

ORDINANCE NO. 2020-07-01

AN ORDINANCE OF THE CITY OF WESTON, COLLIN COUNTY, TEXAS, CONFIRMING THE APPOINTMENT OF THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C. ("ARBH") AS THE MUNICIPAL ATTORNEY TO THE CITY OF WESTON ("CITY"), AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT AGREEMENT ("AGREEMENT"), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Weston, Texas is a Type A general-law municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Texas Local Government Code Chapter 22.010 states that "If a vacancy exists in any other municipal office, the mayor or acting mayor shall appoint a person to fill the vacancy, subject to confirmation by the governing body"; and

WHEREAS, the City Council has determined that it is necessary and in the best interest of the City to retain legal counsel to advise the City in the matters addressed in the proposed Agreement; and

WHEREAS, the City Council desires to retain the services of ARBH as counsel to perform the aforementioned services and to authorize the Mayor to execute the engagement agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS:

SECTION 1 APPOINTMENT

The Weston City Council hereby confirms the appointment of ARBH as the municipal attorney and grants the Mayor the authority to execute the agreement on behalf of the City of Weston. A copy of the signed Agreement shall be attached to this Ordinance.

SECTION 2 EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.

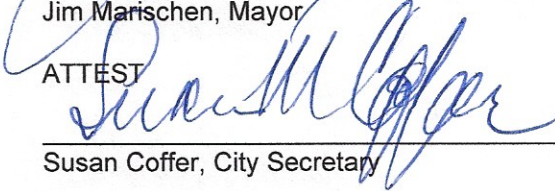
PASSED AND APPROVED by Council this, the 14th day of July, 2020.

APPROVE



Jim Marischen, Mayor

ATTEST



Susan Coffey, City Secretary

A | R | B | H

ABERNATHY ROEDER BOYD HULLETT

EST. 1876

Richard M. Abernathy
rabernathy@abernathy-law.com

1700 Redbud Boulevard, Suite 300 | McKinney, Texas 75069
Main: 214.544.4000 | Fax: 214.544.4040

June 23, 2020

James Marischen
Mayor and City Council
City of Weston

Via Electronic Mail
mayor@westontexas.com

Re: Abernathy, Roeder, Boyd & Hullett, P.C. Legal Representation

Dear Mayor Marischen:

This firm appreciates the opportunity to represent the City of Weston. This engagement agreement sets forth the agreement between Abernathy, Roeder, Boyd & Hullett, a Professional Corporation (“ARBH”) on the City of Weston (“Weston”) for legal services.

Our fee is based upon the amount of time we devote to each matter. It is impossible to determine in advance the amount of time necessary to complete a matter. It may be necessary to have other professionals in this office perform services on a matter other than the specific attorney retained. We will use our best judgment to determine the most economical use of our attorneys and staff personnel. Billed time includes all time spent on a matter including conferences, telephone calls, investigation, research, negotiations, drafting of documents and correspondence, client communications, communications with opposing counsel, discovery preparation and responses, depositions, filing and responding to pleadings, preparing for and attending trial, travel to and from locations away from our office, and other expenses associated with trying and preparing for trial of a case. We charge for telephone time because many times an attorney can accomplish as much on your behalf by telephone as in a face-to-face meeting with you or the opposing attorney. The use of the telephone saves your personal time and that of the attorney and results in a lower cost to you. Any figures we quote you for the total cost of our services are merely estimates. The opposing attorney or others may engage in activities beyond our control requiring us to expend additional time not originally contemplated.

The scope of our representation shall be to provide legal counsel to you in relation to matters referred to us by you. If other legal services are requested, such as representation of you in litigation, we may require a separate engagement agreement to govern such services.

You will receive itemized bills, which will be sent on a regular periodic basis based upon hourly rates presently ranging as follows:

1.	Shareholders and Directors	\$250.00
2.	Associates	\$220.00
3.	Legal Assistants	\$ 80.00

Time is billed in units of one-tenth hour each. From time to time our firm is required to adjust its hourly rates to more accurately reflect changing economic circumstances. If this occurs, you will be notified in advance.

In addition, you will be responsible for all costs which we may incur on your behalf. These costs include, but are not limited to, copy and telephone expenses. A list of our current fees are attached. We reserve the right to adjust these charges on a periodic basis without first consulting with you.

The periodic bill which we will mail, usually monthly, itemizes the time and costs charged to your account for that period. If you have any questions regarding the statement, you should feel free to contact Ms. Becky Wood in our billing department. All balances on your account are due upon receipt. Your account with this firm is an open account as that term is defined by Texas law. If you do not timely pay the account we have the right, at our discretion, to withdraw from representing the City of Weston.

We also have the right, at our discretion, to withdraw from representing the City of Weston if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or if for any reason our relationship becomes unworkable. Likewise, you may discharge us at any time for any reason. You will be responsible for any fees and costs incurred prior to our withdrawal or discharge, including time and costs expended to turn over the file(s) and other information to you or substitute counsel.

You should know that the General Counsel's Office at the State Bar of Texas (800/932-1900) investigates and prosecutes professional misconduct committed by Texas attorneys. ARBH is committed to follow the Texas Lawyer's Creed, which may be found at www.txethics.org/reference_creed.asp.

Unless you retrieve your file within thirty (30) days after the date we conclude our representation of your interest in this matter, you agree that we may, in our sole discretion, destroy the file. You agree that we may at any time electronically copy your file and destroy the physical file. We will not be obligated to provide you with any additional notice of our intent to destroy this file or a copy of this file.

James Marischen
City of Weston
June 23, 2020
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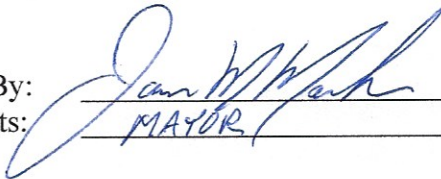
This Agreement contains all of the terms of ARBH's financial arrangement with you and can only be modified by a written document signed by all parties, except for any hourly rate adjustment as set out above, except for any hourly rate adjustment as set out above.

Signed this 23rd day of June, 2020.

Abernathy, Roeder, Boyd & Hullett, P.C.

By: /s/ Richard M. Abernathy
Richard M. Abernathy

City of Weston

By: 
Its: MAYOR



LIST OF COSTS

1. In-House Black and White Photocopy.....20¢ / page
2. In-House Color Photocopy30¢ / page
3. Facsimiles (per page, sent).....\$1.00
4. Survey Copies40¢ / page
5. In-house Courier (Dallas and surrounding cities).....\$45.00
6. In-house Courier (local).....\$10.00
7. Outside Courier ServiceAt Cost
8. Legal Research (Lexis / PACER, etc.)..... At Cost
9. Filing Fees & Process Services..... At Cost
10. Telephone Conference Call Service.....At Cost
11. Postage Current U.S. Postal Service Rate
12. Federal Express..... At Cost
13. Outside Duplicating At Cost
14. Travel and Expenses At Cost
15. Expert Fees..... At Cost
16. Professional Services At Cost