

ORDINANCE NO. 2573

JUL 02 2007

**AN ORDINANCE TO AUTHORIZE A CONTRACT FOR  
MARIA E. TODD TO SERVE AS AN  
ACCOUNTING/SYSTEMS CONVERSION SPECIALIST FOR  
THE CITY OF COLUMBIA, ILLINOIS AND TO APPROVE  
THE FORM AND TERMS OF THE CONTRACT**

  
City Clerk

WHEREAS, the City Council of the City of Columbia, Illinois (the "City"), has found and determined and does hereby declare that it is necessary and appropriate that the City hire an Accounting/Systems Conversion Specialist to, among other things, perform the day-to-day accounting operations of the City and assist with the conversion and subsequent implementation of the City's new accounting software, the same being a contract employee of the City rather than serving as an appointed City officer or at-will employee of the City;

WHEREAS, Maria E. Todd has agreed to accept contract employment with the City as the City's Accounting/Systems Conversion Specialist, on the terms and for the compensation set forth in the Contract attached hereto; and,

WHEREAS, the City Council has found and determined and does hereby declare that it is in the welfare and best interest of the City that it hire Maria E. Todd for the term and for the compensation set forth in the Contract attached hereto.

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 hereby authorizes and approves the contract employment of Maria E. Todd as the Accounting/Systems Conversion Specialist for the term and compensation set forth in the attached Contract and, further, does hereby approve of the form of said Contract and does hereby authorize and direct the Mayor to execute the same for and on behalf of the City, in as many counterparts as the Mayor shall determine; and does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

**Section 3.** All ordinances, resolutions or orders of the City in conflict herewith, to the extent of such conflict, are hereby rendered subordinate to this Ordinance and the Contract authorized by this Ordinance and shall be preempted by the Ordinance and Contract, including any provisions of the City's Personnel Code which may be inconsistent with the terms of the Contract which is by this Ordinance authorized and approved.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage, as provided by law.

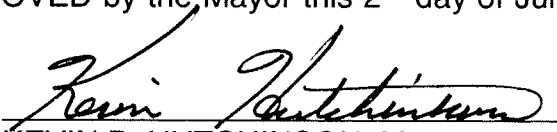
Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Hejna, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberkfell, Stumpf and Mayor Hutchinson.

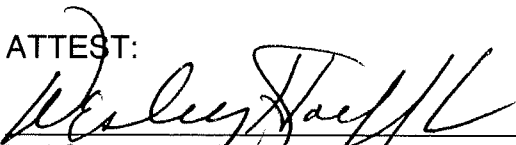
NAYS: None.

ABSENT: None.

PASSED by the City Council and APPROVED by the Mayor this 2<sup>nd</sup> day of July, 2007.

  
\_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**CONTRACT FOR ACCOUNTING/SYSTEMS CONVERSION  
SPECIALIST FOR THE CITY OF COLUMBIA, ILLINOIS**

This contract is made and entered into to take effect the 2nd day of July, 2007, by and between the CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois, ("City") and MARIA E. TODD, of 703 Southview, City of Rolla, County of Phelps and State of Missouri, ("Todd").

In consideration of the mutual covenants and promises of the parties hereinafter set forth in this agreement, the City and Todd covenant and agree as follows:

(1) **NATURE OF POSITION.** The City hires Todd as an Accounting/Systems Conversion Specialist to provide accounting services and assist with the conversion and subsequent implementation of the City's new accounting software.

(2) **DURATION.** The term of this agreement shall commence on July 23, 2007 and shall terminate on March 23, 2008; subject, however, to earlier termination for cause as provided in the Personnel Code of the City. However, the City may terminate this contract at any time during the term of this agreement at the City's sole discretion by first giving the thirty (30) days advance written notice of the termination of the agreement which notice shall state the intended termination date, and Todd may terminate this contract at any time during the term of this agreement at her sole discretion by first giving the sixty (60) days advance written notice of the termination of the agreement which notice shall state the intended termination date.

(3) **SALARY.** Todd's salary shall be Thirty-Eight Thousand Dollars annually, in bi-weekly installment payments in the sum of One Thousand Four Hundred Sixty-One Dollars and Fifty-Four Cents (\$1,461.54) each.

From time to time, Todd's workday schedule may need to be adjusted to accommodate an emergency situation. These situations may include, but are not limited to, weekend or holiday work. The employee will not receive over-time pay or compensatory time at an increased rate for work over forty (40) hours in a regular work week, but rather will accumulate compensatory time on an hour for hour basis. Todd will be paid for recognized City holidays.

(4) **SCHEDULE.** Todd's work schedule must ordinarily be approved in advance by the City Administrator. Unless otherwise arranged between the City Administrator and Todd, her hours of work are Monday through Thursday 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 11:30 a.m.

(5) **PERSONNEL CODE.** Todd shall be entitled to all of the fringe benefits and shall be subject to all of the obligations and requirements of the Personnel Code of the City as it now exists or shall be hereafter amended during the term of this agreement; except as otherwise provided in the next successive Section (6) of this

agreement regarding service benefits. To the extent this agreement may conflict with the Personnel Code, the terms of this agreement shall control.

(6) **SERVICE BENEFITS.** Todd declines and accordingly shall not receive the following benefits under the Personnel Code: (i) Hospital and medical insurance (Section 2.68.430), (ii) Life insurance (Section 2.68.440), (iii) Vision care (Section 2.68.050), and (iv) Vacations (Section 2.68.330). In lieu of these benefits, Todd shall will receive twenty (20) hours of compensatory time effective November 1, 2007.

(7) **NOTICE.** Any written notice required to be given by Todd to the City shall be deemed given when addressed as follows, to wit:

City Administrator  
Columbia City Hall  
208 S. Rapp Avenue  
Columbia, Illinois 62236

and deposited in the U.S. mail with required postage prepaid for first class mail or addressed to such other address as the City shall provide to her in writing (a copy of which changes of address shall be attached to this agreement) or by delivering the same personally to the City Administrator, Mayor, City Clerk or a deputy City Clerk.

Any written notice required to be given by the City to Todd shall be deemed given when addressed as follows, to wit:

Maria E. Todd  
703 Southview  
Rolla, Missouri 65401

and deposited in the U.S. mail with required postage prepaid for first class mail or addressed to such other address as she shall provide in writing to the City (a copy of which changes of address shall be attached to this agreement), or by delivering a copy of same personally to Todd.

(8) **ENTIRE AGREEMENT AND MODIFICATIONS.** The parties to this agreement stipulate and agree that this contract sets forth the full and complete understanding of the parties, and any prior agreements, understandings, discussions, or negotiations, whether oral or written, regarding the matters contained in this agreement are null and void and of no force or effect, except as are set forth in this employment contract. Any amendments to this agreement must be in writing, approved by the enactment of an appropriate ordinance of the City Council, signed by the employee and the City's Mayor and attested by the City's City Clerk.

THE CITY OF COLUMBIA, MONROE AND  
ST. CLAIR COUNTIES, ILLINOIS

BY: *Kevin Hutchinson*  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

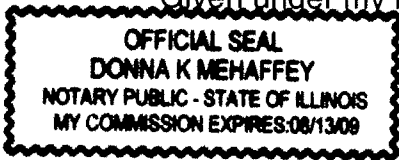
*Wesley J. Hoeffken*  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe and St. Clair Counties, Illinois, a municipal corporation, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document for the uses and purposes hereinabove set forth as their free and voluntary act and deed and as the free and voluntary act and deed of said City, pursuant to an enabling ordinance of said City duly enacted.

Given under my hand and notary seal, this 2<sup>nd</sup> day of July, 2007.



*Donna K. Mehafeey*  
Notary Public

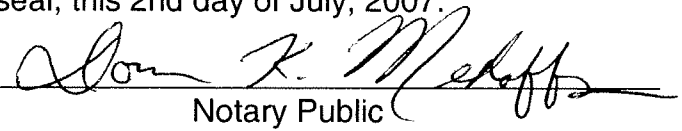
*Maria E. Todd*  
MARIA E. TODD

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that MARIA E. TODD, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, appeared before me in person this date and acknowledged that she signed and

delivered said document as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notary seal, this 2nd day of July, 2007.

  
Notary Public

