



Board of Aldermen Request for Action

MEETING DATE: 3/3/2026

DEPARTMENT: Administration

AGENDA ITEM: Bill No. 3098-26, Employing Fisher, Patterson, Sayler & Smith, L.L.P as special counsel – 1st & 2nd Reading

REQUESTED BOARD ACTION

A motion to approve Bill No. 3098-26, employing Fischer, Patterson, Sayler and Smith L.L.P. as special counsel. First and Second Reading by Title only.

SUMMARY

The purpose of the bill is for the City to formally employ Fisher, Patterson, Sayler and Smith, L.L.P as special counsel for the City regarding certain actions to which the City is a party in federal court.

PREVIOUS ACTION

The matter was previously discussed by the Board of Aldermen and the Board of Aldermen authorized and directed City Staff to prepare this ordinance to formally employ Fisher Patterson as special counsel for the City.

POLICY OBJECTIVE

To employ a law firm with specialized knowledge and skill regarding actions in federal court and whom City Staff has previously work with in other similar actions.

FINANCIAL CONSIDERATIONS

The rates set forth in the engagement letter provided to the City are at or below market value for other similarly specialized and knowledged law firms.

ATTACHMENTS

- | | |
|--|-----------------------------------|
| <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Agreement | |

BILL NO. 3098-26

ORDINANCE NO. 329X-26

**AN ORDINANCE EMPLOYING FISHER, PATTERSON, SAYLER AND SMITH, L.L.P.
AS SPECIAL COUNSEL**

WHEREAS, Section 79.230, RSMo provides that the Mayor and Board of Aldermen may employ special counsel by ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

SECTION 1. That Fisher, Patterson, Sayler & Smith, L.L.P. is hereby employed as special legal counsel on matters as may be directed by the Mayor or City Attorney from time-to-time, and the Mayor is hereby authorized to execute the attached engagement letter agreement on behalf of the City.

SECTION 2. The Mayor, City Administrator, and other employees and agents of the City, are hereby authorized and directed to execute such other documents, certificates and instruments and take such actions as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 3rd day of March 2026.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

First Reading: 3/3/2026

Second Reading: 3/3/2026

LEGAL SERVICES AGREEMENT

This Agreement is entered into between the City of Smithville, Missouri (“City”) and Fisher, Patterson, Saylor & Smith L.L.P. (“Contractor”).

WHEREAS Paul F. Gordon and Jacob D. Bielenberg, attorneys, have a long-standing practice involving the defense of governmental entities including cities and counties located in the State of Missouri as well as their elected officials, employees and volunteers, and

WHEREAS Mr. Gordon and Mr. Bielenberg are Partners with Contractor; and

WHEREAS the City is from time to time in need of representation and counsel regarding matters in which Mr. Gordon and Mr. Bielenberg have a long-standing practice, the City wishes to engage Mr. Gordon, Mr. Bielenberg, and Contractor; and

WHEREAS on or about January 27, 2026, the City through its City Attorney initially contacted Mr. Bielenberg on behalf of the City and its governing body regarding representation in the matter identified below; and

WHEREAS prior to the date of execution of this Agreement, a discussion of services to be provided, and rates to be charged, and the scope of duties and promises were discussed and agreed to; and

WHEREAS the City now seeks to further acknowledge and formalize by written agreement the terms and conditions of the engagement of Mr. Gordon, Mr. Bielenberg, and Contractor; and

WHEREAS this Agreement formalizes the agreement between the City and Contractor, to the extent the terms of this written Agreement conflict with the terms of the any prior discussion, this agreement shall prevail.

NOW, THEREFORE, the City and Contractor wish to enter into this written Agreement under the following terms:

SECTION 1. SCOPE OF SERVICES

A. The City hereby retains and employs Contractor to provide legal representation of the City and its duly elected officials, in particular the City of Smithville, Jack Hendrix, Chuck Soules and Jim Waddle in the matter of *William J. Becker v. City of Smithville, Missouri, Jack Hendrix, Chuck Soules and Jim Waddle*, currently pending in the United States District Court for the Western District of Missouri, Case No. 4:26-cv-00042-BCW (“the matter”) initially filed January 16, 2026. The Contractor will provide services in accordance with the standard practices and ethical obligations recognized by the State of Missouri.

The Contractor shall report directly to, and take direction from the City through its City Attorney.

The Contractor is authorized to subcontract for additional legal, support and investigation services, and experts, as needed and as approved by the City through its City Attorney.

SECTION 2. ATTORNEY FEES

The Contractor will provide the City with legal services under this Agreement based on the following hourly rates:

Partners and Of Counsel	\$250.00
Associate Attorneys	\$195.00
Paralegals and Law Clerks	\$100.00

A. Contractor agrees to assign matters to associate attorneys, paralegals and law clerks to achieve the most cost-effective service in the City's best interest. Contractor agrees not to bill for the services of more than one attorney (or paralegal/law clerk or combination of attorney, paralegal/law clerk) who attends the same meeting, conference or event unless approved in advance. Contractor agrees to assign work to attorneys, paralegals and law clerks in a way to achieve the most cost-effective benefit to the City and in the City's best interest.

B. The City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Agreement.

SECTION 3. MISCELLANEOUS EXPENSES

A. Contractor will not charge City for local travel (50-mile radius) or typical overhead items.

B. Contractor will not incur expenses chargeable to the City without prior approval of the City.

C. Expenses incurred with the approval of the City will be charged to the City at the amount paid and without additional upcharge or handling fees.

SECTION 4. FREQUENCY OF BILLING

A. Contractor will bill fees and expenses monthly at the rates indicated in this Agreement.

B. Any disputed amount must be brought to the attention of the Contractor within 30 days of receipt of the invoice containing the disputed amount.

C. City agrees any services previously rendered where a bill has been submitted by Contractor, shall be paid in conformance to this Agreement.

SECTION 5. CONTACT DISPUTES

A. Questions or disputes raised by the City regarding this Agreement should be addressed to Jacob D. Bielenberg with the Contractor.

B. Questions or disputes raised by the Contractor regarding this Agreement should be addressed with the City Attorney for the City of Smithville

CITY:

CONTRACTOR:

CITY OF SMITHVILLE, MISSOURI

FISHER, PATTERSON, SAYLER & SMITH, LLP



Name: Cynthia Wagner
Title: City Administrator
Date: 2/6/2026

Name: Jacob D. Bielenberg
Title: Partner
Date: _____