

RESOLUTION # 291

**A RESOLUTION TO EXTEND THE CONTRACT WITH
CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION
FOR PROFESSIONAL SERVICES**

WHEREAS, the City has entered into a contract with Chesterfield Community Development Corporation pursuant to Ordinance #847 of the City of Chesterfield, and,

WHEREAS, City Council has determined that it is still in the best interests of the City that the Professional services rendered should continue.

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

1. That the City of Chesterfield hereby agrees to the extension of the Professional Service contract pursuant to the terms of Ord. #847 for an additional six (6) months, expiring October 31, 2003, per the contract of Chesterfield Community development Corporation, dated May 1, 2003.
2. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved the 3rd day of March, 2003.


Mayor

ATTEST: Marta J. De May
City Clerk



CHESTERFIELD COMMUNITY DEVELOPMENT CORPORATION

(The Industrial Development Authority of the City of Chesterfield, Missouri)

Officers

February 13, 2003

Eric Winschel
President

Mike Herring, City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dennis Riggs
Vice President

William Schweikert
Secretary

Douglas Elliott
Treasurer

Dear Mike:

Directors

Ashok Agrawal

Glenn Borgard

Steve Domahidy

Rodney Falgout

Alan Politte

Rudy Stinnett

Wendy Wells

At their February 13, 2003 meeting, the Chesterfield Community Development Corporation (CCDC) Board of Directors unanimously approved a six-month contract with McKinney Associates. This contract is for the provision of professional services related to flood protection and drainage improvements in Chesterfield Valley. The CCDC is now asking the City to renew its commitment to the Valley by extending our contract for the management of this service.

As you know, considerable progress has been made toward the completion of a 500-year levee. Construction of the remaining levee improvements has begun. In addition to this, reimbursement is being sought for local funds contributed in excess of the required match. Any reimbursement would go directly to the TIF fund, allowing other critical improvements to be made. Col. McKinney's expertise is essential to the effort of obtaining this reimbursement and annual appropriations to allow the timely construction of the portion to be built by the Corps of Engineers.

The Board feels it is imperative that the City not deviate from the course of action initially taken until this project is completed. Therefore, the CCDC is asking the City to pass a resolution extending the terms of Ordinance #847. The extension of this ordinance will provide the funding necessary for us to implement the contract with McKinney Associates, a copy of which is enclosed.

Should you or any of the City Council have questions regarding this matter, please contact me. If you need anything else from us before this can appear on the agenda, please call me.

Sincerely,

Joel A. Smiley
Executive Director

Cc: Dennis Riggs, President, CCDC
Lee McKinney, McKinney Associates

CONTRACT FOR SERVICES

This contract dated May 1, 2003 is made between the Chesterfield Community Development Corporation ("CCDC") and Lee McKinney of McKinney Associates, 1323 Bentley Place, Chesterfield, Missouri 63005 ("Lee McKinney").

1. Contract For Service

The CCDC hereby retains the services of Lee McKinney to provide professional services toward the reconstruction and re-certification of the 100-Year Levee, construction of a 500-Year Levee, and planning for a valley wide 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, U.S. Congress, 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. Full 100-Year re-certification* of the Monarch-Chesterfield Levee from the Federal Emergency Management Agency (*note: to include the Federal

Emergency Management Agency's direction to remap Chesterfield Valley as based on Booker Engineering's June 1996 internal drainage report and subsequent drainage improvements, including the storm water pump stations installed in late 1997).

2. Provisions of a valley wide 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.

E. Assist the Mayor and City Administrator of Chesterfield in pertinent related matters.

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 the CCDC's corresponding contractual agreement with the City of Chesterfield.

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 May 1, 2003 and extend to October 31, 2003 unless this Contract for Services is terminated by either party or modified as herein.

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: _____
President

ATTEST:

Lee McKinney
McKinney Associates

WITNESS:

McKinney Associates Tasks for City of Chesterfield - CCDC
 100-Year Levee, Drainage & 500-Year Levee
 (Projected Target Dates)

Duration	TASK	1997				1998				1999				2000				2001				2002				2003			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
33w	100 YEAR LEVEE	8/22/97																											
33w	Recertification	8/22/97																											
367w	DRAINAGE																												
52w	Remapping - Interior Ponding	10/1/97				10/1/98																							
15w	By FEMA	10/1/97				1/15/98																							
52w	By City (1)	10/1/97				10/1/98																							
126w	Three Pumps									6/1/99																			
365w	Remaining Pumps (2)																												
	Design (9-12 mos) Coordinate design features w/ City, City's consultant, Levee District (MCLD), Corps of Engineers (COE)																												
	Permits (9-12 mos) Coordinate required permits w/ City, MCLD & COE																												
	Construction (12-18 mos) Coordinate approval process & acceptance w/ City, MCLD & COE																												

- (1) Additional remapping by City will be required as other pumps are completed
- (2) Details of funding design are unknown at present (as are permits & construction schedules)
 Depends on levee improvements at west end of valley and future development at east end of valley

McKinney Associates Tasks for City of Chesterfield - CCDC
 100-Year Levee, Drainage & 500-Year Levee
 (Projected Target Dates)

2/28/03

Duration	TASK	1997				1998				1999				2000				2001				2002				2003			
		Q1	Q2	Q3	Q4																								
365w	500-YEAR LEVEE	▶																											
	Reconnaissance Report (3)																												
208w	Feasibility Study (4)	▶																											
	Monitor COE study activities and report preparation and provide input as required																												
199w	Work with Congressional delegation, Washington-level COE & Congressional committees for authorization of Feasibility Study	▶																											
200w	Work with COE St. Louis District, Congressional delegation & Appropriations sub-committees to ensure optimum annual funding	▶																											
91w	Obtain maximum funding of Feasibility Report in FY 1999	▶																											
122w	Obtain maximum funding to complete Feasibility Report	▶																											

(3) Completed in 1996

(4) Chief of Engineers Report signed 12/29/00

McKinney Associates Tasks for City of Chesterfield - CCDC
 100-Year Levee, Drainage & 500-Year Levee
 (Projected Target Dates)

Duration	TASK	1997				1998				1999				2000				2001				2002				2003			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	500-YEAR LEVEE (Cont'd)																												
356w	Credit Approvals / Reimbursement (5)	10/31/03																											
	Coordinate planning of design & construction w/ City, MCLD, COE, Congressional delegation																												
81w	Coordinate all efforts to ensure timely approvals by Asst. Sec. of Army - Civil Works for Credit Application #3	7/20/98																											
252w	Coordinate all efforts to ensure timely approvals by Congress for reimbursement of funds for final earthen work	3/1/99																											
365w	Obtain Congressional approval for annual appropriations	12/31/03																											
326w	Non-Federal Construction Effort	10/1/97																											
	Monitor closely & ensure timely approval of COE permits, as required	12/31/03																											
37w	Obtain COE approval to allow interchange	10/1/97 6/15/98																											
152w	Obtain COE approval of MCLD modification to design of seepage berms north of I-64 and west of	2/1/00																											
		12/31/02																											

(5) Dependent on private efforts and available funds, as well as permits and Congressional authorization and appropriations (for reimbursement)

McKinney Associates Tasks for City of Chesterfield - CCDC
 100-Year Levee, Drainage & 500-Year Levee
 (Projected Target Dates)

Duration	TASK	1997				1998				1999				2000				2001				2002				2003			
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	500-YEAR LEEVE (Cont'd)																												
156w	Authorization (6)					1/1/98																							
139w	Coordinate efforts w/ Cong. delegation to apprise Cong. Authorizing Committee members and staff of critical need for levee & strong local support						3/1/98																						
139w	Try for Congressional Authorizing Committee consideration of Feasibility Report at earliest date						3/1/98																						
139w	Ensure Cong. authorization of 500-year levee in next Public Works Omnibus Bill, providing Feasibility Report is far enough along						3/1/98																						
48w	Work with COE and Congressional delegation to accelerate slipped schedule for completion of Feasibility Report (and approvals by higher authorities)																												

(6) Approved in Congressional Water Resources Development Act of 2000

