

ORDINANCE NO. 80-29

AN ORDINANCE AUTHORIZING THE
EXECUTION OF A CONTRACT WITH RESPECT
TO REVISION OF ORDINANCES

BE IT ORDAINED BY THE PRESIDENT AND BOARD
OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY,
ILLINOIS, as follows:

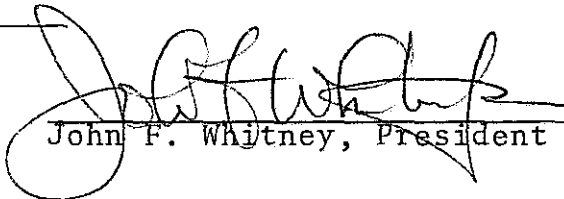
SECTION 1. The President is hereby authorized
to execute a contract with GREENE & ELLIOTT, LTD. of
Springfield, Illinois for the services of BRADLEY B. TAYLOR,
Planner in the review and revision of a proposed subdivision
ordinance for the Village, in the manner and form attached
hereto.

Passed:

8/26/80

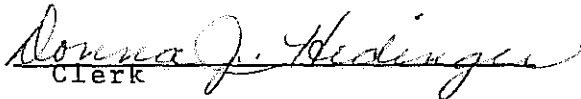
Approved:

8/26/80



John F. Whitney, President

Attest:



Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into at Springfield, Illinois on 10-27, 1980, by and between THE VILLAGE OF CHATHAM, through the President and Board of Trustees of The Village (Village) and GREENE AND ELLIOTT, LTD., Consulting Planners and Engineers, 1819 Stevenson Drive, Springfield, Illinois, (Planner), WITNESSETH:

WHEREAS, the Village is desirous of undertaking a revision of its land subdivision ordinance; and

WHEREAS, Planner, by and through its principal planning person, Bradley Taylor of Springfield, Illinois, represents that it is familiar, qualified, knowledgeable and experienced in the drafting, administering, operating, consulting, planning, and preparing of land subdivision ordinances and is capable of rendering satisfactory technical and professional consulting services pertaining thereto.

NOW THEREFORE, in consideration of the mutual promises of the parties herein contained, IT IS AGREED by and between the parties as follows:

I. Planner shall provide professional and technical services in accordance with the terms and conditions of this Agreement as follows:

1. Redraft of text of existing land subdivision ordinances of Village in accordance with current land planning studies of Village of Chatham and its environs.

2. Preparation of exemplary materials including but not limited to:

- a. pre-application sketches
- b. sample contents of preliminary subdivision plat
- c. sample contents of final plat of subdivision
- d. sample street cross sections
- e. sample compliance forms for completion by applicants and Village officers and consultants

3. Processing check lists prepared for use of reviewing bodies.

4. Typing and reproduction of text and diagram.

5. Attendance at meetings to review drafts and other elements of contract.

II. Planner shall conclude the work to be performed under this Agreement within ninety (90) days of the execution of this contract.

III. Village shall pay Planner, at the conclusion of work hereunder the following sums not to exceed the sum of \$2,635.00, as follows:

- a. \$1,590.00 for redraft of text of ordinances.
- b. \$380.00 for exemplary materials;
- c. \$240.00 for processing check lists;
- d. \$300.00 for document preparation and reproduction limited to 30 copies;
- e. \$75.00 for each meeting attended by Village officers or attorneys;

IV. General Provisions:

(a) Village shall make available to Planner all available pertinent public records of the Village relevant to the subjects of this Agreement during customary business hours of the Village.

(b) Planner shall be available at reasonable times and places to present its documents prepared pursuant to this Agreement and explain the contents thereof at meetings at the direction of the President and Board of Trustees of the Village.

(c) All documents, data, studies, memoranda, and reports shall be and remain the property of the Village. Planner shall make himself and such documents, work product and memoranda available for review and consultation to the Village or any elected official thereof upon reasonable notice during customary working hours. All documents and

reports required by this contract from Planner shall be of sufficient clarity to allow the Village to reproduce or publish clear and readable copies.

(d) All data, reports, exhibits and documents, as well as any formal presentations prepared by Planner, shall be reviewed and approved by the President and Board of Trustees before release to any other individual or to the general public.

(e) Planner acknowledges that this is deemed by the Village to be a contract for the personal services of Bradley Taylor and that the Village is induced to enter into this Agreement by the professional qualifications of Bradley Taylor and the representations of Planner that Bradley Taylor shall perform on behalf of Planner the work herein to be rendered hereunder and agrees that neither this Agreement nor any rights or obligations hereunder may be assigned by Planner in whole or in part, without prior written approval of the Village and that if Bradley Taylor ceases to be employed by Planner, this Agreement shall be terminable by Village upon notice thereof to Planner.

(f) Planner is an independent contractor and in providing its services hereunder, shall not represent to any third party that its authority is greater than that granted under the terms of this Agreement.

(g) Planner warrants and represents that such ordinance and materials when completed and enacted shall meet, satisfy and comply with all statutes, laws and specifications and be within parameters established and existing by the State of Illinois at the time of such enactment.

(h) This Agreement shall become effective upon its approval by the Board of Trustees of the Village of Chatham, and signature by the President, with attestation of the Clerk of the Village pursuant to such approval and upon execution by Planner.

ATTEST

GREENE AND ELLIOTT, LTD.

Bradley Taylor

By Joseph Z. Greene

ATTEST

VILLAGE OF CHATHAM

Donna J. Hedinger

By J. B. White