

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 670

AN ORDINANCE APPROVING A CONTRACT WITH CUMMINGS
AND ASSOCIATES - CDAP GRANT APPLICATION

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 3rd DAY OF June, 1996

PRESENTED: June 3, 1996

PASSED: June 3, 1996

APPROVED: June 3, 1996

RECORDED: June 3, 1996

PUBLISHED: June 3, 1996

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X *Shirley M. ...*
Acting City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: June 3, 1996.

AN ORDINANCE APPROVING A CONTRACT WITH CUMMINGS
AND ASSOCIATES - CDAP GRANT APPLICATION

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have reviewed a proposed agreement, incorporated herein and attached hereto as Exhibit "A," with J. R. Cummings & Associates (hereinafter referred to as "Consultant") to provide assistance to the City of LeRoy (hereinafter referred to as "City") in preparing and filing an application for a Community Development Assistance Program (CDAP) grant from the State of Illinois, and have determined that approval of the same by the City of LeRoy is in the best interests of the City and its residents; and

WHEREAS, the Mayor and City Council of the City of LeRoy, have determined that the services to be accomplished in connection with the aforesaid Consultant is necessary in order to take advantage of any and all funds that might be available to the City from the State of Illinois,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, Illinois, in lawful meeting assembled as follows:

Section 1. That agreement between J.R. Cummings & Associates and the City of LeRoy, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by
Parkin, seconded by Thompson, by
roll call vote on the 3rd day of June, 1996, as follows:

AGREEMENT

This Agreement, entered into this _____ day of _____, 1996, A.D., by and between the City of LeRoy, Illinois, a municipal corporation, hereinafter referred to as the "Applicant" and James R. Cummings, d/b/a J. R. Cummings & Associates, as an individual, hereinafter referred to as the "Consultant", for the purposes specified in PART I - SPECIFIC CONDITIONS, as set forth herein.

PART I - SPECIFIC CONDITIONS

A. Scope of Consultant Services

The Consultant shall:

Provide technical assistance to the Applicant regarding the preparation and filing of an application for a Community Development Assistance Program (CDAP) grant from the State of Illinois as delineated below:

1. Provide information to the Applicant on the CDAP, its purposes and objectives, eligible and ineligible activities, funding levels, grant ceilings, rating system, procedural and other requirements;
2. Provide advice and direction to the Applicant on the selection of a project or projects for which application may be made;
3. Provide the necessary instruments and appropriate instructions to the Applicant so that it can carry out a population/income survey as may be necessary for the project or projects involved;
4. Review the completed survey forms and tabulate the results and present those results to the Applicant for examination and decision making;
5. Prepare the notice(s) for all necessary public hearings and arrange for publication of same in accordance with established criteria;
6. Assist the Applicant in conducting the application public hearing required by CDAP regulations and provide appropriate materials for said hearing;
7. Gather all information necessary for and prepare the applicant project information form, project summary, project readiness summary, activity description, list of previous CDAP grants, low- and moderate-income analysis, survey summary forms (if needed), minority benefit/affirmative action/fair housing statement, administrative cost detail, financial checklist, applicant disclosure form and other such forms as may be required for the application;
8. Prepare necessary maps and other graphics to illustrate activity location, scope, low- and moderate-income concentrations or other data required for the subject project;
9. Assist in the gathering of documentation to support a claim of a threat to public health and safety which the project is intended to resolve;
10. Assist in the assembling of documentation regarding the commitment of leveraged funds for the project;
11. Prepare the appropriate resolutions for application filing authorization and

commitment of local funds for Applicant's execution as may be necessary;

12. Prepare all appropriate letters of transmittal and associated correspondence for Applicant execution;
13. Assume the responsibility for the delivery of the appropriate number of finished applications to the Department of Commerce and Community Affairs (DCCA);
14. Provide additional information to DCCA as it may require and answer all questions regarding the project it may have, and, if necessary, attend any site visit DCCA may conduct in its project review.

B. Scope of Applicant Responsibilities

The Applicant shall:

Perform its appropriate duties under the CDAP rules and regulations necessary for the preparation and execution of a CDAP application and cooperate with the Consultant in the performance of his duties and responsibilities under this Agreement as specified herein:

1. Provide at no cost to the Consultant information and materials relevant to the application efforts, including, but not limited to studies, reports, maps and correspondence;
2. Retain at its own expense the services of a professional engineer to prepare detailed cost estimates and other materials for the project;
3. Retain at its own expense the services of an attorney for whatever purpose it may deem necessary;
4. Assume the cost of publishing the necessary public notices for the application;
5. Hold meetings and hearings as required to develop the project with the Consultant and to approve and execute the application in sufficient form for filing with DCCA;
6. Appoint a person(s) to act as coordinator(s) for the project as it relates to the Consultant's duties;
7. Provide the Consultant with copies and/or originals of any correspondence or other written material it might receive from any person or agency relevant to the application and alert the Consultant of any application-related inquiries or information it might receive by telephone;
8. Conduct, if necessary, a housing/population and income survey with the instruments supplied by the Consultant and in accordance with his instructions for same and give all such completed survey forms to the Consultant for tabulation.

C. Method of Compensation, Period of Service

1. For services rendered in accordance with Section I-A of this Agreement, the Consultant shall be paid at a lump sum of One thousand and 00/100 Dollars (\$1,000.00) within 30 days of the CDAP application's filing with DCCA.
2. Except with regard to termination of the Agreement prior to the filing of the

application, the period of service shall commence upon the approval to enter into the Agreement is given by the Applicant and end upon notice by DCCA of grant award or denial.

PART II - GENERAL CONDITIONS

A. Application Costs

It shall be understood that no part of the costs associated with the preparation of the CDAP application can be paid from grant resources. All such costs shall be borne by the Applicant from its own or other resources.

B. Application Quality

The Consultant assures the Applicant that the application filed will be accepted for rating by DCCA as a complete and accurate document. If the application is rejected by DCCA as not being suitable for rating, thus removing it from competition, the Applicant owes no fee to the Consultant. However, if it can be shown that the Applicant did not supply information requested by the Consultant and did not cooperate with the Consultant in the application preparation effort that resulted in a defective and inferior product, the Consultant shall be held harmless and still paid the initial fee indicated above.

C. Mutual Cooperation

The respective parties agree to cooperate with each other fully by maintaining a reasonable level of communication with each other, answering correspondence, returning telephone calls, etc., in order to make the application process efficient and orderly and to ensure the highest quality application possible.

D. Termination

This Agreement may be terminated only upon one or more of the following premises:

1. Either party has been found to have breached the Agreement by lack of performance of duties, services or responsibilities as set forth herein;
2. It is found by either party that the project is clearly not competitive and further application effort will not produce a feasible project and will be patently fruitless;
3. Mutual consent is obtained from the parties to cease work for reasons not stated above.

In the case the Agreement is terminated for premise number one, the Consultant shall be paid for all the hours worked and miles traveled associated with the rendering of services at the rates of \$45 per hour and \$.30 per mile, respectively, if the Applicant is the cause of the breach, but shall not be compensated if he is the cause of the breach.* In the case of termination on premises two and three, the Consultant shall be paid for all the hours worked and miles traveled regardless which party initiates the termination. This Agreement shall not be subject to termination after the application is filed with DCCA unless the application is withdrawn from the intended round of competition, in which case the compensation due shall be as that set forth in the preceding sentence. The termination date shall be effective within five working days of receipt of written notice by the affected party.

*Total services and mileage payment not to exceed a total of \$1,000.00

E. Assurances by the Consultant

The Consultant assures that he will provide an earnest effort toward the preparation of a competitive CDAP application for the Applicant if all the provisions of this Agreement are complied with by the Applicant. However, it is further understood that the Consultant has not and is not now expressing a guarantee to the Applicant that it will unconditionally receive a grant as a result of his application preparation efforts, nor has he or is he now implying such a guarantee is possible. Any estimate of the competitive value of the application given by the Consultant shall not be construed as anything but an estimate, therefore shall not be construed by the Applicant as a guarantee of eventual competitive ranking by DCCA.

In witness whereof, the Applicant and the Consultant have executed this Agreement on the date first above written.

APPLICANT:
City of LeRoy

CONSULTANT:
J. R. Cummings & Associates

By: _____
Jerry Davis, Mayor

By: _____
James R. Cummings

Attest:

By: _____
Sue Marcum, Clerk

Aldermen elected 6

Aldermen present 6

VOTING AYE:

Ron Litherland, Lois Parkin, Fred Dodson, Dawn Thompson, Bill Swindle, Dave McClelland
(full names)

VOTING NAY:

none

(full names)

ABSENT, ABSTAIN, OTHER:

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 3rd day of
June, 1996.

X Sue Marcum

Sue Marcum, Acting City Clerk of the City of
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 3rd day of
June, 1996.

X Jerry C. Davis

Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X Sue Marcum
Sue Marcum, Acting City Clerk of the City
of LeRoy, McLean County, Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such acting City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING A CONTRACT WITH CUMMINGS
AND ASSOCIATES - CDAP GRANT APPLICATION.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 3rd day of June, 1996, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 3rd day of June, 1996.

x *Sue Marcum*
Acting City Clerk

(SEAL)

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on June 3, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 670, entitled:

AN ORDINANCE APPROVING A CONTRACT WITH CUMMINGS
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which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. _____, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on June 3, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 3rd day of June, 1996.

(SEAL)



Acting Municipal Clerk