30) prior to the anniversary date of this agreement of its intention not to renew.

CITY OF WARRENSBURG

BY: 
BRUCE UHLER
MAYOR

DATE: 6/9/25

HARRIS, SOMMER AND PEPPARD, LLC

BY: 
K. ADAM SOMMER
MEMBER

DATE: 6/9/25

ATTEST:


JODI SCHNEIDER, CITY CLERK

DATE: 6-9-2025