

21-O-17

AN ORDINANCE

**Amending City Code Title 7, Chapter 15,
“Board of Local Improvements”**

**NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS THAT:**

SECTION 1: City Code Title 7, Chapter 15, “Board of Local Improvements,” of the Evanston City Code of 2012, as amended, is hereby further amended to read as follows:

CHAPTER 15 - BOARD OF LOCAL IMPROVEMENTS

7-15-1. - ESTABLISHMENT; MEETINGS.

The Board of Local Improvements will meet at such times as it may determine, or upon call of the President, and has the powers and duties granted to it by 65 ILCS 5/9-2-1, et seq., as amended.

The Board of Local Improvements consists of six (6) members. The Director of the Public Works Agency is the President of the Board of Local Improvements. The other members of the Board are: the Bureau Chief of Infrastructure Maintenance, the Sewer Supervisor, the Superintendent of Special Assessments, the City Engineer, and the City Clerk.

7-15-2. - SUPERINTENDENT OF SPECIAL ASSESSMENTS.

- (A)** Creation. The Office of Superintendent of Special Assessments has charge and control of special assessments.
- (B)** Appointee to act as Superintendent of Special Assessments. The City Manager will appoint a person Superintendent of Special Assessments; provided, that if the designee is a City employee, no salary or compensation will be paid or allowed for Superintendent service in addition to the employee's salary.
- (C)** General duties. It is the duty of the Superintendent of Special Assessments to have charge of all proceedings relative to special assessments for public improvements, under the direction of the Board of Local Improvements, assigned to the Board of Local Improvements. The Superintendent must apportion or reapportion, when the court orders any changes, the cost of all special

assessments and prepare and cause to be filed all assessment rolls. The Superintendent will keep a docket of all assessments, condemnations and sidewalk proceedings and a record of related court proceedings. The Superintendent will also mail, post and publish all notices required by law relating to special assessments.

- (D) Duties in connection with the assessment rolls. The Superintendent of Special Assessments will prepare and keep at the Civic Center copies of all assessment rolls. Such copies will be prepared, inspected and verified by the Superintendent before the original assessment roll is filed in court.

7-15-3. - PUBLIC IMPROVEMENT BY SPECIAL ASSESSMENT.

All contracts for the making of public improvements to be paid wholly or in part by special assessment or special tax will be advertised and let in strict accordance with the provisions of 65 ILCS 5/9-2-1 et seq. All such contracts will contain provisions protecting the interests of the City, and in all cases bonds will be required from contractors as specified in 65 ILCS 5/9-2-1 et seq.

The Superintendent of Special Assessments will account for all Special Assessment activity in the Special Assessment Fund. Special Assessment payments shall be made by City residents either by paying to the City one (1) aggregate sum of their respective portion of the assessment or in ten (10) installments with an interest rate as determined by the Chief Financial Officer annual; Special Assessment payments shall then be deposited in the City's Special Assessment Fund, in accordance with 65 ILCS 9-2-1 et seq. All vendor payments will be made in accordance with the City of Evanston Purchasing Manual and the annual bid approval by the City Council.

All contracts to be paid wholly or in part by special assessment or special tax will contain covenants, in substance, to the effect that the contractor will have no claim or lien against or upon any property of the City in any event, except from the collection of the special assessment or special tax made for the work contracted for.; Furthermore, no liability will attach to the City, except for unreasonable delinquency in the collection of such special assessment or special tax and the payment of the contractor for the improvement specified in the contract.

7-15-4. - PROTECTION IN CONNECTION WITH STREET EXCAVATIONS; LIABILITY FOR INJURIES.

Whenever the Director of the Public Works Agency or the Board of Local Improvements permits any work or improvement requiring the digging up, use, or occupancy of any street, alley, highway or public ground of the City, there will be inserted in the contract for the same a provision requiring such contractor to place and maintain such barriers and lights as will effectually prevent the happening of any accident in consequence of such digging, use, or occupancy of any street, alley, highway or public grounds, for

which the City might be liable, and also such other covenants and conditions as experience may prove necessary to save the City harmless from damages.

There will be inserted in such contract a provision that the party contracting with the City shall be liable for all damages occasioned by the digging up, use or occupancy of such street, alley, highway or public grounds, or which may result therefrom or which may result from the carelessness of such contractor, his/her agents, employees or workmen, and bond to protect the City in this regard will be required.

7-15-5. - DEFAULT OF CONTRACTOR ON PUBLIC WORK.

In case the prosecution of any public work shall be suspended in consequence of the default of any contractor, the Director of the Public Works Agency may, with the approval of the City Manager, where the urgency of the case and the interests of the City require, employ workers to perform or complete any improvement ordered by the City Council.

7-15-6. - LIABILITY BONDS FOR CERTAIN WORK OR IMPROVEMENTS.

Whenever any work or improvement of sufficient hazard or magnitude to require a bond is let by contract to any person, the officers of the City will, in all cases, require bond from such person, with good and sufficient sureties in such amount as will not only be adequate to insure the performance of the work in the time and manner required in such contract, but will also indemnify the City and hold the City harmless against all liabilities, judgments, costs and expenses which may in anywise accrue against the City as a result of the granting of such contract, or which may in anywise result from the carelessness or neglect of such person, his agents, employees or workers. When notice has been given by the City of the pendency of any suit, the judgment therein will be conclusive evidence against such person and his/her sureties on such bond, not only as to the amount of damages but also as to his/her liability. The bond will be conditioned for the payment of all claims and demands whatsoever which may accrue to each and every one of the contractor's employees, or any assignee or subcontractor of such contractor, in or about the performance of the contract. In all cases, such bond will be executed in accord with 65 ILCS 5/11-39-3, before the letting of any contract where bonds are required to be taken.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect

without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4: The findings and recitals herein are declared to be prima facie evidence of the law of the City and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5: This Ordinance 21-O-17 shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

Introduced: _____, 2017

Approved:

Adopted: _____, 2017

_____, 2017

Elizabeth B. Tisdahl, Mayor

Attest:

Approved as to form:

Rodney Greene, City Clerk

W. Grant Farrar, Corporation Counsel