



**AGENDA**  
**PUBLIC HEALTH AND SAFETY COMMITTEE**  
**MEETING**

Conference Room 202  
Monday, December 8, 2025  
5:30 PM

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

- A. Minutes of the September 29, 2025 Public Health and Safety Committee Meeting

**IV. REVISED SOLICITOR CERTIFICATION**

- A. Attorney Nathan Bruns will present a revised Solicitor Certification document for the Committee's review.
- B. Revised Solicitor Certification

**V. FEE STRUCTURE FOR CITY ATTORNEY, PROSECUTING ATTORNEY, AND MUNICIPAL JUDGE**

- A. Fee Structure for City Attorney, Prosecuting Attorney, and Municipal Judge

**VI. DEFERRED PROSECUTION COURT**

- A. Prosecuting Attorney Tim Engelmeyer will review the operation of the Deferred Prosecution Court

**VII. OTHER**

**VIII. NEXT MEETING**

**IX. ADJOURNMENT**

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE PUBLIC HEALTH &

SAFETY COMMITTEE MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636)537-6716 AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.



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## **RECORD OF PROCEEDING**

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### **MEETING OF THE PUBLIC HEALTH AND SAFETY COMMITTEE CHESTERFIELD CITY HALL 690 CHESTERFIELD PARKWAY WEST CONFERENCE ROOM 101**

**SEPTEMBER 29, 2025**

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Chairperson Mary Monachella, Ward I, called the meeting to order at 5:30 p.m.

#### **PRESENT**

Chairperson Mary Monachella, Ward I  
Council Committee Member Patricia Tocco, Ward II  
Council Committee Member Lane Koch, Ward III  
Council Committee Member Gary Budoor, Ward IV  
Councilmember Mary Ann Mastorakos, Ward II  
Councilmember Merrell Hansen, Ward IV  
Assistant City Administrator Elliot Brown  
Cheryl Funkhouser, Chief of Police  
Associate City Attorney Nathan Bruns

#### **ABSENT**

#### **APPROVAL OF MINUTES**

Councilmember Gary Budoor made a motion, seconded by Councilmember Lane Koch to approve the minutes of the June 24, 2025 Public Health and Safety Committee Meeting Minutes. Chairperson, Councilmember Mary Monachella noted that the Ward designation for Councilmember Mary Monachella had not been noted in the minutes. This will be added to the June 24, 2025 minutes. The motion was then for the minutes to be amended with the addition. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

#### **SOLICITATION DISCUSSION**

Associate City Attorney Nathan Bruns presented the newly amended proposed ordinance regarding the regulation of commercial solicitation within the City of

Chesterfield. The application process was discussed with concerns about the authenticity of the business applying for the certificates of registration. It was noted that this will be part of the application packet that will be completed by the applicant. Any discrepancies on the application will be a reason to deny the certification. There will be no opportunity for reapplication once the certification is denied or revoked. The Chief of Police will review each application and approve or deny the application.

Councilmembers agreed that solicitors will be required to carry certification with them while soliciting. Suggested changes on the certificate will be forwarded to the Public Health and Safety Committee members at the next meeting (this certificate is not a part of the proposed ordinance).

Councilmember Budoor made a motion, seconded by Councilmember Koch, to approve the amended ordinance amending the Municipal Code Chapter 605 Regulating Commercial Solicitation and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

**CODE ENFORCEMENT UPDATE ON PROBLEM PROPERTIES WITHIN THE CITY**

**AND**

**DRAFT ORDINANCE AMENDING CHAPTERS 215 NUISANCES AND 235 PLACEMENT OF WASTE CONTAINERS**

(These two topics were listed individually on the Agenda but were addressed together at the meeting.)

Assistant City Administrator Elliot Brown introduced a draft ordinance updating the nuisance codes in Chapter 215 to exempt land used for growing agricultural crops, undeveloped tracts of land larger than one acre and naturally wooded areas from the tall grass and nuisance plant regulations. The ordinance also allows the City Arborist to identify and designate nuisance trees without a specific 50% criteria and adds language declaring vegetation encroaching on a sidewalk or street a nuisance.

There was additional discussion regarding waste containers. It was decided that waste containers on corner lots shall not be visible from the front of the house (the street address of the house).

There was also discussion regarding the time of day that trash containers may be placed on the street for pick up and the time of day that trash containers must be removed from the street. The Committee Members agreed that waste containers may be at the street curb no earlier than 5:00 PM on the evening before scheduled pick up; and waste containers must be removed from the street curb no later than 9:00 AM on the day following scheduled pick up.

Councilmember Tocco made a motion, seconded by Councilmember Koch, to approve the amended ordinance and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

**OPERATION OF MOTORIZED BICYCLES, TOYS, AND SCOOTERS ON PUBLIC SIDEWALKS.**

Chief Funkhouser requested input from Committee Members regarding increased complaints about motorized bicycles, toys and scooters operated within the City.

At this time, no vehicles unlicensed by the State of Missouri are allowed on any streets in the City. This includes scooters, toy cars, and toy motorcycles. Motorized bicycles that have pedals are allowed on the City Streets. At this time no other ordinance was requested and all motorized vehicles will be handled the same way as golf carts; all vehicles on the streets must be licensed by the State of Missouri. This issue will be monitored for future discussion if needed – no action taken.

**COMMUNICATION CONTRACT WITH THE ST. LOUIS COUNTY POLICE DEPARTMENT**

Chief Funkhouser informed the Committee Members that the St. Louis County Police Department has submitted a one-year contract for police communications for 2026. This contract amount is a 5% increase from 2025. No yearly renewal contractual proposals were included in this one-year contract. St. Louis County will submit a new contract for additional years in December, 2025 for future budgeting.

Councilmember Tocco made a motion, seconded by Councilmember Koch, to approve the Contract with St. Louis County Police Department for Police Communications and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

**SEE-CLICK-FIX**

Chairperson Monachella reported that there have been concerns voiced by residents about the use of the See-Click-Fix System (now renamed to Report A Concern on the City website). Assistant City Administrator reviewed the number of calls during the past 23 months. He noted there were approximately 1,000 complaints: 100 were complaints about the placement of trash containers, 300 were complaints about tall grass, others included complaints about dead trees and other vegetation complaints. Twenty-five percent (25%) of the complaints were anonymous.

There was a suggestion that anonymous complaints be removed from the digital complaint system. Furthering that idea, those residents who wish to place an anonymous complaint/concern may do so through the front desk at City Hall.

Councilmember Tocco made a motion, seconded by Councilmember Budoor, to remove the choice of submitting an anonymous complaint through the digital system and directing citizens wishing to file an anonymous complaint/concern through the front desk at City Hall. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

### **TEMPORARY CHANGE TO MISSOURI'S LIQUOR LAW FOR THE 2026 FIFA WORLD CUP**

Chief Funkhouser informed the Committee Members that the State of Missouri recently announced that there would be a temporary change to the State Liquor Law. This change would allow establishments selling liquor to sell liquor 23 hours a day for the duration of the 2026 FIFA World Cup Tournament (this would allow establishments to sell liquor between the hours of 6:00 a.m. and 5:00 a.m. the following day).

Discussion followed noting that there is reasonable cause to believe that the extended hours of operation and alcohol sales pose increased concerns for the safety of the residents in Chesterfield related to alcohol consumption and driving incidents. Therefore, Chief Funkhouser suggested that an ordinance be submitted to City Council to exempt the City of Chesterfield from the extended hours of for the sale of intoxicating liquor during the 2026 FIFA World Cup tournament. Councilmembers agreed.

Councilmember Koch made a motion, seconded by Councilmember Budoor to approve the recommended ordinance and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

### **UNFINISHED BUSINESS**

There was no new business.

### **NEXT MEETING**

There was no date set for the next meeting of the Public Health and Safety Committee.

### **ADJOURNMENT**

The meeting was adjourned at 7:15 p.m.

Respectfully submitted:

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Cheryl Funkhouser  
Chief of Police

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Dianne Johnson  
Administrative Assistant

Approved: \_\_\_\_\_

DRAFT

# CURRENT CERTIFICATE OF REGISTRATION



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690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • [www.chesterfield.mo.us](http://www.chesterfield.mo.us)

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October 1, 2025

Home Perfect Exteriors  
700 Spirit of Saint Louis Blvd Suite E  
Chesterfield, MO 63005

## CHESTERFIELD RESIDENTS:

The City of Chesterfield has issued a solicitor's permit **#25-13** to the following individual(s) representing **Home Perfect Exteriors**:

Nikolas Fowler-Hainen  
Nicholas Kutryb

Devon Luye  
Weston Heinz

It is understood that this organization's representative(s) will solicit homeowners for the purpose of selling roofing, siding and gutters. **This solicitation will begin on October 1, 2025 and be completed by October 28, 2025.**

There will be no solicitation on a state or national holiday. Solicitors are to knock on the front door only and avoid knocking on a front door that has a "No Solicitors, No Peddlers" sticker affixed. Solicitors should not solicit any residences in subdivisions and/or condominium complexes that have posted a sign on their property that states no soliciting or peddling is allowed.

Sincerely,

A handwritten signature in blue ink that reads 'Amanda Hurley'.

Amanda Hurley  
Deputy City Clerk





**TO: Michael O. Geisel, P.E.  
City Administrator**

**FROM: Elliot Brown, *EMB*  
Assistant City Administrator**

**Date: November 24, 2025**

**RE: December 8, 2025 Public Health & Safety Meeting  
Fee Structure for City Attorney, Prosecuting Attorney, and  
Municipal Judge**

As requested, I have reviewed the current rates for the City Attorney, Prosecuting Attorney, and Municipal Judge and compared those rates to those in other municipalities in the St. Louis region.

City Attorney Graville’s, Prosecuting Attorney Engelmeyer’s, and Municipal Judge Gaertner’s current monthly rates for services provide to the City are as follows:

Chris Graville	Appointed 2016	\$3,000. <sup>00</sup> per month
Timothy Engelmeyer	Appointed 2001	\$3,375. <sup>00</sup> per month
Mark Gaertner	Appointed 2021	\$3,037. <sup>50</sup> per month

Rates for each position from comparable cities in the region are attached and ranked from highest monthly fees to lowest (Exhibit A). It should be understood that each of these individuals are appointees and not employees. They each participate in private practices and have other municipal appointments. At the current rate structure, the City of Chesterfield has placed itself at a disadvantage when competing for professional hours.

**City Attorney:**

City Attorney Graville has requested an update to his existing fee structure with the City (Exhibit B). City Attorney Graville’s fee structure has not been adjusted since his original appointment in 2016. Rather than increasing the monthly retainer, he requests the following rate adjustments:

General Matters (Partner):	From \$175. <sup>00</sup> /h	<b>To \$275.<sup>00</sup>/hr</b>
General Matters (Associate):	From \$125. <sup>00</sup> /h	<b>To \$250.<sup>00</sup>/hr</b>
Litigation Matters (Partner):	From \$175. <sup>00</sup> /h	<b>To \$390.<sup>00</sup>/hr</b>
Litigation Matters (Associate):	From \$125. <sup>00</sup> /h	<b>To \$350.<sup>00</sup>/hr</b>
Employment Law Matters (Partner): -----		<b>To \$390.<sup>00</sup>/hr</b>
Employment Law Matters (Associate): -----		<b>To \$350.<sup>00</sup>/hr</b>

While the City Attorney’s monthly retainer will remain low compared to other municipalities in the St. Louis area, the rate adjustments (as outlined in Exhibit C) will more appropriately compensate Mr. Graville and his firm for the professional services they do on behalf of the City.

**Prosecuting Attorney:**

Prosecuting Attorney Engelmeyer has also requested an update to his rate. Currently, the City pays \$3,875 per month for Prosecuting Attorney services (\$3,375 for the Prosecuting Attorney and \$500 for the Assistant Prosecuting Attorney) and an hourly rate of \$120/hour for circuit court appeals and other nonstandard prosecutions. The monthly rate has not changed since 2010, and the hourly rate has been static for over 20 years.

Mr. Engelmeyer has noted that the amount of time he spends reviewing cases and warrant applications has increased significantly since the State passed court reforms in 2017. The following rates would bring compensation up to comparable levels with other municipalities handling similar numbers of cases each year:

Monthly:	From: \$3,875.00	to: <b>\$4,456.25</b>
Circuit Court:	From: \$120.00/h	to: <b>\$180.00/hr</b>
Warrant Application Review:	-----	to: <b>\$90.00/hr</b>
Docket Case Review:	-----	to: <b>\$90.00/hr</b>

Mr. Engelmeyer, although formally appointed, does not currently have a separate engagement agreement with the City to provide Prosecuting Attorney services. The above rates are reflected in the attached draft municipal prosecution services agreement (Exhibit D)

**Municipal Judge:**

Municipal Judge Gaertner has not requested an update to his rate. However, it has not been adjusted since 2020 and now is an opportune time to review his compensation to also bring it in line with those in municipalities handling similar numbers of cases each year. As such, the following rate adjustment would be reasonable:

Monthly:	From: \$3,037.50	to: <b>\$4,000.00</b>
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**Recommendation:**

Staff recommends the Public Health and Safety Committee forward the attached updated engagement agreements for the City Attorney and Prosecuting Attorney as well as an increase in the rate for the Municipal Judge to City Council for approval.

# City Attorney Rates

EXHIBIT A

Municipality	Population	Annual	Monthly	Hourly
St. Charles	70,493	\$ 197,358*		
Maryland Heights	28,284	\$ 150,000	\$ 12,500	\$ 235
Webster Groves	24,010	\$ 108,000	\$ 9,000	
Creve Coeur	18,834	\$ 66,000	\$ 5,500	\$ 225
Troy	12,686	\$ 60,000	\$ 5,000	
Festus	12,706	\$ 57,600	\$ 4,800	
Crestwood	12,404	\$ 54,600	\$ 4,550	
Ellisville	9,985	\$ 43,200	\$ 3,600	
Florissant	52,533	\$ 42,000	\$ 3,500	\$ 320
Clayton	17,355	\$ 42,000	\$ 3,500	\$ 250
Town and Country	11,640	\$ 12,000	\$ 3,500	
<b>12<sup>th</sup> Chesterfield</b>	<b>49,999</b>	<b>\$ 36,000</b>	<b>\$ 3,000</b>	<b>\$175 General \$125 Assoc. \$50 Paralegals</b>
Ballwin	31,103	\$ 31,200	\$ 2,600	\$ 175
Des Peres	9,193	\$ 30,000	\$ 2,500	
Hazelwood	25,458	\$ 91,695	\$ 1,450	
Frontenac	3,612	\$ 15,000	\$ 1,250	
Manchester	18,333	\$ 140,000		\$260-345 per request \$155 per meeting
Lake Saint Louis	16,707	\$ 95,000		\$ 250
Bridgeton	11,445	\$ 219,150		\$ 380

\* St. Charles Has An In-House Attorney

# Prosecuting Attorney Rates

4<sup>th</sup>

Municipality Name	Population	Court Volume (per year)	Annual	Monthly	NOTE
Florissant	52,533	17,757	\$ 185,300	\$ 15,442	\$551 per regular docket, \$676 per trial session, \$151 hour for all hours spent in preparation
Hazelwood	25,458	9,956	\$ 52,876	\$ 4,406	\$148/hr Circuit Court Appeals & Other
Maryland Heights	28,284	12,018	\$ 48,057	\$ 4,005	
Chesterfield	49,999	8,250	\$ 46,500	\$ 3,875	<b>\$3,375 for PA, \$500 for Assistant PA</b> \$120/hr Circuit Court Appeals & Other
Town and Country	11,640		\$ 36,000	\$ 3,000	\$160 hr Circuit Court Appeals & Other
Richmond Heights	9,286	5,269	\$ 36,000	\$ 3,000	
Creve Coeur	18,834	3,662	\$ 36,000	\$ 3,000	
Clayton	17,355	2,371	\$ 36,000	\$ 3,000	
Manchester	18,333	5,314	\$ 35,000	\$ 2,917	\$175/hr Circuit Court Appeals & Other
Ballwin	31,103	6,193	\$ 28,560	\$ 2,380	
University City	34,349	8,099	\$ 25,488	\$ 2,124	Asst. PA: \$18.57-\$26.08/hr
Bridgeton	11,445	3,487	\$ 25,000	\$ 2,083	
Wildwood	35,417	1,564	\$ 25,000	\$ 2,083	
Des Peres	9,193	1,374	\$ 19,200	\$ 1,200	\$150/hr Circuit Court Appeals & Other
Crestwood	12,404	1,100	\$ 9,240	\$ 770	

# Municipal Judge Rates

EXHIBIT A

4<sup>th</sup>

Municipality Name	Population	Court Volume	Judge Annual	Judge Monthly	Notes
Florissant	52,533	17,757	\$ 60,000.00	\$ 5,000.00	\$551 court \$676 trial \$437 docket trial \$437 per DWSDWR
St. Charles	70,493		\$ 48,000.00	\$ 4,000.00	
Hazelwood	25,458	9,956	\$ 44,800.00	\$ 3,733.33	
<b>Chesterfield</b>	<b>49,999</b>	<b>8,250</b>	<b>\$ 36,450.00</b>	<b>\$ 3,037.50</b>	
Maryland Heights	28,284	12,018	\$ 36,000.00	\$ 3,000.00	
Richmond Heights	9,286	5,269	\$ 31,000.00	\$ 2,583.33	
Manchester	18,333	5,314	\$ 30,000.00	\$ 2,500.00	
St. Peters	57,732		\$ 30,000.00	\$ 2,500.00	
Town and Country	11,640	4,384	\$ 26,556.00	\$ 2,213.00	
Eureka	11,646		\$ 24,000.00	\$ 2,000.00	
Troy	12,686		\$ 24,000.00	\$ 2,000.00	
Creve Coeur	18,834	3,662	\$ 22,500.00	\$ 1,875.00	
Wildwood	35,417	1,564	\$ 22,000.00	\$ 1,833.33	
Wentzville	44,372		\$ 20,000.00	\$ 1,666.67	
Des Peres	9,193	1,374	\$ 19,200.00	\$ 1,600.00	
Pevely	6,026		\$ 18,060.00	\$ 1,505.00	
Ellisville	9,985	865	\$ 16,380.00	\$ 1,365.00	\$163/hour
Frontenac	3,612	755	\$ 14,400.00	\$ 1,200.00	
Crestwood	12,404	1,100	\$ 13,500.00	\$ 1,125.00	
Pacific	7,414		\$ 8,000.00	\$ 666.67	
Glendale	6,176	744	\$ 6,000.00	\$ 500.00	
Bridgeton	11,445	3,487	\$ 2,400.00	\$ 200.00	

BILL NO. 3129

ORDINANCE NO. 2928

**AN ORDINANCE APPOINTING CHRISTOPHER B. GRAVILLE AS CITY ATTORNEY**

**WHEREAS**, Interim City Attorney Christopher B. Graville was appointed as the City's Interim City Attorney by Resolution 423 on April 20th, 2016 to serve at the pleasure of the Mayor and City Council until an attorney was named to represent the City; and

**WHEREAS**, The Mayor has nominated Christopher B. Graville as the City Attorney, pursuant to the power and authority vested in the Mayor to appoint positions granted to him pursuant to Section 77.330 R.S.Mo, and pursuant to Ordinance 6 and Section 77.370 R.S.Mo.; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

**Section 1.** Christopher B. Graville shall assume the position of City Attorney, to serve at the pleasure of the Mayor and City Council. Said appointment shall become effective as of December 6, 2016 and the initial term of appointment shall terminate not later than December 6, 2020.

**Section 2.** Terms and conditions of Mr. Graville's appointment are provided as the "Agreement" and are attached hereto as "Exhibit A".

**Section 3.** The Mayor is authorized to execute the Agreement.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED AND APPROVED THIS 5th DAY OF DECEMBER, 2016**

Bob Nation  
PRESIDING OFFICER

Bob Nation  
MAYOR - BOB NATION

ATTEST:

Vickie Hass  
VICKIE HASS, CITY CLERK

First Reading Held: 12/5/16

## **EMPLOYMENT AGREEMENT**

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Chesterfield (the "City"), following the effective date of this Agreement. The following Agreement can be terminated at any time with written notice to either party:

### **I. RETAINER SERVICES**

For the fee of \$3,000 per month, the following legal services shall be included in the retainer:

#### **A. CITY ATTORNEY SERVICES:**

1. Drafting and reviewing of ordinances and resolutions as may be required of the regular operation of the City government.
2. Render informal legal opinions (not requiring independent legal research) as may be required by the Mayor, City Council members, City Administrator, and other employees authorized to request such opinions.
3. Respond to citizen inquiries as directed by the Mayor and members of the City Council.
4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or any City Commission or Committees, or against any City Official or Employee sued in his or her official capacity or as an employee of the City, and shall thereafter consult with and advise the Mayor and City Council regarding the nature of such litigation, and shall advise the City Council and Mayor of the status of such litigation.
5. Attendance and representation at the two regularly scheduled City Council meetings, meetings of the Planning Commission and meetings of the Board of Adjustment.
6. Review of Electronic correspondence from elected officials and staff (not requiring independent legal research).
7. As directed by the City Administrator, provide review and informal opinions related to requests pursuant to 610.RSMo (the "Sunshine Law").

### **II. GENERAL SERVICES AND LITIGATION**

Services required in addition to the services set forth above shall be considered "General Attorney Services" and "Litigation Services". These

## Exhibit B

services shall be rendered at a rate of one hundred and seventy-five dollars (\$175.00) per hour. Work performed by associated attorneys shall be billed at a rate of one hundred and twenty-five dollars (\$125.00) an hour and law students/paralegals shall be billed at a rate of fifty dollars (\$50.00) an hour. Unless and until special counsel is authorized and retained for any litigation, the City Attorney shall represent the City and its interests in such litigation.

### **III. OUT OF POCKET EXPENSES**

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A. Travel expenses including transportation, food and lodging while on City business away from the 21<sup>st</sup> Judicial Circuit and upon approval of such travel in advance by the appropriate City Official.
- B. Special courier or messenger services when required by the City.
- C. Photocopy or document reproduction costs when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions and expert witness fees.

### **IV. OTHER SERVICES**

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

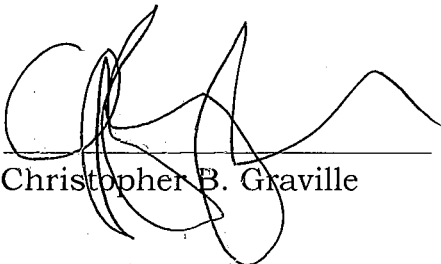
### **V. MISCELLANEOUS**

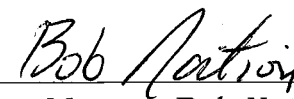
- A. No general overhead costs incurred by The Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.
- B. The Graville Law Firm, LLC shall carry and maintain a malpractice insurance policy of at least one million (\$1,000,000.00) covering services rendered to the City.
- C. The City expressly consents and authorizes Christopher B. Graville to include, on its website or any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized

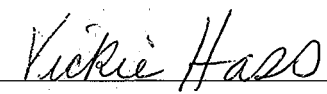
**Exhibit B**

to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance NO. 2928 passed and approved on the 5<sup>th</sup> day of December 2016.

By   
\_\_\_\_\_  
Christopher B. Graville

By   
\_\_\_\_\_  
Mayor - Bob Nation

ATTEST:   
\_\_\_\_\_  
City Clerk - Vickie Hass

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## **ENGAGEMENT AGREEMENT**

Christopher B. Graville and the Graville Law Firm, LLC proposes the following terms and conditions for legal services to the City of Chesterfield (the “City”), following the effective date of this Agreement. The following Agreement can be terminated at any time with written notice to either party:

### **I. RETAINER SERVICES**

For the fee of \$3,000 per month, the following legal services shall be included in the retainer:

#### **A. CITY ATTORNEY SERVICES:**

1. Drafting and reviewing of ordinances and resolutions as may be required of the regular operations of the City government.
2. Render informal legal opinions (not requiring independent legal research) as may be required by the Mayor, City Council members, City Administrator, and other employees authorized to request such opinions.
3. Respond to citizen inquiries as directed by the Mayor and members of the City Council.
4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or any City Commission or Committees, or against any City Official or Employee sued in his or her official capacity or as an Employee of the City and shall advise the City Council and Mayor of the status of such litigation.
5. Attend and represent at the two regularly scheduled City Council meetings, meetings of the Planning Commission and meetings of the Board of Adjustment.
6. Review of electronic correspondence from elected officials and staff (not requiring independent legal research).
7. As directed by the City Administrator, provide, review and informal opinions related to requests pursuant to 610.RSMo (the “Missouri Sunshine Law”).

### **II. LITIGATION SERVICES**

Services required by the City Attorney in representing the City in litigation or legal proceedings, including preparing and filing legal documents,

appearing in court, managing discovery, and advising the Mayor, City Council, and City Administrator on the status and strategy of cases shall be rendered at a rate of three hundred and ninety dollars (\$390.00) per hour. Litigation services performed by associated attorneys shall be billed at a rate of three hundred and fifty dollars (\$350.00) per hour. Unless and until special council is retrained for any litigation, the City Attorney shall represent the City and its interests in such litigation.

### **III. EMPLOYMENT LAW SERVICES**

Services required by the City Attorney in representing the City involving the City's rights, obligations, and compliance under employment-related laws, including advising on personnel matters, reviewing employment practices and policies, and assisting with issues involving City employees such as discipline, grievances, or workplace disputes shall be rendered at a rate of three hundred and ninety dollars (\$390.00) per hour. Employment law services performed by associated attorneys shall be billed at a rate of three hundred and fifty dollars (\$350.00) per hour.

### **IV. GENERAL SERVICES**

Services required in addition to those set forth in sections I, II, and III above shall be considered "General Attorney Services." These services shall be rendered at a rate of two hundred and seventy-five dollars (\$275.00) per hour. General services performed by associated attorneys shall be billed at a rate of two hundred and fifty dollars (\$250.00) per hour.

### **V. OUT-OF-POCKET EXPENSES**

In addition to the fees set forth above, Christopher B. Graville shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A.** Travel expenses including transportation, food and lodging while on City business away from the 21<sup>st</sup> Judicial Circuit and upon approval of such travel by the appropriate City Official.
- B.** Special courier or messenger services when required by the City.

- C. Photocopy or document reproduction services when required by the City for use in legal proceedings and out-of-pocket litigation costs such as depositions and expert witness feed.

**VI. OTHER SERVICES**

It is estimated that this proposal will cover all required legal services. In the event there is a need for services not described, or specifically excluded, the fees for such services shall be reviewed with the City prior to such undertaking.

**VII. MISCELLANEOUS**

- A. No general overhead costs incurred by the Graville Law Firm, LLC in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Christopher B. Graville.
- B. The Graville Law Firm, LLC shall carry and maintain a malpractice insurance policy of at least one million dollars (\$1,000,000.00) covering services rendered to the City.
- C. The City expressly consents and authorizes Christopher B. Graville to include, on its website or any material of The Graville Law Firm, LLC, that the City is a client of Christopher B. Graville. After termination of this Agreement, Christopher B. Graville is authorized to refer to the City as a former client of Christopher B. Graville during the years of services rendered.

Approved by Ordinance NO. \_\_\_\_ passed and approved on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_.

BY: \_\_\_\_\_  
Christopher B. Graville

BY: \_\_\_\_\_  
Mayor – Dan Hurt

ATTEST: \_\_\_\_\_  
City Clerk – Vickie McGownd

## **ENGAGEMENT AGREEMENT**

Timothy A. Engelmeyer and Engelmeyer & Pezzani, LLC (the “Firm”) proposes the following terms and conditions for municipal prosecutor services to the City of Chesterfield (the “City”) following the effective date of this Agreement. The following Agreement can be terminated at any time with written notice to either party:

### **I. MUNICIPAL PROSECUTOR SERVICES**

Firm, working primarily through Timothy A. Engelmeyer, attorney at law, shall provide the City municipal ordinance violation prosecution services. Tony Pezzani shall serve as back-up Assistant Municipal Prosecutor. For a fee of \$4,456.25 per month the following services shall be included provided to the City:

1. Attendance at and prosecution of all municipal ordinance violation cases, including representing the City at all regular Municipal Court dockets (Attorney, Trial, Housing and Traffic).
2. Reviewing and preparing attorney recommendations for all cases on the Municipal Court dockets
3. Maintain communication with the City Administrator regarding docket management, case status, recommendations, and operational issues affecting prosecution services.
4. Ensure compliance with applicable municipal ordinances.

### **II. CERTIFIED DOCKET SERVICES**

The firm shall provide Municipal Prosecutor services for all municipal ordinance violation prosecutions that are transferred to the 21<sup>st</sup> Judicial Circuit Court of St. Louis County (hereinafter, the “Certified Docket”). Certified Docket services performed by the Firm shall be billed at a rate of \$180.00 per hour.

### **III. WARRANT APPLICATION REVIEW**

Firm shall review all warrant applications submitted by the police

department for legal sufficiency, accuracy, and compliance with applicable municipal ordinances. Warrant application review services performed by the Firm shall be billed at the rate of \$90.00 per hour

#### **IV. CASE-INTAKE REVIEW**

Firm shall review all new case submissions received from the Police Department to determine legal sufficiency, accuracy, probable cause, and compliance with applicable municipal ordinances and requirements. Case-intake review services performed by the Firm shall be billed at a rate of \$90.00 per hour

#### **V. DEFERRED PROSECUTION COURT**

Firm shall review and process all cases eligible for the City's deferred prosecution court for a fee of \$700 per month.

#### **VI. OUT-OF-POCKET EXPENSES**

In addition to the fees set forth above, the Firm shall be reimbursed for direct out-of-pocket expenditures incurred in the rendering of such services as follows:

- A.** Parking fees when handling Certified Docket cases at the 21<sup>st</sup> Judicial Circuit Courts.
- B.** Special courier or messenger services when required by the City.

#### **VII. MISCELLANEOUS**

- A.** Firm shall provide City each month a detailed invoice for services rendered.
- B.** No general overhead costs incurred by the Firm in rendering such services shall be billed to the City. Further, the City shall not provide any insurance or pension benefits for Timothy Engelmeyer or Tony Pezzani.
- C.** Engelmeyer & Pezzani, LLC shall carry and maintain a malpractice insurance policy of at least one million dollars (\$1,000,000.00) covering services rendered to the City.

Approved by Ordinance NO. \_\_\_\_ passed and approved on the \_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_.

BY: \_\_\_\_\_  
Timothy A. Engelmeyer

BY: \_\_\_\_\_  
Mayor – Dan Hurt

ATTEST: \_\_\_\_\_  
City Clerk – Vickie McGownd