

Sponsor: Koonce

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Attorney-Client Agreement between the City of Florence and James R. Thrash to provide legal services regarding a new solid waste transfer station is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor is hereby authorized to execute said Agreement on behalf of the City of Florence.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK - TREASURER

ATTORNEY-CLIENT AGREEMENT

1. The undersigned City of Florence(Client) hereby retains and employs JAMES R. THRASH as it's Attorney at Law to represent it in the following cause:
To file a Petition for a declaratory action pursuant to Code of AL section 22-27-48.1 in the Circuit Court of Lauderdale County for an Order ruling that the local governing body meet the required criteria of the statute concerning local approval for the solid waste transfer station. In this case the local governing body being the Counsel for the City of Florence concerning the siting of a new Solid Waste transfer station facility.
2. Client empowers Attorney to initiate such legal action as may be advisable in the judgment of said Attorney and to affect a final determination, judgment, compromise or settlement, subject to the approval of Client, in the matter.
3. 4. As compensation for such legal services in this matter, Client agrees to compensate Attorney as follows:
\$350.00 per hour payable upon receipt of an itemized invoice.
5. Client agrees to pay all cost, necessary disbursements, and reasonable personal and travel expenses incurred by Attorney in handling Client's cause.
6. Any settlement or compromise of said cause is to be made by and through said Attorney, with the consent and approval of client, and not otherwise. This agreement, unless otherwise specifically stated, shall not cover fees charged in connection with any appeal of this cause to any appellate court.

IN WITNESS WHEREOF, Attorney and Client have executed this agreement on this the _____ day of _____, 2025.

ATTORNEY

CLIENT

WITNESS

CLIENT