



CITY COUNCIL RETREAT
City of Maplewood, Missouri

City Council Chambers, City Hall
7601 Manchester Road, Maplewood, MO 63143

Friday, June 20, 2025
1:00 PM

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to Excuse Council Member(s)
5. Resolution 25-35: Authorizing the City Manager to execute an agreement for legal services with Lashly & Baer, P.C. and appointing James C. Hetlage as City Attorney and Andrew R. Bramman and Lyndee R. Fritz as municipal prosecutors
6. Introduction and Q&A with James C. Hetlage
7. Study Items
 - a. City Hall Facilities Expansion/Renovation and April 2026 Bond Initiative
8. Break
9. Study Items
 - b. Municipal Services Consolidation Opportunities
 - c. Charter Review Advisory Body Exploration
10. Adjournment

Accessibility Notice

The City of Maplewood is committed to making public meetings accessible to all residents. To request accommodations or assistance, please contact the Deputy City Clerk at cityclerk@maplewoodmo.gov or 314-646-3602, or Relay Missouri at 800-736-2966 (TTY). Please make your request at least 48 hours prior to the meeting to ensure appropriate arrangements can be made.

Posted on June 17, 2025, at Maplewood City Hall and maplewoodmo.gov

Memorandum



To: Mayor and City Council
From: Amber Withycombe, City Manager
Date: June 17, 2025
Re: City Attorney Legal Services Agreement

Following a comprehensive Request for Qualifications (RFQ) process for City Attorney and Municipal Prosecutor services, this memorandum accompanies Resolution R25-35, which formalizes the legal services arrangement with Lashly & Baer, P.C. and makes the required appointments effective July 1, 2025.

The City received five qualified responses to the RFQ released April 2, 2025. A selection panel consisting of three staff members (City Manager, Assistant City Manager, and Police Chief) and two Council Members independently scored all proposals. The top three firms were interviewed on May 27 and 28, 2025.

The selection panel unanimously recommended Lashly & Baer, which distinguished itself through qualifications, preparedness, responsiveness, and competitive pricing. The current legal services contract with Lewis Rice expires June 30, 2025, necessitating this action to ensure continuity of legal services beginning July 1, 2025.

The approved fee structure provides competitive value:

City Attorney Services:

- \$225/hour for City Council meeting attendance
- \$265/hour for Shareholders/Counsel, \$225/hour for Associates for other legal services
- \$125/hour for paralegal services

Municipal Prosecutor Services:

- \$2,200/month flat fee covering prosecution of municipal ordinance violations and two regular court dockets per month
- Additional prosecution services at standard hourly rates

The fee structure includes 5% increases every two years starting January 1, 2027, and is specifically reduced for public sector clients.

This resolution satisfies all Charter requirements for the appointment process. All designated attorneys exceed the minimum qualification of five years licensed practice in Missouri.

Staff will coordinate transition activities with Lewis Rice Lashley & Baer, and City personnel. Introduction meetings will be scheduled with court personnel before the July 14 municipal court date.

**Agreement for Legal Service
City Attorney and Municipal Prosecutor**

This Agreement for Legal Services (the “Agreement”), dated this 20th day of June, 2025, by and between the City of Maplewood, Missouri (the “City”), and Lashly & Baer, P.C. (“Lashly & Baer”):

WHEREAS, Lashly & Baer and James C. Hetlage, as the designated primary attorney, will serve as the City Attorney for the City beginning July 1, 2025 (the “Effective Date”), pursuant to this Agreement for Legal Services;

WHEREAS, Lashly & Baer, Andrew R. Bramman and Lyndee R. Fritz, as the designated primary attorneys, will serve as the Municipal Prosecutor for the City beginning on the Effective Date, pursuant to this Agreement for Legal Services;

WHEREAS, it is the desire of the City and Lashly & Baer to commence the Agreement for Legal Services and for the City to engage Lashly & Baer and its attorneys to perform municipal legal services for the City, and to serve as the City Attorney and Municipal Prosecutor, and it is the desire and intent of Lashly & Baer to perform such legal services; and

WHEREAS, it is the desire of the City and Lashly & Baer to enter into a written Agreement for Legal Services to address the terms and conditions of the City’s retention of Lashly & Baer; and

NOW, THEREFORE, for consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Client. The City of Maplewood is the Client under this Agreement. The legal services described herein shall be performed for and on behalf of the City. Such legal representation may include, when expressly directed by the City, the representation of the City’s elected officials, employees, representatives, volunteers, agents, departments and other affiliated parties and entities, but only when such persons or entities are acting in the official capacity on behalf of the City. No attorney-client relationship is formed pursuant to this Agreement between Lashly & Baer and any elected official, employee, volunteer or representative of the City to serve as such person or entity’s personal counsel, or to address legal issues unrelated to the performance of official duties for the City.

2. Primary and Substitute Attorneys. James C. Hetlage, of Lashly & Baer, is designated as the primary attorney to perform legal services for the City pursuant to this Agreement and shall be designated as the City Attorney (the “City Attorney”). The City Attorney shall attend all City Council meetings, and, at the request of the Mayor or other authorized representative of the City, attend Planning & Zoning Commission meetings, Board of Adjustment meetings, and other board or commission meetings as may be requested. If, in the Mayor’s opinion, the services of the City Attorney are required, and Mr. Hetlage is not available, Lashly & Baer shall provide a substitute attorney from Lashly & Baer (“Substitute Attorney”) to attend such meeting. While attending meetings as provided herein, any Substitute Attorney shall be Acting City Attorney and shall have all duties and authorities of the City Attorney. Andrew R. Bramman and Lyndee R. Fritz, of Lashly & Baer, are designated as the primary attorneys to perform legal services for the City pursuant to this Agreement with respect to the prosecution

of municipal ordinance violations and shall be designated as the Municipal Prosecutor (the “Municipal Prosecutor”). If Mr. Bramman or Ms. Fritz are not available, Lashly & Baer shall provide a substitute attorney from Lashly & Baer (“Substitute Attorney”) to attend municipal court and/or circuit court appearances on behalf of the Municipal Prosecutor. While appearing in court as provided herein, any Substitute Attorney shall be Acting Municipal Prosecutor and shall have all duties and authorities of the Municipal Prosecutor. The City Attorney, Municipal Prosecutor, any Substitute Attorney, as well as other attorneys performing legal services for the City, shall be duly licensed to practice law in the courts of the State of Missouri.

3. Legal Services. Legal services may include, but are not limited to, attendance at City Council, and, when requested, Planning & Zoning Commission meetings, Board of Adjustment meetings, City Council work sessions, and meetings of other City boards and commissions, preparation, review and revision of ordinances, resolutions and contracts for the City, time spent for conferences with the Mayor, City Manager, employees and elected officials of the City regarding legal matters for the City, prosecution of municipal ordinance violations, telephone calls, drafting of correspondence, review of correspondence received, legal research, consultation with other attorneys, witnesses, experts and other individuals, negotiation, preparation and review of contracts, pleadings and documents, preparation for and completion of trials, arbitrations, and mediations, appeals, and transactional closings. The parties acknowledge that Lashly & Baer can make no guarantee regarding the outcome of any phase of any particular legal matter although Lashly & Baer will candidly share its opinions with the appropriate representatives of the City. Any opinions Lashly & Baer expresses about the outcome of a legal matter are only its best professional estimates; they are necessarily limited by Lashly & Baer’s knowledge of facts and law at the time opinions are expressed. Nothing in this Agreement and nothing in Lashly & Baer’s statements to the City are to be construed as a promise or guarantee about the outcome of the City’s legal matters. Unless specifically stated in a separate writing, signed by both parties, payment for Lashly & Baer’s services is not contingent upon the outcome of any matter. This engagement is for provision of professional legal services and not for the provision of business, personal, accounting, technical, financial or other advice not constituting legal services. It is agreed that the client is not relying upon counsel in this engagement for advice in areas other than professional legal services, even if such matters should be discussed in connection with the engagement.

4. Periodic Reporting of the Status of Legal Matters. Lashly & Baer, upon request of the City Manager, will submit a written report to the City Manager providing a synopsis of the current status of all pending substantive legal matters that are being handled by Lashly & Baer.

5. Term. The City Attorney and Municipal Prosecutor shall hold office for an indefinite period and until their successor has been appointed and qualified, unless removed for good cause by the City Council. Thus, the term of this Agreement is for an indefinite period, subject to the right of either party to terminate the engagement of Lashly & Baer, as addressed below. This Agreement shall commence on the Effective Date, and shall remain in full force and effect until this Agreement is terminated.

6. Charges for Legal Services. During the term of this Agreement, legal services shall be performed at the reduced municipal hourly rates of Lashly & Baer as follows:

- A. A rate of \$225.00 per hour for attendance at meetings of the City Council, including work sessions and executive sessions;
- B. A flat fee of \$2,200.00 per month for the following Municipal Prosecutor services:
 - 1. Prepare and prosecute municipal ordinance violations of the City of Maplewood Municipal Court, as submitted by the law enforcement/code enforcement officers, review and sign probable cause statements, warrant requests, and bond requests, issue additional charges, recommend amendments to charges, recommend sentences to the Court, and be accessible to court personnel, as may be required; and
 - 2. Attend two regular dockets of the municipal court per month.
- C. For all other legal services, a rate of \$225.00 per hour for Associates and \$265.00 per hour for Shareholders and Counsel. Paralegals shall perform services at a rate of \$125.00 per hour.

These fees will be subject to increase on January 1, 2027, and every two years thereafter by five percent (5.0%).

7. Billing Procedures. On a monthly basis, Lashly & Baer shall bill the City for legal services and costs and shall provide the City with such details as requested by the City, but at least including, the date of service, description of the legal services specifying the related City department, board, case or issue, the name of the person requesting the services, the person performing the services, the time spent performing such services in increments down to 1/10th of an hour, and the total costs for each such task. The City agrees to pay Lashly & Baer's bills within thirty (30) days from receipt of the bill. If Lashly & Baer does not receive such payment, the City agrees that Lashly & Baer may postpone providing additional services or incurring additional expenses until payments are made current. If payments are not made current within a reasonable time thereafter, Lashly & Baer's representation of the City may be terminated. Even if this Agreement and representation are terminated, Lashly & Baer will be entitled to be paid for all services rendered and expenses incurred through the date of termination.

8. Expenses. The City shall reimburse Lashly & Baer for its normal expenses and costs. Costs and expenses may include, but are not limited to, postage, photocopy charges (limited to \$0.10 per page for regular black and white copies), long distance telephone charges, travel expenses, excluding travel between the City and Lashly & Baer's offices, court filing fees, subpoena costs, deposition costs, expert witness fees, and other similar items. Lashly & Baer does not charge expenses for general overhead of the firm. It is understood that while acting as your lawyers, we have the authority to use our best judgment in making such expenditures on your behalf. Unless we have made prior arrangements with you, we will send you monthly billings for client disbursements incurred during the preceding month. If the nature of the matter is such that we anticipate substantial advances, we may require a separate deposit for such purpose. Substantial individual items in excess of \$250, such as expert witness fees, the costs of deposition transcripts, printing costs, etc., may be billed directly to you by the vendor of such services.

9. Client Files. During the course of client representation, Lashly & Baer retains electronic records relating to the professional legal services we provide so that we are better able to assist you with your legal needs and, in certain situations, to comply with professional guidelines. We employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect your non-public information. The City is entitled upon written request to any files in Lashly & Baer's possession relating to the legal services performed under this Agreement, excluding Lashly & Baer's internal accounting records and other documents not reasonably necessary to the City's representation, subject to Lashly & Baer's right to make copies of any files withdrawn by the City. Paper files may be scanned to electronic format during or after this engagement. The City is advised that generally electronic documentation is maintained for approximately three years from the date of its inception. Once Lashly & Baer's representation of the City is concluded, Lashly & Baer will close the City's file, and the City will receive notice thereof. The City's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving them from storage. Under Lashly & Baer's document retention policy, Lashly & Baer normally destroys paper files ten (10) years after a matter is closed, unless other arrangements are made with the City.

10. Conflicts of Interest. Under applicable Missouri Supreme Court Rules, a conflict of interest exists whenever the representation of a client will be directly adverse to another client, or whenever the representation may be materially limited by a lawyer's responsibility to another client. As a general rule, when such a conflict exists, the lawyer must withdraw from the representation unless the lawyer reasonably believes the representation of either client will not be adversely affected and each client consents after consultation. After due inquiry, Lashly & Baer and the City know of no existing or potential conflict of interest issues that would result from Lashly & Baer's representation of the City. Lashly & Baer represents numerous clients on numerous matters. If Lashly & Baer becomes aware of a conflict, the City Attorney will discuss it with the City Manager or Mayor. Lashly & Baer specifically reserves the right to withdraw from representation if Lashly & Baer feels that it cannot properly represent the City's interests and, if at any time during the representation after discussion with the City, Lashly & Baer determines that representations of the City's interests would conflict with Lashly & Baer's previous representations or previous relationships with other clients relative to the City's matter. Because Lashly & Baer does represent many other clients, it cannot institute litigation against these clients. If representation of the City's interests would require such action, Lashly & Baer reserves the right after consultation with the Mayor or City Manager to either withdraw from representation of the City or refer that particular matter to other counsel. Moreover, Lashly & Baer assumes that if, during the course of its services, the City becomes aware of other potential conflicts of interest that may arise, the City will inform the City Attorney of such potential conflict. Lashly & Baer also reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to its work on City matters. Lashly & Baer agrees, however, that it will not engage in a representation in any instances where sensitive, proprietary, or otherwise confidential information if known to any other client, could be used in any matter to the City's material disadvantage

11. Right of Termination. The relationship between a client and its attorney is a fiduciary relationship which requires the continuous mutual consent and cooperation of both parties. Due to such fiduciary relationship, the City and Lashly & Baer shall have the right to immediately terminate this Agreement in its entirety at any time with or without cause. A vote by the City to terminate this Agreement prior to the expiration of the full term of this Agreement shall require the affirmative vote of at least two-thirds of all members of the City Council. Lashly & Baer may terminate this engagement for any of the reasons permitted under the Missouri Rules of Professional Conduct, including failure to pay

Lashly & Baer's bills, failure to disclose any material facts, action taken contrary to Lashly & Baer's advice, or any other conduct or situation that in Lashly & Baer's judgment impairs an effective attorney-client relationship between the City and Lashly & Baer or presents conflicts with Lashly & Baer's professional responsibilities. If required, Lashly & Baer will request a stipulation executed by the City allowing Lashly & Baer to withdraw as attorney of record in any judicial, arbitration, or similar proceeding. Lashly & Baer may also apply for a court order approving its withdrawal from representing the City, and the City agrees in advance to Lashly & Baer's withdrawal.

12. E-Mail. Lashly & Baer has found that the use of electronic mail and electronic document management are very effective ways to speed communication and reduce costs to our clients. Although e-mail is not necessarily secure or confidential, and there is a slim risk of interception, it is Lashly & Baer's opinion that communications sent via e-mail may be protected by the attorney-client privilege and be deemed confidential, just as paper communications between an attorney and client. Accordingly, the City and Lashly & Baer agree to use e-mail as appropriate in the provision of legal services as well as utilizing electronic document management and storage. Where information is extremely confidential, or where the disclosure of the information could be seriously damaging, Lashly & Baer or the City will secure the information on a document level or through methods of encryption, or if requested, communicate in a paper form. The parties hereto acknowledge that e-mail communication is not a secure method of communication. It is possible to intercept and copy e-mail communications by accessing any computers by which the e-mail is transmitted. If the City or Lashly & Baer wants future communications to be sent in a different fashion, such direction should be provided in writing.

13. Off-Site Storage of Information. It is a necessity for Lashly & Baer to store confidential client information off-site in hard copy and electronic form. This has become common in the business world, and Lashly & Baer states that it has not experienced any problems with such off-site storage. The City understands that Lashly & Baer cannot guarantee the security of hard copy or electronic data in storage facilities that are beyond its control. Lashly & Baer will take all reasonable precautions to protect the confidentiality of information that is stored. If the City wishes to make arrangements for some other type of storage, particularly after the City's files are closed, the City will have to make those arrangements itself; otherwise, the City agrees to accept the risk of any loss resulting from the off-site storage that Lashly & Baer utilizes.

14. Entire Agreement; Amendment. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the parties. This Agreement and any written amendment may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

LASHLY & BAER, P.C.

CITY OF MAPLEWOOD, MISSOURI

By: _____
James C. Hetlage, Vice President

By: _____
Amber Withycombe, City Manager

ATTEST:

City Clerk

RESOLUTION

R25-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES WITH LASHLY & BAER, P.C. AND APPOINTING JAMES C. HETLAGE AS CITY ATTORNEY AND ANDREW R. BRAMMAN AND LYNDEE R. FRITZ AS MUNICIPAL PROSECUTORS

WHEREAS, the City of Maplewood requires professional legal services to support municipal operations and legal representation; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for City Attorney and Municipal Prosecutor services; and

WHEREAS, the selection panel unanimously chose Lashly & Baer, P.C. following the RFQ process; and

WHEREAS, Lashly & Baer, P.C. is an experienced law firm with expertise in municipal law; and

WHEREAS, James C. Hetlage of Lashly & Baer, P.C. is qualified to serve as City Attorney for the City of Maplewood; and

WHEREAS, Andrew R. Bramman and Lyndee R. Fritz of Lashly & Baer, P.C. are qualified to serve as Municipal Prosecutors for the City of Maplewood; and

WHEREAS, the City Council desires to enter into an Agreement for Legal Services with Lashly & Baer, P.C. for an indefinite term beginning July 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. The City Manager is hereby authorized and directed to execute an Agreement for Legal Services with Lashly & Baer, P.C. for an indefinite term commencing July 1, 2025.

Section II. The City Council hereby consents to the City Manager's appointment of James C. Hetlage of Lashly & Baer, P.C. as City Attorney for the City of Maplewood, Missouri, to serve for an indefinite period until his successor has been appointed and qualified, or until removed for good cause by the City Council.

Section III. Andrew R. Bramman and Lyndee R. Fritz of Lashly & Baer, P.C. are hereby appointed as Municipal Prosecutors for the City of Maplewood, Missouri, to serve for an indefinite period until their successors have been appointed and qualified, or until removed for good cause by the City Council.

Passed this 20th day of June, 2025

Barry Greenberg, Mayor

Attest:

Tanya Bohlken, Deputy City Clerk

Approved this 20th day of June, 2025

Barry Greenberg, Mayor

Attest:

Tanya Bohlken, Deputy City Clerk