

RESOLUTION NO. 423

A RESOLUTION APPOINTING AN INTERIM CITY ATTORNEY

WHEREAS, the Interim City Attorney Harry O'Rourke was appointed as the City's Interim City Attorney by Resolution 411 on April 22nd, 2015 to serve at the pleasure of the Mayor and City Council until an attorney was named to represent the City; and

WHEREAS, the current term of the City Attorney is for a period ending November 19, 2016; and

WHEREAS, The Mayor has nominated Christopher Graville as Interim 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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Christopher Graville shall assume the position of Interim City Attorney, to serve at the pleasure of the Mayor and City Council until an attorney is named to represent the City. Said appointment shall become effective as of April 21, 2016.

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. Said Agreement shall be in full force and effect from and after its execution and passage of this resolution.

PASSED AND APPROVED THIS 20TH **DAY OF APRIL, 2016**

CITY OF CHESTERFIELD, MISSOURI

Bob Nation
BOB NATION, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, City Clerk

THE GRAVILLE LAW FIRM, LLC

130 SOUTH BEMISTON, SUITE 700 • CLAYTON, MISSOURI 63105

April 19, 2016

Via Email Only to:

rsnation@aol.com
mgeisel@chesterfield.mo.us
rjohnson@chesterfield.mo.us

The Honorable Robert Nation, Mayor of Chesterfield
And Members of the Chesterfield City Council
Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mayor Nation and Members of the City Council,

Please allow this letter to serve as my formal request for consideration of the position of City Attorney for the City of Chesterfield, Missouri ("Chesterfield"). Enclosed for your consideration you will find a draft agreement for services.

Municipal and Local Government Experience

My path to becoming a municipal attorney began much differently than most: it started when I became an assistant prosecuting attorney in Warren County, Missouri in 2002. I initially took the job so that I could gain real trial experience on serious felony cases; however, because Warren County was a county of the fourth classification at the time, the elected prosecutor's office was required to perform all civil work for the County as well. While I was prosecuting child abuse and child molestation cases, I was also representing the County's Planning and Zoning Commission and the County's interest on property tax appeals in front of the Board of Equalization and, ultimately, the State Tax Commission. During my time with Warren County I not only became an experienced trial attorney, I oversaw a re-draft of the County's zoning code, and I was self taught the basic fundamentals of local government law.

In 2006 I was appointed to serve as the attorney for the City of Warrenton, Missouri. The City of Warrenton employs approximately 55 full time employees and also has municipal owned water and sewer utilities. The approximate annual budget of the City is nine million dollar (\$9,000,000.00). I have served in this

capacity since 2006. I have also served as municipal attorney in the Village of Riverview since 2007, the Village of Innsbrook since 2007 and the City Attorney for Marthasville, Missouri from 2008 – 2016. In my ten (10) years of experience serving multiple municipalities, I have participated in rewrites of entire municipal codes, including the zoning ordinances where applicable, for Warrenton, Riverview, Innsbrook and Marthasville. I have experience in dealing with all types of employment and employment discrimination issues, EPA and DNR compliance, FEMA and SEMA compliance and review, economic development, administrative hearings, sunshine law issues, policy and procedure manual drafting and rewrites of comprehensive city and street plans.

I have also represented the Warren County Ambulance District since 2010. My services to the district include: representation on pay disputes for services, intergovernmental relations, policy and procedure drafting and ballot/election issues.

Municipal Litigation Experience

I have not only advised cities and governmental entities over the last 14 years; I also have significant litigation experience on behalf of government entities. The following list is not exhaustive, but rather, samples from different areas of law of municipal interest:

Engelage v. City of Warrenton, 378 S.W.3d 410 (Mo. Ct. of Appeals, 2012). A case in which the City of Warrenton prevailed in requiring Warren County to obtain and pay for a building permit for the construction of their new administration building. The City prevailed.

450 N. Lindberg Legal Fund, LLC v. City of Creve Coeur, 477 S.W.3d 49 (Mo. Ct. of Appeals 2015). A case in which a challenge was brought to the issuance of a conditional use permit for the construction and operation of an assisted living facility. I represented the developer of the facility, however, we worked very closely with the City of Creve Coeur because our interests were aligned. The City and Developer prevailed.

Warren County Ambulance District of Warren County v. Barb Daly, Warren County Clerk and Election Officer, 14BB-CC00007, Warren County, Missouri 2014. A petition filed on behalf of the ambulance district to place a property tax matter on the regular municipal election ballot. The District prevailed.

In Re: Creation of City of Warrenton Interchange Project Transportation and Development District, 13BB-CC00016, Warren County, Missouri, 2014. A Petition on behalf of the City of Warrenton to create a TDD; challenged by property owners on TDD boundaries and constitutional grounds. The City prevailed.

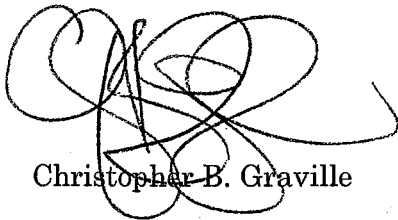
Professional Organizations

I currently serve as the Co-Chair of the Missouri Bar's local government committee. I also was asked by the Missouri Bar and am currently in the process of re-writing the local government Missouri Bar CLE desk book on police departments (including their structure and consideration for municipalities in dealing with police officers post-Ferguson). I am also a member the Municipal Court Improvement Committee, which was recently recognized for its work by the Missouri Supreme Court's Chief Justice in her annual speech to the Missouri Bar.

I have been a member of the Missouri Municipal Attorney's Association since 2007, a member of the International Municipal Lawyers Association since 2009 and a member of the Metropolitan Municipal Attorneys association since its formation in 2014.

Thank you for your time and consideration. I am happy to provide any references upon request. As a graduate of Parkway West High School, I take a lot of pride in where I grew up. I look forward to the opportunity and challenge of being a part of Chesterfield's team.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher B. Graville". The signature is highly stylized and cursive, with many loops and flourishes.

Christopher B. Graville

Enclosure

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"), for a one (1) year term, 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 \$3,000.00 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 for 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 Board of Aldermen.
4. Promptly notify the Mayor and City Council of any and all litigation filed against the City, or against the City Council, 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 Board of Aldermen 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 services shall be rendered at a rate of one hundred and seventy-five dollars (\$175.00) per hour. Work performed by associate 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 interest 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 21st 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.

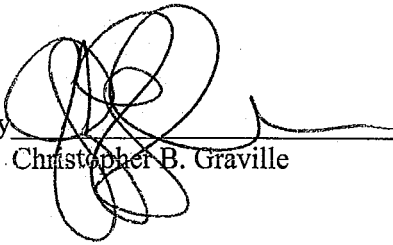
IV. OTHER SERVICES:

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 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 on 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 ^{Resolution} Ordinance No. 423 passed and approved on the 20TH day of April, 2016.

by 
Christopher B. Graville

CITY OF CHESTERFIELD, MISSOURI

by Bob Nation
Mayor

ATTEST:

Vickie Hass
City Clerk

Christopher B. Graville

The Graville Law Firm, LLC
130 S. Bemiston, Ste. 700
Clayton, MO 63105

Experience:

Missouri State Public Defender of Audrain, Callaway and Montgomery Counties

- May 2001 - October 2002

Warren County Prosecuting Attorney's Office

- October 2002 - December 2005
- Member, Missouri Association of Prosecuting Attorneys
- Member, National District Attorney Association

Prosecuting Attorney, City of Warrenton, Missouri

- Appointed in June 2004 to present

City Attorney, City of Warrenton, Missouri

- Appointed in June 2006 to present

Village Attorney and Village Prosecutor, Village of Riverview, Missouri

- Appointed in June 2007 to present

Village Attorney and Village Prosecutor, Village of Innsbrook, Missouri

- Appointed in 2007 to present

City Attorney and Municipal Prosecutor, City of Marthasville, Missouri

- Appointed in 2008 to present

Alderman, City of Oakland, Missouri

- Elected in 2005, re-elected in 2007, 2009 and 2011
(Resigned in August 2011 due to change of residence)

Assistant Prosecuting Attorney, City of Overland, Missouri

- Appointed in October 2009 to present

Public Defender, City of Ballwin, Missouri

- Appointed in January 2010 to June 2011

Prosecuting Attorney, City of Ballwin, Missouri

- Appointed in June 2011 to present

District Attorney, Warren County Ambulance District

- May 2010 to present

Public Defender, City of Ellisville, Missouri

- September 2010 to June 2015

Public Defender, City of Des Peres, Missouri

- October 2012 to present

Prosecuting Attorney, City of Clarkson Valley, Missouri

- April 2013 to present

Christopher B. Graville

Municipal Judge, City of Oakland, Missouri

• January 2014 to present

Special Prosecuting Attorney, City of Bellefontaine Neighbors,
Missouri, 2004

Special Municipal Judge, City of University City, Missouri

• December 2009

Special Prosecuting Attorney, City of St. Charles, Missouri, 2011

Special Prosecuting Attorney, City of Lake St. Louis, Missouri, 2012

Special Prosecuting Attorney, City of Cottleville, Missouri, 2012

Special Prosecuting Attorney, City of Truesdale, Missouri, 2010, 2011,
2012, 2013, 2014, 2015

Professional Affiliations:

Co-Chair, Missouri Bar Local Government Committee, 2015-2016

Author, Missouri Bar Local Government desk-book, "Police
Departments"

Member, Missouri Municipal & Associate Circuit Judges Association

• 2006 to present

Member, Missouri Municipal Attorney's Association

• 2007 to present

Member, Missouri Association of Criminal Defense Attorneys

• 2007 to present

Member, National Association of Criminal Defense Lawyers

• 2007 to 2016

Member, International Municipal Lawyers Association

• 2009 to present

Member, Bar Association of Metropolitan St. Louis

• 2010 to present

Member, American Judges Association

• May 2014 to present

Member, Municipal Attorneys of Metropolitan St. Louis

• 2014 to present

Top 100 Trial Lawyer, National Trial Lawyers Association

• 2014, 2015

Education:

BA, English, University of Missouri-Columbia, 1998

JD, University of Missouri-Columbia, 2001