

## **ORDINANCE 891**

**AN ORDINANCE ESTABLISHING COMPENSATION FOR THE CITY ATTORNEY OF THE CITY OF BURLINGTON, KANSAS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BURLINGTON, COFFEY COUNTY, KANSAS:**

### **SECTION 1. COMPENSATION FOR CITY ATTORNEY.**

**WHEREAS, Kansas Statute Annotated 13-516 requires, 'The City Attorney shall receive a salary which shall be fixed by ordinance. The City Attorney shall attend all cases where the City is a party, in all courts; he or she shall draft all ordinances, contracts, agreements, etc.; he or she shall attend all meetings of the Council, and shall be under the immediate control of the Governing Body.' And,**

**WHEREAS, City of Burlington requires a CONTRACT FOR PROFESSIONAL SERVICES OF CITY ATTORNEY; and Section 2, Section 3, and Section 4 of the Contract state:**

**SECTION 2: COMPENSATION FOR DUTIES ENCOMPASSED IN THE CITY CODE. NOW THEREFORE, the parties hereto agree to compensation to City Attorney for legal services for regular duties performed for the City:**

1. City of Burlington shall compensate City Attorney \$3,500 per month for performance of duties outlined in the Code of the City of Burlington, Chapter I, Article 3, Section 1-311. City Attorney shall attend two meetings of the City Council; and the City Attorney shall attend one session of Municipal Court each month and, as necessary, quarterly Municipal Court Payment Reviews.
  - a. All communications with City of Burlington concerning City matters, including but not limited to emails, phone calls, office visits, and correspondence, are included in the \$3,500 retainer paid to the City Attorney, and shall not be billed separately.
  - b. The City Attorney shall communicate with Burlington City Clerk's Office in relation to Municipal Court activities and cases with the understanding that communications are compensated for in the \$3,500 retainer, and shall not be billed separately.
    - 1) Communications with defendants or their legal representatives shall not be billed to the City.
    - 2) It shall be the responsibility of City Attorney to compensate any Designated Colleague.
    - 3) It is the understanding of the City and City Attorney that circumstances may arise wherein the City Attorney (or Designated Colleague) will not be able to attend a City Council Meeting, Municipal Court, or payment review due to illness, injury, vacation, weather event, or other foreseeable or unforeseeable circumstance. City Attorney and City shall arrange alternate means of attendance by phone or teleconference if possible. If alternate means of attendance is not possible, City Attorney shall be excused from attendance.
    - 4) The City Attorney shall bill directly any city for the City Attorney's time involved in prosecuting any cases for any city with which the City has a Contract to perform municipal court services pursuant to the terms of any such Contract.

**SECTION 3: COMPENSATION FOR MUNICIPAL COURT DIVERSIONS. NOW THEREFORE, the parties hereto agree to compensation to City Attorney's Office for administrative services involving Diversions:**

1. A Diversion Fund has been set up by the City for Diversion fees collected from defendants by the City Attorney's Office. Disposition of funds from the Diversion Fund is at the discretion of the City Attorney.
  - a. City Attorney shall remit to the City of Burlington the Diversion fees that are paid by defendants.
  - b. City of Burlington shall deposit all Diversion fees into the Diversion Fund.
  - c. City Attorney will submit a bill to the City for Diversion Processing Fees for administrative services; and City of Burlington will pay said Diversion Processing Fees out of the Diversion Fund.

**SECTION 4: COMPENSATION FOR UNIQUE ASSIGNMENTS. NOW THEREFORE, the parties hereto agree to compensation to the City Attorney for legal services for unique assignments:**

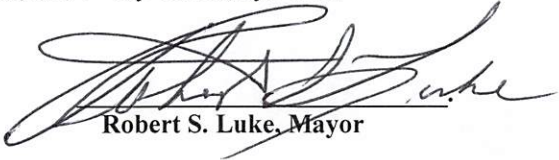
1. City shall compensate City Attorney at the rate of \$195.00 per hour for unique assignments deemed necessary by the Governing Body. A unique assignment shall be above and beyond duties and responsibilities encompassed in the Code of the City of Burlington, Chapter I, Article 3, Section 1-311. Unique assignments might include any appeal from Municipal Court, intensive drafting or review of city ordinances outside the normal or usual course of City business, intensive legal research (ie. novel or unique issue), involvement in City litigation (other than Municipal Court), extremely time sensitive and/or laborious matters, or other similar matter whether unanticipated or anticipated. Unique assignments listed herein are for illustration purposes only, and are not limited to those listed.
  - a. Compensation for a unique assignment shall encompass office visits, phone calls, emails, and other forms of interaction necessary to complete the assignment.
  - b. When possible, the terms and scope of any unique assignment shall be reduced to writing, however the absence of a writing does not otherwise invalidate City Attorney's billing on a unique assignment.
  - c. City shall submit payment of City Attorney's invoices for unique assignments within 30 days of receipt.


**SECTION 2. ORDINANCES IN CONFLICT.** This Ordinance 891 amends the Code of the City of Burlington and shall take precedence over any previously approved ordinances.

**SECTION 3. EFFECTIVE DATE.** This Ordinance 891 shall take effect and be in force from and after its publication in the Coffey County Republican, the official city newspaper.

**ADOPTED** by the Governing of the City of Burlington, Kansas, this 4<sup>th</sup> day of January, 2023.

(SEAL)

  
Robert S. Luke, Mayor

**ATTEST:**   
Anne C. Brown, City Clerk