

RESOLUTION 12-14-20

WHEREAS, the City of Milbank, a political subdivision of the State of South Dakota, has the authority to contract for legal services pursuant to South Dakota Codified Laws, Section 9-14-23, and

WHEREAS, the City of Milbank has need of legal advice and council concerning the operation of the city, and

WHEREAS, the City of Milbank desires to contract for legal services with an attorney, and

IT IS THEREFORE RESOLVED that the City of Milbank, Grant County, Sate of South Dakota, does hereby accept the following contract for legal services:

CITY OF MILBANK RETAINER FOR LEGAL SERVICES

Mark A. Reedstrom for a retainer of one-thousand dollars (\$1,000) per month shall be retained as general counsel to render legal services until termination of appointment in writing is given and shall not take or handle any matters adverse to the City of Milbank.

Services include in the aforesaid retainer fee, without additional charge, said attorney shall render legal services and general advice to the city council of the City of Milbank as pertains to the city business and municipal matters, draft ordinances and contracts as needed in the normal course of city business, prosecution of city ordinance violations, and shall attend meetings of the city council and the Planning and Zoning Commission on a regular basis.

For all services not above me enumerated, specifically including research, civil litigation, collections, recodification, public finance and bond issues, extensive travel time, mortgages, security interests, and only other services not mentioned in the preceding paragraph of this agreement, the City of Milbank agrees to pay Mark A. Reedstrom the hourly rate of \$120 for said services when billed. The City of Milbank agrees to reimburse Mark A. Reedstrom for all out-of-town travel when billed at the rate of thirty-one cents (\$.31) per mile.

The City, or Attorney Reedstrom may terminate this agreement upon the giving of thirty (30) days written notice. Upon termination of this agreement, Mark A. Reedstrom agrees to return all City of Milbank files transferred to him by the previous City of Milbank attorney, as well as all new City of Milbank files opened by Attorney Reedstrom, to the City of Milbank Administrator, including all documents in said files relating to the City of Milbank, except Attorney Reedstrom's personal handwritten or typed notes and personal memorandums to said files. The City agrees to allow Mark A. Reedstrom to copy any documents at the City's expense for his document retention obligations required by any statutory or ethical laws. The

City further agrees to allow Mark A. Reedstrom access to the aforesaid files at any time after his termination in the event any issue is raised relating to Mark a. Reedstrom's activities as City of Milbank attorney.

This agreement will remain in full force and effect, as aforesaid, except upon thirty (30) days written notice of termination by either party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mark A. Reedstrom, Attorney

CITY OF MILBANK

BY: \_\_\_\_\_  
Pat Raffety, Mayor