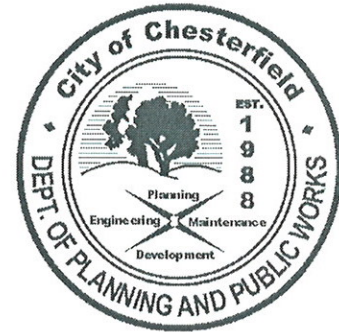


Memorandum

Department of Planning and Public Works

DATE: May 18, 2010
TO: Mike Herring, CA
FROM: Mike Geisel, DPW\CE



SUBJECT: Chesterfield Valley Stormwater

As you are aware, the City of Chesterfield has been actively involved in stormwater management for Chesterfield Valley since the City's incorporation. However, since the great flood event of 1993, and the subsequent recover, we have been much more aggressively involved in the development of stormwater infrastructure and flood plain management activities. A comprehensive stormwater master plan has been adopted and more stringent flood plain development guidelines have been enacted. More recently, the City has been involved in the latest facets of water quality issues required by our phase two land disturbance permit.

In 2009, the Monarch-Chesterfield Levee District accepted responsibility for the operation and management of the public stormwater infrastructure in Chesterfield Valley. Prior to this time, the Metropolitan St. Louis Sewer District had this responsibility, but had little experience or familiarity with the City's stormwater modeling. In essence, they deferred to the City to assure that developments were to be built in accordance with the stormwater master plan. Achieving this however, was potentially very difficult in that segment of the Valley which lies outside of the City of Chesterfield. It should be obvious that the integrity of the stormwater control and level of flood protection can be severely compromised by any non-conformity in the system. Literally, millions of dollars of improvements could be compromised by under sizing critical elements of the larger system. Over the course of time, there have been multiple intergovernmental agreements and partnerships with the Monarch-Chesterfield Levee District which has fostered a mutually beneficial relationship which helps to assure the efficient development and operation of stormwater facilities, as well as to ensure reasonable, controlled, and compliant development within the levee protected area.

I am very pleased to present the attached memorandum of understanding which has been developed in cooperation with the Levee District. It serves to memorialize the respective responsibilities and authority of the City and the Levee District. It also clearly defines the City's role in the review of stormwater and flood control infrastructure in that part of the valley outside of our corporate limits.

As you are also aware, we have been working to resolve issues involving the implementation of water quality regulations within Chesterfield Valley. The

Michael G. Herring
Valley Water Quality - Funding
Page two of two
May 18, 2010

Monarch-Chesterfield Levee District has taken the lead in developing a private\public partnership to work with the Metropolitan St. Louis Sewer District, the Department of Natural Resources, a consortium of Chesterfield Valley land Owners, Developers and the City of Chesterfield to seek a reasonable and rational method to comply with the phase two requirements. Given the Chesterfield Valley's unique regional stormwater management, under a single consolidated management, the Valley has the potential to use the existing stormwater drainage system of reservoirs and channels to satisfy the water quality standards. In attempting to do so, a significant amount of engineering and documentation is required. The Levee District, St. Louis County and the private consortium have funded a significant amount of this engineering and environmental research. As a land owner, as a partner in the management of the valley system, and as a co-permittee, **I recommend that the City participate in funding this engineering effort with reimbursed TIF funds.** Clearly, it is in the City's best interest to ensure compliance with the water quality standards. It is equally clear that it is preferred to maximize the impacts of the existing system of reservoirs and channels to achieve improved water quality. It is also preferred to have the water quality facilities uniformly and centrally managed instead of attempting to have each individual lot owner responsible for some small portion thereof. As such, **I recommend that the City fund a share of this effort, in an amount not to exceed \$50,000, paid for from the TIF Deferred Revenue Projects Fund.** Payment would be made to the Monarch-Chesterfield Levee District, which is managing the financing and collection of funds from the private consortium for this effort. No funding is requested or to be provided from the City's general fund. **I also recommend that the City authorize you, as City Administrator, to execute the attached Memorandum of Understanding with the Monarch-Chesterfield Levee District.** This agreement has been reviewed by City Attorney, Rob Heggie.

With your consent, I'd like to place this item on the next available agenda for the Planning and Public Works Committee. If you require additional information or have any questions, please let me know.

attachments

Cc Brian McGownd, Public Works Director - City Engineer

oh'd
JRH
5/24/10

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CHESTERFIELD AND
THE MONARCH-CHESTERFIELD LEVEE DISTRICT
REGARDING STORMWATER MANAGEMENT

WHEREAS, the Monarch-Chesterfield Levee District (“Levee District”) operates and maintains a levee and storm water drainage system as described in the Levee District’s Plan for Reclamation and various Supplemental Plans for Reclamation, which systems provide flood risk mitigation to an area of approximately 4,700 acres located within the City of Chesterfield, Missouri, including approximately 350 acres located within the City of Wildwood (“Chesterfield Valley”);

WHEREAS, the City of Chesterfield, Missouri (“City”) has developed, adopted and is implementing a storm water master plan for all watersheds within Chesterfield Valley, which prescribes the facilities and infrastructure necessary for stormwater management in coordination with the provisions of flood plain management; said plan is known as the Chesterfield Valley Stormwater Master Plan (“Master Plan”);

WHEREAS, the stormwater system designed in the Master Plan has been partially constructed, and the City continues to pursue completion of construction of elements of the Master Plan, as development occurs;

WHEREAS, the Levee District has statutory authority and has accepted responsibility for operating and maintaining elements of the Master Plan, and the City has constructed and transferred ownership of various elements of the Master Plan to the Levee District for operation and maintenance;

WHEREAS, the stormwater system now serves and will continue to serve multiple functions, including (a) management of stormwater run-off through a stormwater drainage system in accordance with the Master Plan to maintain a certain internal base flood elevation as determined by the City in its capacity as the floodplain manager under 44 CFR Section 60.3 (“Stormwater Management”) and (b) compliance with certain federal, state and local regulations regarding quality of stormwater run-off for environmental purposes (“Water Quality Compliance”);

WHEREAS, the City and the Levee District recognize that Stormwater Management and Water Quality Compliance within Chesterfield Valley is essential to ensure public safety and environmental compliance;

WHEREAS, the City and Levee District have a mutual desire to regulate and manage development in Chesterfield Valley in a manner consistent with and in compliance with requirements for Stormwater Management and Water Quality Compliance; and,

WHEREAS, the City and the Levee District wish to enter into this Memorandum of Understanding to document their intent to cooperate and share responsibility for implementing

and maintaining Stormwater Management and Water Quality Compliance within Chesterfield Valley;

WHEREAS, the City has approved this Memorandum of Understanding by Ordinance # _____ adopted by the Council of the City of Chesterfield, Missouri on _____, 2010;

WHEREAS, the Levee District has approved this Memorandum of Understanding by Resolution _____ adopted by the Board of Supervisors of the Levee District on _____, 2010;

NOW, THEREFORE, in consideration of the promises, covenants and representations in the Memorandum of Understanding, the parties agree as follows:

1. **Storm Water Master Plan**: The City will possess, manage, update and maintain the Master Plan stormwater model for Chesterfield Valley for purposes of Stormwater Management and Water Quality Compliance. The City and Levee District agree to cooperate to ensure effective implementation of the Master Plan provided that the paramount use of the stormwater system shall be for floodplain management purposes.
2. **Plan Review/Permitting**: Development plan review and permitting within the Levee District's boundaries shall be done by City of Chesterfield for Stormwater Management, flood plain development and Water Quality Compliance purposes; provided, however, that plan review and permitting for Water Quality Compliance purposes shall commence only after the Levee District adopts and the appropriate state and local agencies approve a water quality master plan for Chesterfield Valley. Said standards and requirements shall be enforced by Levee District and the City shall cooperate and assist in enforcement to the extent permitted by law, including ordinances of the City. It is not intended for the Levee District to be a co-permittee with MSD for the MS-4 permit with the Missouri Department of Natural Resources.
3. **Facility Ownership and Maintenance**: The Levee District will retain ownership and be responsible for maintenance of public stormwater and drainage improvements for all purposes. All such public stormwater and drainage improvements on new developments shall be dedicated to the City and the Levee District. The Levee District may transfer ownership and all obligations associated with stormwater facilities owned by the Levee District to other public entities, subject to operation of such facilities in accordance with this Memorandum and the Master Plan.
4. **National Flood Insurance Program**: The City of Chesterfield is the designated floodplain manager as defined by the National Flood Insurance Program. As Floodplain Manager, the City has responsibility and authority to manage any development, alteration, or additions within or adjacent to the special flood hazard area as provided by the City's flood plain management ordinance and 44 CFR Section 60.3.

- 5. **Federal and State Law.** This agreement shall not be construed as to conflict or supersede or otherwise limit any similar or applicable law, rule or regulation of the government of the United States, State of Missouri, or St. Louis County.
- 6. **Severability.** The captions included in this agreement are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the agreement itself. In the event any portion of this agreement shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

THIS MEMORANDUM OF UNDERSTANDING is entered into by the City and the Levee District and has been executed by the duly authorized representative of each party, pursuant to authorization granted by the Board of Supervisors and the City Council.

MONARCH-CHESTERFIELD
LEVEE DISTRICT

CITY OF CHESTERFIELD, MISSOURI

By: _____
Earl R. Hoffmann
Title: President

By: _____
Michael G. Herring
Title: City Administrator

Date: _____

Date: _____

ATTESTED

By: _____

By: _____

AFFIX SEAL

AFFIX SEAL

Invoice

Stock & Assoc. Consulting Engineers, Inc
257 Chesterfield Business Parkway
Chesterfield, MO 63005
Email: dan.stock@stockassoc.com
Phone 636-530-9100 Fax 636-530-9122

May 5, 2010
Project No: 209-4400
Invoice No: 50323

Mr. Jerry Right
Chesterfield Valley Coalition
PO Box 4292
Chesterfield, MO 63006

Project 209-4400 Chesterfield Valley Water Quality Technical Work - Engineering
December 2009:
Review MSD report & prepare summary of findings.

Professional Services from April 1, 2010 to April 30, 2010

PROFESSIONAL SERVICES

Charge

Stormwater Management Plan / Meetings	\$175.00
Stormwater Management Plan / Plan Preparation/Drafting	\$105.00
Total Labor	\$280.00

Subtotal \$280.00

TOTAL THIS INVOICE \$280.00

OUTSTANDING INVOICES

NUMBER	DATE	BALANCE
47704	5/5/09	\$16,254.51
47871	6/3/09	\$8,631.00
47997	7/6/09	\$12,285.00
48133	8/5/09	\$5,162.85
48288	9/3/09	\$1,050.00
48422	10/5/09	\$5,530.00
48777	12/7/09	\$4,207.50
48876	1/6/10	\$3,610.00
49030	2/4/10	\$1,365.00
50023	3/3/10	\$822.50
50168	4/5/10	\$3,752.50
TOTAL		\$62,670.86

TOTAL NOW DUE \$62,950.86

Project

209-4400

Chesterfield Valley Water Quality Technical
Work - Engineering

Invoice 50323

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days.

Billing Backup

Wednesday, May 05, 2010

Stock & Assoc. Consulting Engineers, Inc.

Invoice 50323 Dated 5/5/10

4:53:59 PM

Project 209-4400 Chesterfield Valley Water Quality Technical Work - Engineering

Phase STMP Stormwater Management Plan

PROFESSIONAL SERVICES

			Hours	Rate	Amount	
Meetings						
0463	1003 - Stock, George	4/8/10	1.00	175.00	\$175.00	
Plan Preparation/Drafting						
0246	1015 - Bertucci, Rico	4/5/10	1.00	105.00	\$105.00	
	Totals		2.00		\$280.00	
	Total Labor					\$280.00
				Total this Phase		\$280.00
				Total this report		\$280.00

STORM WATER ISSUE

INVOICES

STOCK & ASSOCIATES	\$10845.00	PAID 2/18/09
STOCK & ASSOCIATES	\$25732.72	PAID 3/27/09
THOMAS & HUTTON	\$3760.26	PAID 3/30/09
THOMAS & HUTTON	\$2260.00	PAID 3/30/09
THOMAS & HUTTON	\$625.00	PAID 4/18/09
STOCK & ASSOCIATES	\$13,490.00	PAID 6/19/09
TOTAL	\$56,712.98	
COLLECTED TO DATE	\$57,316.00	
AVAILABLE FUNDS	\$603.02	
STOCK & ASSOCIATES	\$46,936.38	OUTSTANDING INVOICE
SHORTAGE	\$46,333.36	

FINAL

47,986.38

9-15-09

Sept. 01, 2009

Statement

Stock & Assoc. Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63005
Email: dan.stock@stockassoc.com
Phone 636-530-9100 Fax 636-530-9122

August 27, 2009

Mr. Jerry Right
Chesterfield Valley Coalition
PO Box 4292
Chesterfield, MO 63006

Current	\$5,162.85
Past Due	\$41,773.53
Balance Due	<u>\$46,936.38</u>

Project: 209-4400 Chesterfield Valley Water Quality Techni

Outstanding Invoices

Number	Date	Invoiced	Balance Due
47631	4/6/09	\$16,485.53	\$2,995.53
47704	5/5/09	\$17,862.00	\$17,862.00
47871	6/3/09	\$8,631.00	\$8,631.00
47997	7/6/09	\$12,285.00	\$12,285.00
48133	8/5/09	\$5,162.85	\$5,162.85
Statement Totals		\$60,426.38	\$46,936.38

Current	31 - 60 Days	61 - 90 Days	91 - 120 Days	121 - 150 Days	Over 150 Days
\$5,162.85	\$12,285.00	\$8,631.00	\$17,862.00	\$2,995.53	

Average Days 83.20

Jerry,
Just checking payment status
for the older invoices.

Thank you,
Dan Stock

Storm Water Issue

St. Louis County	\$10,000.	
Chesterfield Fence	\$850.	\$10,850.
Kehr Development	\$1700.	\$12,550.
New Century	\$584.	\$13,134.
Phase II Investment	\$4600.	\$17,734.
Mark Andy	\$2000.	\$19,734.
James Saitz	\$300.	\$20,034.
Chesterfield A/P Road Investment	\$5000.	\$25,034.
Ezra Partners	\$500.	\$25,534.
Greenberg Development	\$1560.	\$27,094.
Edison Crossing	\$400.	\$27,494.
Cambridge	\$1000.	\$28,494.
Wolfe	\$13,000	\$41,494.
Duke	\$3000.	\$44,494.
Peter Danna	\$500.	\$44,994.
Mike Danna	\$500.	\$45,494.
Summitt	\$1600.	\$47,094.
Winter Brothers	\$1922.	\$49,016.
THF	\$4200.	\$53,216.
Adams	\$1000.	\$54,216.

Storm Water Issue

St. Louis County	\$10,000.	
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Mike Danna	\$500.	\$45,494.
Summitt	\$1600.	\$47,094.
Winter Brothers	\$1922.	\$49,016.
THF	\$4200.	\$53,216.
Adams	\$1000.	\$54,216.

 Fick Supply	\$2000.	\$56,216.
Monarch Land	\$500.	\$56,716.
Natoli	\$600.	\$57,316.