

RESOLUTION #162

WHEREAS, the City of Chesterfield, pursuant to Ordinance 847, entered into a contract with Chesterfield Community Development Corporation, (hereinafter referred to as "CCDC"), for the professional services in working with the federal, state and local governments to obtain recertification of the Monarch-Chesterfield Levee and consideration of construction of a 500 year levee for the Chesterfield Valley; and

WHEREAS, said contract was for an initial period of six (6) months subject to extension upon Council approval;

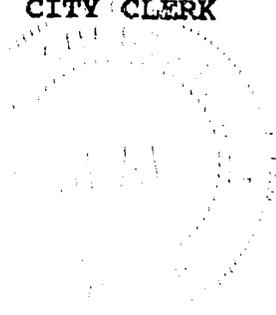
NOW THEREFORE BE IT RESOLVED that upon the request of CCDC and the evaluation by the City Council that continuing professional assistance is necessary to continue negotiation with federal, state and local agencies for the original purposes as set out in the Memorandum of Agreement entered into on November 2, 1993, the City Council does hereby authorize the City Administrator to extend the contract authorized by Ordinance 847 for an additional six (6) month period under the same terms and conditions as set out in Memorandum Agreement and contract attached thereto.

Passed and approved this 18<sup>TH</sup> day of APRIL, 1994.

Jack Leonard  
MAYOR

ATTEST:

Martha S. DeMay  
CITY CLERK



BILL NO. 864ORDINANCE NO. 847

AN ORDINANCE APPROVING A CONTRACT WITH THE CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION TO EMPLOY PROFESSIONAL SERVICES FOR THE REPAIR AND RECERTIFICATION OF THE MONARCH-CHESTERFIELD LEVEE AND CONSTRUCTION OF A 500 YEAR LEVEE AND VALLEY WIDE SURFACE WATER MANAGEMENT SYSTEM.

WHEREAS, the City of Chesterfield has determined that it is in the best interest of the City for it to obtain professional help in working with the federal, state and local governments and its agencies for the repair and recertification of the Monarch-Chesterfield Levee; and

WHEREAS, it has been determined by the City of Chesterfield that the City needs to give consideration to the construction of a 500 year levee and valley wide surface water management system within the Chesterfield Valley in order to enhance and maintain the City of Chesterfield's economic viability; and

WHEREAS, the City of Chesterfield has negotiated with the Chesterfield Community Development Corporation ("CCDC") in order to obtain the services at a fixed price over a specific period of time.

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

Section 1. The City of Chesterfield hereby authorizes the City Administrator of the City of Chesterfield to enter into a contract with CCDC in accordance with the terms and conditions as set out in Exhibit "A", a copy of which is attached hereto and made a part hereof.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 1<sup>ST</sup> day of NOVEMBER, 1993.

Jack Leonard  
MAYOR

ATTEST:

Martha L. De May  
CITY CLERK

MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF CHESTERFIELD AND  
THE CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION

THIS AGREEMENT entered into on this 2<sup>nd</sup> day of November, 1993, by and between THE CITY OF CHESTERFIELD, MISSOURI (hereinafter referred as to "Chesterfield") and THE CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION (hereinafter referred to as "CCDC"),

In consideration for the mutual promises and considerations as set forth below, Chesterfield and CCDC agree as follows:

1. Chesterfield hereby contracts with CCDC for the hiring of professional services related to the repair and recertification of Monarch Chesterfield Levee; construction of a 500 year levee; and a valley wide surface water management system within the Chesterfield Valley.
2. CCDC will employ the services of an individual who in its determination is skilled and capable of negotiating with the Federal government and its agencies to include the Army Corps of Engineers and Federal Emergency Management Agency; State of Missouri and its agencies; and St. Louis County as well as any other organizations, entities, or agencies as may be necessary to accomplish the purposes as set out in paragraph 1 above.
3. Any said individual or organization retained by the CCDC pursuant to this agreement shall be precluded from providing similar professional services to any other public or private entity which may reasonably be expected to utilize said professional services in contravention to the stated objectives set forth in paragraph 1 of this agreement.

4. The City of Chesterfield hereby agrees to pay a total of \$21,000 to be paid in equal monthly installments of \$3,500 which would be paid directly to CCDC. Chesterfield shall not be responsible for the payment of any monies in excess of this amount for any reason or for any purpose without specific written authorization received by CCDC from the City of Chesterfield. Said payments will be made by the City of Chesterfield upon invoicing by CCDC to the City of Chesterfield, Attention: Michael Herring, and said payments shall be for services for the prior month's activities and not payable in advance.

5. It is expressly understood by the parties that this agreement does not obligate the CCDC, either by a direct appropriation or through fund raising efforts, to fund the professional services contemplated herein in excess of the \$21,000 as provided by the City pursuant to the terms of this agreement.

6. The term of this agreement shall be from November 1, 1993 to April 30, 1994. Any subsequent extension shall require approval by the City Council of the City of Chesterfield and any subsequent request for an extension must be made no later than 45 days prior to April 30, 1994.

7. This agreement shall be binding up and shall be to benefit CCDC and Chesterfield and its respective successors and assigns and shall be binding upon its executors, administrators and legal representatives.

8. None of the terms of this agreement may be waived or modified to any extent except upon written agreement signed by both parties.

9. This agreement shall be subject to and governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE CITY OF CHESTERFIELD, MISSOURI

By Michael J. Jennings

ATTEST:

Mustin L. DeMay

THE CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION

By K. C. Kuer, President

ATTEST:

Paula L. ...

## CONTRACT FOR SERVICES

This contract dated 1 Nov 93 is made between the Chesterfield Community Development Corporation ("CCDC") and Lee McKinney of McKinney Associates, 841 Green Lantern, Ballwin, Missouri 63011 ("Lee McKinney").

### 1. Contract For Service

The CCDC hereby retains the services of Lee McKinney to provide professional services toward the reconstruction and recertification of the 100-Year Levee, construction of a 500-Year Levee, and planning for a valleywide surface water management system, all in Chesterfield Valley, Chesterfield, Missouri.

### 2. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Contract for Services. The CCDC is interested only in the results achieved by this Contract for Services and the conduct and control of the work will lie solely with Lee McKinney. Lee McKinney is not to be considered an agent or employee of the CCDC for any purpose and Lee McKinney is not entitled to any of the benefits provided by the CCDC to its employees, including but not limited to workers compensation or unemployment insurance.

It is understood that Lee McKinney may contract to provide professional services to others while under contract with the CCDC, including professional services related to Chesterfield Valley, Chesterfield, Missouri, provided that these other professional services in no way conflict with the objectives set forth in 3.A., Duties, of this contract.

Additionally, during the term of this contract, Lee McKinney shall not provide professional services to any other private or public entity which may reasonably expect to utilize said professional services to support efforts in contravention of the objectives set forth in 3.A., Duties, of this contract.

### 3. Duties

Lee McKinney will, unless he provides the CCDC prior notice to the contrary:

A. Coordinate and work with those activities of the CCDC, the City of Chesterfield and its agents, the Chesterfield Valley 2000 Coalition, St. Louis County, the State of Missouri, southwestern Illinois and eastern Missouri areas impacted by the 1993 floods, the Army Corps of Engineers, and the Federal Emergency Management Agency to accomplish progress in a timely manner towards:

1. Restoration of the Monarch-Chesterfield Levee to a 100-Year flood protection level (tentatively scheduled for completion by 15 December 1993).

2. Full recertification of the Monarch-Chesterfield Levee from the Federal Emergency Management Agency (possibly initiated immediately following completion of the 100-Year Levee reconstruction).

3. Provisions of a valleywide surface water management system and a 500-Year Levee in Chesterfield Valley through either Congressional authorization, other public funding sources, and/or private investment (including potential review and assessment of flood protection, levee alignment, wetland, permit application, financing, and environmental assessment issues).

B. Provide six monthly reports to the CCDC on Lee McKinney's activities to achieve positive results on 3.A., above.

C. Provide a final and comprehensive summary report to the CCDC of Lee McKinney's efforts, and recommendations for future actions, on 3.A., above.

D. Attend, as requested, regular CCDC Board and Chesterfield City Council meetings to update the CCDC Board and Chesterfield City Council, respectively, on progress toward 3.A., above.

#### 4. Compensation

Lee McKinney will invoice the CCDC the first of each month for the prior months services and reports described above in Duties at a rate of \$3,500 per month (anticipated six months, per Term of Contract for Services, below. Each invoice will contain corresponding reporting as set forth in 3.B. and 3.C., Duties, above. Payment is due Lee McKinney from the CCDC net thirty days following invoice receipt - and under all circumstances, only upon the CCDC receiving \$3,500 towards each invoice from the City of Chesterfield, per Addendum A.

#### 5. Expenses

The CCDC will not reimburse Lee McKinney for any or all expenses incurred by Lee McKinney or McKinney Associates in connection with the performance of his responsibilities described above in Duties.

#### 6. Term of Contract for Services

The term of Contract for Services shall begin on 1 November 1993 and extend to 30 April 1994 unless this Contract for Services is terminated by either party or modified as herein provided.

7. Termination of Contract for Services

This Contract for Services may be terminated at will by either party by the giving of thirty days written notice to the other party.

8. Contract for Services Modification

This Contract for Services may not be modified or terminated orally. No modification, termination or attempt to waiver shall be valid unless in writing signed by the parties against whom the same is sought to be enforced.

9. Liability

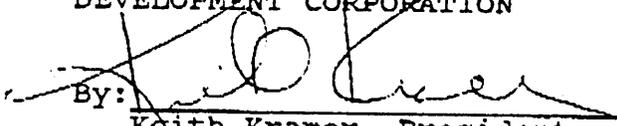
The CCDC assumes no personal or professional liability from or of Lee McKinney or McKinney Associates performing the terms of this Contract for Services.

10. Severability and Governing Law

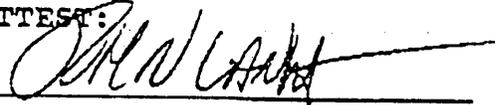
If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other cause or provision which shall remain in full force and effect. This Contract for Services shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the undersigned

CHESTERFIELD COMMUNITY  
DEVELOPMENT CORPORATION

By:   
Keith Kramer, President

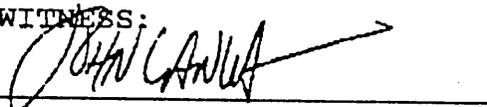
ATTEST:

  
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Lee McKinney  
McKinney Associates

WITNESS:

  
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