

**CITY OF COLUMBIA, ILLINOIS**

**ORDINANCE NO. 2782**

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,  
ILLINOIS, TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH SOUTHWESTERN ILLINOIS RESOURCE  
CONSERVATION AND DEVELOPMENT OF MASCOUTAH,  
ILLINOIS, TO PROVIDE ASSISTANCE IN APPLYING FOR AN  
OPEN SPACE LAND ACQUISITION AND DEVELOPMENT  
GRANT FOR THE CITY OF COLUMBIA, ILLINOIS**

**Adopted by the  
City Council  
of the  
City of Columbia, Illinois  
This 3<sup>rd</sup> day of May, 2010**

**Published in pamphlet form by  
authority of the City Council  
of the City of Columbia,  
Illinois, this 3<sup>rd</sup> day  
of May, 2010**

MAY 03 2010

*J. Ronald Colyer*  
City Clerk

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GRANT FOR THE CITY OF COLUMBIA, ILLINOIS**

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to employ a firm to assist in the preparation of an application for an Open Space Land Acquisition and Development ("OSLAD") grant for the City;

WHEREAS, the City Council of the City has selected Southwestern Illinois Resource Conservation & Development of Mascoutah, Illinois ("RC&D"), an Illinois Not-for-Profit Corporation, as the appropriate entity to provide such services; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into a Professional Services Agreement to employ said corporation to provide such services to the City,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council of the City of Columbia, Illinois, does hereby authorize the employment of RC&D to provide assistance to the City in its preparation of a grant application, and does further authorize and direct the Mayor to execute and deliver a Professional Services Agreement, in the form attached hereto, evidencing such employment of RC&D to provide assistance to the City in applying for an OSLAD grant, which Professional Services Agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

**Section 3.** This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Agne, and the roll call vote was as follows:

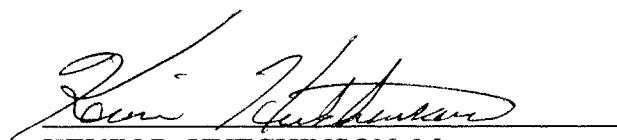
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

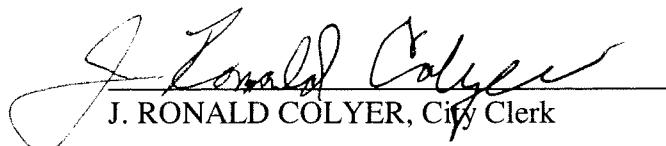
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 3<sup>rd</sup> day of May, 2010.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER  
J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

**CERTIFICATE OF PUBLICATION**

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

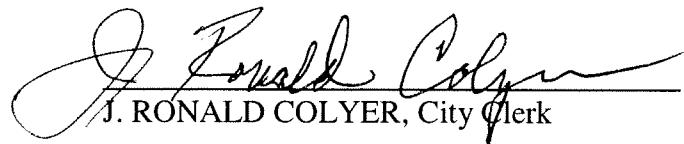
I further certify that on the 3<sup>rd</sup> day of May, 2010, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2782 entitled:

**“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,  
ILLINOIS, TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH SOUTHWESTERN ILLINOIS RESOURCE  
CONSERVATION AND DEVELOPMENT OF MASCOUTAH,  
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2782, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on May 4, 2010 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 3rd day of May, 2010.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MONROE )

**CERTIFICATE OF TRUE COPY**

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2782, entitled:

**“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA,  
ILLINOIS, TO ENTER INTO A PROFESSIONAL SERVICES  
AGREEMENT WITH SOUTHWESTERN ILLINOIS RESOURCE  
CONSERVATION AND DEVELOPMENT OF MASCOUTAH,  
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to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 3rd day of May, 2010.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 3rd day of May, 2010.

  
J. RONALD COLYER, City Clerk

(SEAL)

**PROFESSIONAL SERVICES  
AGREEMENT**

**FOR**

**OPEN SPACE LAND  
ACQUISITION & DEVELOPMENT**

**GRANT PREPARATION**

**SUBMITTED TO:  
CITY OF COLUMBIA**

**APRIL 2010**

## PROFESSIONAL SERVICES CONTRACT

This Professional Services Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between **the City of Columbia, Illinois**, a body politic ("Client") and **Southwestern Illinois Resource Conservation and Development**, an Illinois Not-for-Profit Corporation, (Federal ID No. 37-1273869) ("Services Provider").

As provided in this Agreement, Southwestern Illinois Resource Conservation and Development will provide technical services necessary to assist Client in the development of an Open Space Land Acquisition & Development application.

The Client and Services Provider, for mutual consideration, the sufficiency of which is acknowledged, and under the terms and conditions hereinafter set forth, do agree as follows:

### **SECTION 1. SCOPE OF SERVICES TO BE PERFORMED**

Upon request of the City of Columbia, acting through Paul Ellis, Director of Community & Economic Development, Services Provider agrees to provide the following technical assistance incidental and necessary in the development of an Open Space Land Acquisition & Development (OSLAD) application:

### **OPEN SPACE LAND ACQUISITION & DEVELOPMENT - TECHNICAL ASSISTANCE**

Services Provider will make reasonable efforts to assist the Client in the development of an OSLAD application, which shall include but not be limited to:

1. Services Provider will develop a comprehensive listing of all information, reports or data that is to be provided by Client.
2. Services Provider will provide all photographs and maps necessary for grant application.
3. Services Provider will provide a draft application to Client by June 1, 2010.
4. Upon receipt of Client's edits, Services Provider will prepare a final application for Client to submit.
5. Application will be prepared in an electronic format; Client will have full access to online application.

### **SECTION 2. PROJECT TIME**

Services are to commence immediately upon receipt of the executed Agreement; with final application to be completed by June 10, 2010.

### **SECTION 3. COMPENSATION**

1. Service Provider fees for services which have been requested and approved by Client, shall be billed on an hourly basis at the following rates:
  - Dave Eustis \$68.00
  - Megan Riechmann \$57.00
2. "Reimbursable Expenses", including mileage, shall include actual expenditures made by the Service Provider, at the request and approval of Client, for the benefit of the project.
3. Service Provider fees for services and reimbursable expenses will not exceed \$3,400.

### **SECTION 4. METHOD OF PAYMENT**

Service Provider will invoice the Client upon delivery of the final application. The invoice will include a summary of all expenses associated with this contract.

Client shall notify Service Provider in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. Otherwise, the Client shall deem the invoice proper and acceptable. Amounts indicated on invoices are due and payable within thirty (30) days of receipt.

### **SECTION 5. CLIENT'S RESPONSIBILITY**

The Client agrees to provide full reliable information regarding its requirements for the Project, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time for the performance of Service Provider's work. The Client shall designate a Project Administrator (Project Manager) authorized to act on behalf of the Client with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of Service Provider's work.

### **SECTION 6. TERMINATION**

Either Client or Service Provider may terminate this Agreement by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay Service Provider for Services and Reimbursable Expenses performed or incurred prior to the termination.

No party shall have a claim of damages for loss of profit in the event of termination hereunder. Neither party shall be relieved of liability for damages sustained as a result of breach of this Contract. The right to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

## **SECTION 7. WORK PRODUCTS**

Any documentation prepared or provided by Services Provider hereunder shall be the property of the Client, but may be used by Services Provider following submission for purposes of illustrating the scope and nature of project involvement to others.

## **SECTION 8. NOTICE**

Any notice required or permitted under the terms of this Contract shall be deemed to have been duly served when personally delivered or delivered by registered or certified mail, return receipt requested and addressed as follows:

If to the Client:

Paul Ellis  
Director of Community & Economic Development  
City of Columbia  
208 South Rapp  
P.O. Box 467  
Columbia, IL 62236

If to the Services Provider:

David Eustis  
Executive Director  
Southwestern Illinois  
Resource Conservation and Development  
406 East Main Street  
Mascoutah, Illinois 62258

or at such other address as either party may specify, in writing, from time to time.

All notices shall be deemed to have been received on the date delivered in the case of personal delivery or on the next business day subsequent to the date of the U.S. Government postmark in the case of delivery by registered or certified mail.

## **SECTION 9. INDEPENDENT CONTRACTOR**

It is expressly agreed that Services Provider is acting as an independent contractor with regard to the activities and services specified herein. The Client shall carry no workers' compensation insurance, health or accident insurance to cover Service Provider or any of its agents or employees for any type of loss which might result to Service Provider or its agents or employees in connection with the performance of the activities and services set forth in this Agreement. The Client shall not pay any contribution to Social Security, unemployment insurance, federal or state withholdings taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that neither Services Provider nor any of its agents or employees is an employee of the Client.

## **SECTION 10. INSURANCE**

The Service Provider shall maintain the following minimum limits of liability insurance coverage, with one or more qualified and rated insurance carriers acceptable to the City, with regard to the performance of this Agreement:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Comprehensive General Liability	
Bodily Injury	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage	\$500,000 each occurrence OR \$1,000,000 combined single limit \$3,000,000 aggregate limit

The City shall be named as an additional insured on the liability insurance policy or policies, by special endorsement. The liability insurance policy or policies involved shall provide that the same may not be canceled without the City receiving at least thirty (30) days prior written notice of cancellation.

## **SECTION 11. MISCELLANEOUS**

- (a) Client and Services Provider each bind itself and its successors to this Agreement. Neither Client nor Services Provider shall assign or transfer its rights or obligations under this Agreement without the written consent of the other.
- (b) This Professional Services Agreement constitutes the entire agreement between the parties with respect to the subject hereof and neither has been induced to make or enter into this Agreement by reason of any oral or written agreement or representation other than as contained herein.
- (c) This Professional Services Agreement may be modified or changed only by a written amendment that is signed by both the Client and Services Provider.
- (d) The laws of the State of Illinois shall govern the interpretation and enforcement of this Professional Services Agreement.
- (e) Any individual who signs this Professional Services Agreement, on behalf of Client or Services Provider, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement on behalf of his, or her employer or company.

In witness whereof, the parties hereto have caused this Professional Services Agreement to be executed as of the day and year first above written.

**CITY OF COLUMBIA, ILLINOIS**

**BY:**

**Kevin B. Hutchinson, Mayor**

**Southwestern Illinois  
Resource Conservation & Development**

**Dave Eustis, Executive Director**

**ATTEST:**

**J. Ronald Colyer, City Clerk**