

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, APPOINTING COLE BRADBURY LAW FIRM LLC AS INTERIM CITY ATTORNEY/CITY PROSECUTOR.

WHEREAS; the Mayor has appointed Cole Bradbury as interim City Attorney/City Prosecutor pursuant to City Ordinances Sections 115.300 and 115.350 and the consent of the Board is required for such appointment:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI AS FOLLOWS:

Section 1. The Board of Alderman consents to the appointment of Cole Bradbury as Interim City Attorney/City Prosecutor pursuant to City Ordinances sections 115.300 and 115.350. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City an agreement with Cole Bradbury Law Firm LLC substantially under the terms set forth in the attached contract identified as Exhibit A.

Section 2. Severability

The chapters, sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or degree of any Court of any competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance since the same would have been enacted by the Board of Aldermen without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 3. Repeal of Ordinances not to affect liabilities, etc.

Whenever any part of this ordinance shall be repealed or modified, either expressly or by implication, by a subsequent ordinance, that part of the ordinance thus repealed or modified shall continue in force until the subsequent ordinance repealing or modifying the ordinance shall go into effect unless therein otherwise expressly provided; but no suit, prosecution, proceeding, right, fine or penalty instituted, created, given, secured or accrued under this ordinance previous to its repeal shall not be affected, released or discharged but may be prosecuted, enjoined and recovered as fully as if this ordinance or provisions had continued in force, unless it shall be therein otherwise expressly provided.

Section 4. That this Ordinance shall be in full force and effect from and after the date of passage and approval of the Mayor.

I hereby certify that Ordinance No. 23.07 was duly passed on Feb. 2, 2023 by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5

Nays: 0

Abstentions: 0

Absent: 1

This Ordinance is hereby transmitted to the Mayor for his signature.

February 2, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 23.07.

Michael Harrison
Michael Harrison, Mayor

February 2, 2023
Date

Tara Berreth
Tara Berreth, City Clerk

MUNICIPAL ATTORNEY SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) is dated effective as of the 31st day of January 2023, by and between the City of Osage Beach (“City”), and **COLE BRADBURY LAW FIRM L.L.C.** (“Contractor”), a professional attorney practicing in Camden County, Missouri.

WHEREAS, the contractor is a licensed attorney in the State of Missouri and qualified to serve as City Attorney; and

WHEREAS, the City desires that the contractor provide such municipal attorney services to the City.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth; the Parties hereto have agreed, and do hereby agree as follows:

1. Term of Appointment. The Mayor appoints, and the Board of Aldermen confirms, contractor for a period commencing on the effective date hereof and continuing on a month-to-month basis. Contractor hereby accepts such appointment and agrees to perform the services hereinafter described all upon the terms and conditions herein stated.

2. Scope of Services to be Provided. Contractor is hereby appointed as City Attorney and will be responsible for the following duties. Contractor shall comply with all the laws of the State of Missouri and Osage Beach Municipal Code.

- A. **Municipal Attorney Scope of Services:** Performance of services as required by the City shall be in a professional and timely manner. Services will vary by project and may include, but are not limited to, the following tasks:
- Serve as legal advisor to and counsel for the Mayor, Board of Aldermen, City Administrator, Special Committees, Boards/Commissions, Department Managers, and the City employees engaged in City business when authorized by the Mayor or City Administrator.
 - Land use rights in Missouri - Ability to draft, review, and present legal documents relative to acquisitions, easements, variances, right-of-way, and other land uses to include property acquisition, annexations, and zoning.
 - advise the Board on any matters relating to compliance with State Statutes, City Code and policies, and Roberts Rules of Order.
 - Performs legal research, fieldwork, and other work and communicates the results to the appropriate person.
 - Negotiates, reviews, and prepares contracts, agreements, and conveyances, such as service agreements, lease agreements, franchise agreements, easements, purchase contracts, and other legal documents on behalf of the City.
 - Reviews, analyzes, drafts, and revises ordinances, policies, manuals, and other memoranda for the City and its various departments to ensure they are coherent, enforceable, and

consistent with State and Federal law; advises the Board of Aldermen, the City Administrator, and City departments when revisions and changes need to be made.

- Researches, interprets, and applies laws, court decisions, and other legal authority in the preparation of opinions and briefs; prepares formal legal opinions upon request of the Board of Aldermen, City Administrator, or City staff.
- Drafts or supervises drafting of ordinances and resolutions for the Board of Aldermen, explains the foregoing to the Board of Aldermen, and answers questions related thereto.
- Analyzes legislation including proposed State and Federal legislation affecting the City.
- Engages in litigation-related matters including drafting, discovery, court-attendance, mediation, investigation, hearings and trials, and similar activities.
- Prepares for and attends the Board of Aldermen meetings, Board of Adjustment meetings, and other boards and committee meetings of the City.
- Supervises acquisition of real property interests for the City to include title review, interdepartmental communications, negotiations, and litigation.
- Performs other such duties as may be required by virtue of this position as City Attorney and as directed by the Board of Aldermen.
- Provide schedule that attorney or firm will be available on premises.

B. Prosecuting Attorney Scope of Work: Responsibilities include reviewing, prosecuting, and trying cases submitted by the City and County law/code enforcement agencies and personnel. The Osage Beach Municipal Court is held monthly at the Osage Beach City Hall.

- Representing the City in all municipal court cases.
- Provide legal advice to the City staff and police officers related to violations of State and City criminal codes.
- Be available to review and sign probable cause statements, warrant requests, bond requests and other court, detention, and bond documents.
- Review all citations and summons presented to the municipal court; determines prosecution decision, dismiss summons as needed, signs and forwards valid charges to municipal court personnel.
- Attends and represents the City at all regular municipal court sessions.
- Attends and represents the City at all special arraignments or special municipal court sessions.

3. Fees. For the services rendered pursuant to this Agreement, contractor shall submit an invoice to the City for services. Contractor shall be paid Fifty-Five Dollars (\$55.00) per hour contracted and will receive a Form 1099 at the end of the year. Contractor shall be responsible for paying all taxes due on such compensation. Contractor shall submit to the Mayor or his designee a weekly statement of hours worked but shall not be required to keep records of time spent on particular duties or projects. Contractor shall be paid every two weeks.

4. Professional Training. Contractor agrees to attend all required continuing municipal attorney education training sessions, at his own cost and expense, and will provide documentation of said training to the City upon request.

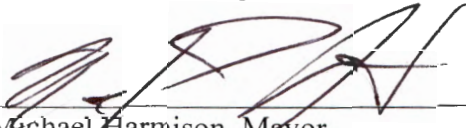
5. Independent Contractor. In performing the services herein specified, contractor is acting as an independent contractor and shall not be considered an employee of the City.

6. Voluntary Termination. Notwithstanding herein to the contrary, either party may elect to terminate this Agreement, upon written notice of at least thirty (30) days. The Contractor shall not assign, transfer or sub-contract any work either in whole or in part.

7. Entire Agreement; Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or earlier termination of this Agreement.

For the City of Osage Beach

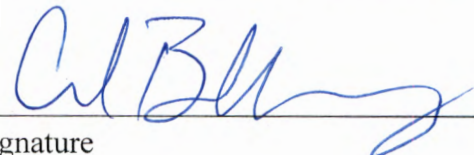
1-31-23
Date



Michael Harmison, Mayor

Contractor: Bradbury Law Firm LLC

1/31/23
Date



Signature