

RESOLUTION NO. 317

**A RESOLUTION TO APPROVE A CONTRACT WITH MCKINNEY ASSOCIATES FOR PROFESSIONAL SERVICES**

**WHEREAS**, the City wishes to enter into a contract with McKinney Associates for professional services, and;

**WHEREAS**, City Council has previously authorized a contract with the Chesterfield Community Development Corporation, for said services pursuant to Ordinance No. 874, and;

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

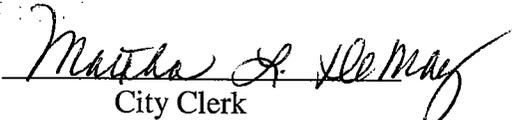
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:**

1. That the City of Chesterfield hereby agrees to contract with McKinney Associates for professional services, as detailed in the attached contract; and
2. That the City Administrator shall be authorized to execute said contract, on behalf of the City of Chesterfield; and
3. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved the 18<sup>th</sup> day of April, 2005

  
Mayor

ATTEST:

  
City Clerk

## CONTRACT FOR SERVICES

This contract dated May 1, 2005 is made between the City of Chesterfield ("City") and Lee McKinney of McKinney Associates, 1323 Bentley Place, Chesterfield, Missouri 63005 ("Lee McKinney").

### 1. Contract for Service

The City hereby retains the services of Lee McKinney to provide professional services toward the construction of a 500-Year Levee and Flood Protection Project, and planning for a valley wide surface water management system, all in Chesterfield Valley, Chesterfield, Missouri. Additionally, these services shall include advice and assistance on infrastructure matters involving the Army Corps of Engineers, the U.S. Congress and pertinent regulatory agencies at the State and federal level.

### 2. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by this Contract for Services. The City 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 City for any purpose and Lee McKinney is not entitled to any of the benefits provided by the City 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 City, including professional services related to work regarding the "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 City prior notice to the contrary:

- A. Coordinate and work with those activities of the City of Chesterfield and its agents, the Monarch-Chesterfield Levee District, the Chesterfield Chamber of Commerce, the Chesterfield Valley 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, other federal regulatory agencies and the Federal Emergency Management Agency to accomplish progress in a timely manner towards:
  1. Provision of a valley wide surface water management system and a 500-Year Levee and Flood Protection Plan 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). Completion of the Flood Protection Project shall include not only the completion of the earthen levee, but all necessary appurtenances such as seepage berms, flood gates and walls and pump stations, as well as appropriate environmental mitigation plans.
- B. Provide six bi-monthly reports to the City on Lee McKinney's activities to achieve positive results on 3.A., above.
- C. Provide a final and comprehensive annual summary report to the City of Lee McKinney's efforts, and recommendations for future actions, on 3.A., above.
- D. Attend, as requested, regular City Council Committee meetings or meetings of the Chesterfield City Council, to update the City Council or Committees thereof on progress towards 3.A., above.
- E. Assist and advise the Mayor, City Administrator and Director of Public Works of Chesterfield in pertinent related matters.

### 4. Compensation

Lee McKinney will invoice the City the first of each month for the prior month's services and reports described above in Duties at a rate of \$3,500 per month. Each invoice will contain corresponding reporting as set forth in 3.B. and 3.C., Duties above. Payment is due Lee McKinney from the City net thirty-days following invoice receipt.

5. Expenses

The City 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, 2005 and extend until 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 City 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 clause 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 THEREOF, the undersigned

CITY OF CHESTERFIELD

By: Michael J. Sperry  
City Administrator

ATTEST:

Maitha A. LeMay

L.E. McKinney

Lee McKinney  
McKinney Associates

WITNESS:

Judith A. Higgins