

BILL NO. 2165

SPECIAL ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF CUBA, MISSOURI, ON BEHALF OF SAID CITY, TO ENTER INTO AN AGREEMENT WITH WILLIAMS ROBINSON WIGGINS P.C. FOR LEGAL SERVICES.

WHEREAS, the Board of Aldermen of the City of Cuba, Missouri (City), has determined that it is in the best interests of the City to enter into an agreement for legal services with Williams Robinson Wiggins P.C.

BE IT ORDAINED, by the Board of Aldermen of the City of Cuba, Missouri, as follows:

Section 1: The City of Cuba, Missouri, shall enter into an agreement for legal services with Williams Robinson Wiggins P.C. A copy of said Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Cuba, Missouri, is authorized to execute the Agreement on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF CUBA, MISSOURI, THIS ____ DAY OF _____ 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved this _____ day of _____ 2025.

KEVIN COPLING, MAYOR

Attest:

LAINIE GARBO, CITY CLERK

(City Seal)

Approved as to the form.
WILLIAMS ROBINSON WIGGINS P.C.

By: _____
Lance B. Thurman, #51214
901 North Pine Street, Fourth Floor
Post Office Box 47
Rolla, Missouri 65402
(573) 341-2266

ATTORNEYS FOR THE CITY OF CUBA, MISSOURI

Alderman	Vote on First Reading On _____, 2025	Vote on Second Reading On _____, 2025
Joyce Hartzell		
Debbie Martin		
David Honea		
Harold Halbert		
Tony Hutson		
Jeff Bouse		

Legal Services Contract

THIS AGREEMENT entered into this _____ day of _____, 2025, by and between the City of Cuba, Missouri, a Missouri municipality of the fourth class, herein called "City", and Williams Robinson Wiggins P.C., a Missouri professional corporation, herein called "Attorneys", wherein it is agreed as follows:

1. City will employ Attorneys as City's general counsel for a term of one year beginning March 1, 2025, and extending through April 30, 2026. Thereafter, said contract shall renew from year-to-year unless terminated by either party upon not less than sixty (60) days' advance written notice to the other.

2. Attorneys will provide legal representation to City in all civil matters, but not criminal matters, during the term of this contract.

3. City will pay to Attorneys for "general legal services" for the term of this contract a base fee of \$36,000.00, subject to adjustments as hereinafter set forth, said fee to be payable in twelve equal monthly installments of \$3,000.00 each, the first of said installments being due and payable within one month of receipt of the first billing statement received after April 1, 2025.

4. As general legal services, Attorneys will attend two regularly scheduled Board of Aldermen meetings each month, draft all ordinances and other documents not designated as a special project herein.

5. In addition to the base fee set forth above, City will pay to attorneys the sum of \$200.00 per hour for attorney time, and \$100.00 per hour for legal assistant time for representation in legal matters designated as "special projects." All special projects shall be deemed outside the scope of the general legal services provided for by paragraphs 3 and 4 above and shall be automatically billed, without prior approval of the City, in a separate itemized billing statement. All fees and expenses for special projects shall be billed monthly and shall be due and payable within one month of receipt of any billing statement. Those items automatically deemed special projects for purposes of this contract shall be as follows:

A. Representation in all legal matters before Missouri's Circuit and Appellate Courts and United States Courts.

B. The drafting or review of any ordinance exceeding four (4) pages of text or requiring attorney time in excess of two (2) hours to complete. This would include, but not be limited to, major rewrites of existing code articles or sections and the drafting of new code sections or articles requiring the devotion of significant amounts of time and research.

C. The handling of any transaction in which the City is an interested party involving the conveyance of real estate. This would include, but not be limited to, condemnation matters, annexation matters, and document preparation for the conveyance of real estate.

D. Attendance at special Board of Aldermen meetings, committee meetings, Planning and Zoning meetings, and Board of Adjustment meetings.

E. The drafting or review of any forms or other documents exceeding four (4) pages of text or requiring attorney time in excess of two (2) hours to complete. This would include, but not be limited to, the drafting or review of policy manuals and zoning regulation forms.

6. In addition to the items automatically specified as special projects in paragraph 5 above, there may be matters not addressed in paragraph 5 requiring the devotion of significant attorney time which Attorneys will request be specified as special projects. In all such cases, Attorneys will obtain the approval of City for designation as a special project before engaging in such special projects.

7. City shall reimburse Attorneys for mileage at the federal rate, but City shall not be required to reimburse Attorneys for out-of-pocket expenses incurred for long distance telephone expense, or copy expense incurred in connection with the general legal services described above in paragraph 4. However, City will reimburse Attorneys for out-of-pocket expenses incurred for long distance telephone expenses, copy expenses, deposition expenses, Circuit Court, Appellate Court or U.S. Court filing fees, transcript fees, witness fees, trial exhibit expenses, and travel and lodging expenses for all special projects.

8. Either City or Attorneys may terminate this contract at any time upon giving 60 days' written notice to the other. In the event of termination, Attorneys will return to City all original city code books and other original city documents, and Attorney shall retain for a period of at least six years following such termination all client files of City.

9. This agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first above written.

CITY OF CUBA, MISSOURI

By: _____

Kevin Copling, Mayor

ATTEST:

Lainie Garbo, City Clerk

(CITY SEAL)

Williams Robinson Wiggins, P.C.

By: _____

Emily Guffey

Managing Member