



REGULAR COUNCIL MEETING MONDAY, MAY 23, 2016
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor John McCabe</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA <i>ACTION: Motion to approve the meeting agenda.</i> VOTE REQUIRED		
5.0 APPROVAL OF MINUTES <i>ACTION: Motion to approve minutes of the Regular Council Meeting of May 9, 2016.</i> VOTE REQUIRED		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated May 6, 2016; Electrical Commission Minutes dated May 5, 2016; and Tourism Committee Minutes dated May 10, 2016.		5
7.2 Proclamation: American Cancer Society Relay For Life		
<i>ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.</i> VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Chamber of Commerce Transportation Committee Presentation		
8.2 Discussion Title 1, Chapter 8H Corporation Counsel		
9.0 NEW BUSINESS		

9.1 Contract with the Pekin Housing Authority for the Rehab Coordinator Position DESCRIPTION: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority from Community Development Block Grant allocation (CDBG). VOTE REQUIRED	PA	5
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION 5 ILCS 120/2 (c) (11.) Pending Litigation.		
12.0 ADJOURN NO VOTE REQUIRED		

Column 1 Key:

SN Sarah Newcomb Interim City Manager

PA Pamela Anderson Community Development Director

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
- 5 An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554
ON MONDAY, MAY 9, 2016 AT 5:30 O'CLOCK P.M.
JOHN MCCABE, MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, DUNN, GOLDEN, ORRICK, RITCHASON, ABEL, LUFT AND MCCABE

ABSENT: NONE

The Pledge of Allegiance was led by Mayor McCabe.

Roll was called and all Council Members were present. A quorum was declared.

AGENDA

Motion by Council Member Golden, seconded by Council Member Ritchason that the agenda be amended and then approved by removing under New Business 9.3 Renewal of Contract with the Pekin Housing Authority for the Rehab Coordinator Position; from Consent Agenda remove 7.2 Resolution No. 24-16/17 Annual Appointments 2016-2017 and 7.4 Midwest Computer Products, Inc. Proposal and place under New Business as new 9.3 and 9.4. On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

MINUTES

Motion by Council Member Luft, seconded by Council Member Orrick that the **minutes of the Regular City Council Meeting of April 25, 2016 be approved as written.** On roll call vote all present voted Aye.

PUBLIC INPUT

Bob Bramham spoke in opposition of approving additional expenses in the airport budget for the agreement before them. He felt the airport should be shut down if not in the black.

Ann Witzig questioned the expenses at the airport and voiced concern regarding some of the items found in the expenditure reports on line.

CONSENT AGENDA

Motion by Council Member Ritchason, seconded by Council Member Orrick that the **CONSENT AGENDA be approved as now presented.** The following was read and presented by Mayor McCabe for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Police Department February and March Reports; Electrical April Report; Tazewell County Animal Control April Report; and Liquor Commission Minutes dated April 28, 2016.				5
7.3 Proclamations:	"Municipal Clerks Week"	May 1-7, 2016		5
	"National Public Works Week"	May 15-21, 2016		

On roll call vote all present voted Aye.

NEW BUSINESS

Motion by Council Member Dunn, seconded by Council Member Orrick that the **DESIGN SERVICE AGREEMENT WITH HANSON ENGINEERING /IDOT C15-4446** for the project to replace taxiway lighting and associated electrical regulator in an amount not to exceed \$76,348.00, be approved. City Engineer Michael Guerra advised the Council that the useful life of the lighting per federal standards was 20 years and had far ben exceeded with some components dating to approximately 40 years. Emergency repair costs were between \$5,000 and \$10,000 in FY 15 when the airport decided to abandon further maintenance and instead plan and program this project with the FAA and the DOA. LED technologies would be utilized in the proposed replacement and would reduce electrical and maintenance costs. The agreement included

preliminary, design, and construction engineering and planning/special services engineering. The money would be programmed through IDOT's Division of Aeronautics Airport Improvement Program in which the City would be reimbursed 95% of the cost. Therefore the City's total cost was \$3,817.40. Airport Manager Clayton Stambaugh spoke to the Council Members in regards to the issues and concerns that were voiced in Public Input time when Ann Witzig addressed the Council with expenditures at the facility. Council Member Golden spoke in nonsupport of continued non-profitable expenses at a "honeycomb hideout" for a select few at the taxpayers' expense. He reminded the Council that accepting the funding extends the operation of the airport. Council Member Dunn applauded the proactive, long-term planning of staff and the City for a piece of infrastructure beneficial for our area and region. Council Member Luft spoke of his support to keep up the maintenance and that the 95% share made financial sense. Council Member Orrick requested that a comparison of Galesburg airport leases, rates, fees, and charges be prepared. On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay Golden. Motion Carried.

Motion by Council Member Orrick, seconded by Council Member Abel that the **REQUEST FOR PROPOSAL AND QUOTE FOR WEBSITE RE-DESIGN** in the amount of \$28,700.00 1st year with annual maintenance of \$5,900.00 thereafter from **REVIZE SOFTWARE SYSTEMS** be approved. Interim City Manager Sarah Newcomb presented the recommendation of the Technology Committee to accept the quote of Revize after discussing 6 proposals received. She advise the Council that the present website's aging design with content largely outdated was at issue. The current site map did not adequately serve the City's current services, makeshift locations had been added to offer Financial Transparency, E-pay and Springbrook, the GIS department mapping and Tourism were completely removed due to functionality issues, key features like "contact us" and search do not work consistently. The solution was a website development firm specializing in Government and Municipal websites. Additional advantages was their website design could integrate with social media, Accella, U-Stream and could build forms, notifications system and email blasts. Council Members generally discussed comparison of other municipalities, user friendliness, software updates, streaming and spoke in support of a better website. On roll call vote, all present voted Aye.

Motion by Council Member Golden seconded by Council Member Ritchason that **MIDWEST COMPUTER PRODUCTS, INC. PROPOSAL IN RESPONSE TO RFP FOR CITY COUNCIL CHAMBERS VIDEO PROJECTION, PRESENTATION AND BROADCAST EQUIPMENT UPGRADE** be received and filed for discussion. Council was advised the City received 1 response for the Chamber A/V upgrades. The mcp proposal was for \$90,758.22 to upgrade video recording, playback, projection of presentations and audio upgrades. Options offered to increase view ability in the chamber for both Council and attendees, control system that would allow initiation of presentations from designated positions such as the Mayor or Manager brought the total to \$122,825.11. Based on the limited budget availability and cost to viewer ratio the Technology Committee did not recommend moving forward at this time. Interim City Manager Sarah Newcomb questioned how important viewing Council meetings live was to them. She asked their opinion of options that may be cheaper such as streaming meetings to a web service like U-Stream. Council. Discussion followed with Council Members regarding the Capital Fund money and what funds would be available after the payments for Hecker Court, Parkway Drive, and 4th Street. Dave Hess of the Technology Committee addressed the questions of Council regarding the present camera issues and audio replay. He explained the quality lost in compressing 3-4 hour meetings, streaming verses live, and matters of good sound and good video. It was suggested by Council to involve the high school. Council Member Abel proposed that the video gaming revenue be earmarked to pay for upgrades.

RESOLUTION NO. 24-16/17 **ANNUAL APPOINTMENTS**

Motion by Council Member Golden, seconded by Council Member Ritchason that Resolution No. 24-16/17 be adopted. The resolution named persons appointed by the Mayor with consent of the Council to Committees, Boards, and Commissions for terms beginning with the new fiscal year. Council Member Golden noted an appointee and expressed his concern that it was an embarrassment to appoint an obvious Code violator. On roll call vote, Ayes, Orrick, Dunn, Abel, Ritchason and McCabe; Nays Golden and Luft. Motion Carried.

OTHER BUSINESS TO COME BEFORE THE COUNCIL

The public was given the opportunity to bring forward and issues, matters of concern, comments and questions. The following people addressed the Council:

Bob Bramham requested copy of final Budget not on the City website.

Jim Mangan suggested community survey be mailed.

Larry Wolfer concern with Wastewater Treatment Plant expenses and displeasure with increased wastewater fees.

Ann Witzig encouraged Council to consider removal of Corporation Counsel.

Council Members were given the opportunity to bring forward comments.

Council Member Orrick requested at June meeting to set a budget policy and to begin the next fiscal year budget in October. Status of RFP's for Recruitment Services - City Manager to be returned May 20, 2016.

Council Member Golden presented his correction to the City Code Title 1, Chapter 8H Corporation Counsel and requested it be discussed at the next meeting and redefined in ordinance form for Business item the following meeting. Voiced his displeasure that the issue of the dumpster at 14th and Willow Street was not being enforced as a code violation. The property was zoned business and it is not a construction site.

Council Member Dunn was advised when questioning the status of the efficiency study that the Council Members had conducted their interviews, some employees were interviewed, and questionnaires had been sent to all employees for their responses.

Council Member expressed that it was disturbing to receive a FOIA request for all of his emails.

Council Member Abel asked the staff to correct the public's statements that the City owned large amounts of property in the City of Pekin.

Mayor McCabe noted several special recognitions for National Honor Society students, winner in the Congressional Art Contest, activities at the Performing Arts Studio, Comcast interaction with Boys and Girls Club, TAPS Wine and Dine fundraiser.

He distributed options that had been presented to the Liquor Commission in regards to controlling the number of gaming establishments. He asked for council Members to respond to him with their input.

No further business to come before the Council, motion by Council Member Ritchason, seconded by Council Member Orrick, that Council adjourn. Motion carried viva voce. Mayor McCabe adjourned the meeting.

COUNCIL ADJOURNED AT 8:20 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
MAY 6, 2016 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM

PRESENT: Kurt Nelson, Sarah Newcomb, John Dossey, Bob Shaw, Will Taylor.

Also present: Bill Scarcliff, Lee Ann Wrhel.

The meeting was called to order at 8:30 a.m.

Motion by Sarah to approve the agenda, seconded by John. All in favor.

Motion by John to approve the April 1, 2016 meeting minutes, seconded by Sarah. All in favor.

Old Business:

1. Flashing Beacon Lighting – Broadway Rd. @ 20th St. - Update

Mike was unable to attend this meeting. He has been in contact with the Pekin Park District, PCHS District #303, and Pekin Housing Authority seeking their participation in the cost of this lighting. Pekin Park District will participate in the cost. Pekin Housing Authority is unable to due to HUD regulations. He is waiting on a response from PCHS District #303. The lighting will flash when activated. This item will be placed on the next agenda for an update.

New Business:

1. Traffic Speed – Upper Willow St.

This request was made by Martha Woelfle (347-4773), 2432 Willow St. A speed monitoring device has been placed in that location. The traffic unit has also been there to monitor traffic. At this time, out of 1300 vehicles that were tracked by the monitoring device, there were no vehicles traveling over 35 mph in that location. The monitoring device will stay in this location for another week to continue monitoring traffic. This will be reviewed again at the next meeting. After the meeting, Mrs. Woelfle was contacted to let her know the status of her request.

2. Blind Driveway Request – 1400 Block of Sheridan Rd.

This request was made by Leroy Taylor (347-4369), 1406 Sheridan Rd., Apt. 5. which is located behind the house at 1404 Sheridan Rd. He is concerned about vehicles traveling on Sheridan Rd. not stopping when he is attempting to turn into the driveway. Accident history was reviewed for this location. There have been no other reported accidents in this location since January, 2015. After review of this request, Will made a motion to leave the area as is. Bill seconded the motion. All in favor. The citizen will be notified of the action taken by the committee.

Around the Table

Kurt and John have spoken with the owner of Ernie's Restaurant on Derby St. and informed him that in order to protect the crosswalk at Derby St. and S. 7th St. and to open up visibility of the intersection, the restaurant will lose 2 parking spaces on S. 7th St. beside the restaurant and 2 parking spaces on Derby St. in front of the restaurant. Traffic enforcement will be stepped up in this location and the flashing stop signs at Derby St. and S. 10th St. will be moved to this intersection for increased awareness.

Bob reported that painting of the pedestrian crosswalks in the downtown area is scheduled to begin next week, weather permitting. The bus stop area will be the first area to be painted.

Will noted that visibility is impaired when looking east from N. 6th St. @ Ann Eliza St. because of trees that are on the city right of way in that location.

There has been a concern from a resident on Fahnders Dr. regarding vehicles using this location as a cut-through. It was noted that the driveway is on private property.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING JUNE 3, 2016 @ 8:30 A.M.

Electrical Commission Minutes

May 5, 2016

Present at meeting Mr. Brian Larson, Mr. Brett Crist, Mr. Harold Lard, Mr. Mike Fisher, and Mr. Brian Erps.

Mr. Erps introduced himself as the New Electrical Inspector, and Mr. Larson, and Mr. Crist as the New Commission Members.

Mr. Tim Fulton was taken off the agenda due to a conflicting schedule. He asked to be considered for a future meeting.

Individual interviews were held with Mr. Ryan Buchanan, and Mr. Robert J. Gunther about their resumes and applications for Electrical Contractors License with the City of Pekin. After the interview of Mr. Ryan Buchanan it was determined that he did not meet the proper qualifications to be tested for the Electrical Contractors License. Mr. Robert J. Gunther was found to have the proper qualifications to be tested. Mr. Erps will contact the applicants and inform them about the decisions. He will also set up testing for Mr. Gunther with the International Code Council for the exam.

Next Scheduled meeting will be August 4, 2016

Submitted,

Brian Erps

Electrical Inspector

City of Pekin



**Enjoy Pekin – Tourism Committee
Tuesday May 10th, City Hall – 4:00pm**

MINUTES

Present: Emily, Sarah, Bill Fleming

Absent: Renna, Kaci, Lelonie and Mayor McCabe

Review of grant applications and email approval due to a few members unavailable to attend. All grants were approved.

1.0 Tourism Grant applications

1.1 Pekin United Way Mystery Dinner Event: Members voted Aye to approve the grant in the amount of \$1000.00.

1.2 Pekin Pilots – Wings and Wheels Event: Members voted Aye to approve the grant in the amount of \$1,450.00.

1.3 Pekin Park District Foundation – Run a Muck event: Members voted Aye to approve the grant in the amount of \$583.33.

2.0 Tourism activities

2.1 Ledgestone Disc Golf Tournament updates: No updates

2.2 Diversity Festival, Sat May 14th: On schedule; flags are already up and look good.

2.3 Pekin Community Tourism Forum update

2.3.1 Next meeting Thursday May 12th at McCritters: Bill and Renna will be attending this meeting.

2.4 Community Events: Diversity Festival, May 14th, Craft Soda Festival, June 11th, hours 10am to 7pm. Wings and Wheels is scheduled for June 18th out at the Pekin Airport, hours 7am to 3pm.

3.0 Advertisements/Public Relations

3.1 Downtown Art – mural project: City Council approved at the April 25th Council meeting. 3 building owners are interested so far.

3.2 LivePekin initiative – LiveGP site Pekin information: Leigh Ann and Bill meet with some HR professionals a few weeks ago on the LivePekin initiative. Still working on getting businesses involved with sponsorships so we can get the 1 to 2 minute videos out there. It was suggested we focus more on our schools. Would like to get someone to take over this project; a few names were mentioned to contact.

4.0 Tourism project planning/budget

4.1 BikePekin

- 4.1.1 BikePekin Forum updates: The Sunday bike ride went well. Bike Trail still being looked at to extend to Griffin Ave., by the Avanti's Dome. Dan Newcomb with the City is working on a model to show what the trail in that area would look like.
- 4.1.2 Bike Racks & Pedestrian crossings: No updates

5 Other business

- PACVB updates: Mardi Gras in May, May 14th on Water Street, kick-off at 10am and ending at 10pm.
- Scenic Byway updates: Sponsorship of \$5,000 will be on May 23rd Council Meeting.
- Enjoy Pekin/Chamber updates: Chamber looking at taking over the Enjoy Pekin website and Facebook page.
- Pekin Main Street: Last event will be the Super Cruise in July. There will not be a Farmer's Market either.
- Speak Easy is looking to have an Art Market every 3rd Thursday on the Court House lawn.

Next meeting – Tuesday June 14th at 4:00, Pekin City Hall

* shall have an effective date
of 1/1/2017

CHAPTER 8H

CORPORATION COUNSEL

SECTION:

1-8H-1: Creation of Division, Legal Division

1-8H-2: Establishment; Appointment; Compensation

1-8H-3: Legal Advice Rendered by

1-8H-4: Suits and Actions

1-8H-5: Ordinances and Documents

1-8H-6: Judgments

1-8H-7: Additional Counsel

1-8H-8: Other Powers and Duties

1-8H-9: Assistant Corporation Counsel

(ORD. NO. 2393 10/25/04)

Where these?
are these?
Under 1-8H-3 A-F

1-8H-1: CREATION OF DIVISION, LEGAL DIVISION: There is hereby established a Legal Division. Such Legal Division shall be under the supervision of the City Manager. ~~The Legal Division shall consist of the Corporation Counsel, any Assistant Corporation Counsel, and such other positions as may be approved from time to time by the City Council.~~ →

1-8H-2: ESTABLISHMENT; APPOINTMENT; COMPENSATION:

A. Position Established: The position of Corporation Counsel is hereby established.

B. Appointment: The City Manager may retain or hire an attorney to serve as Corporation Counsel and advise the City and serve as legal advisor and attorney for the City.

C. Bond: Before entering upon the duties of office, the Corporation Counsel shall execute a bond in such amount and with such sureties as ~~may be~~ approved by the City Council.

D. Oath: Before entering upon the duties of office, the Corporation Counsel shall swear or affirm the oath required by statute.

E. Compensation: The Corporation Counsel shall be paid a reasonable compensation for all services performed for the City, or, at the direction of the City Manager, when such services are in connection with appeals to appellate or supreme court in cases to which the City is a party; special assessment proceedings; services in connection with construction of buildings or other public improvements; or in connection with the issuance of revenue or general obligation bonds. Provided, however, that no extra compensation shall be paid unless such special work has been specifically authorized by the City Council ~~or the City Manager.~~

1-8H-3: DUTIES: - Doesn't match "Section"

A. The Corporation Counsel shall be the legal advisor of the City, and shall render advice on all legal questions affecting the City, whenever requested to do so by any City official. Upon request by the Mayor, ~~the Council or the City Manager~~, he or she shall reduce any such opinion to writing.
a Council Member

B. The Corporation Counsel shall prosecute or defend ~~any and~~ all suits or actions at law or equity to which the City may be a party, or in which it may be interested, or which may be brought against or by any ~~officer~~ of the City on behalf of the City, or in the capacity of such person as an ~~officer~~ of the City.
and shall

C. The Corporation Counsel or his or her designee is authorized to file suit to collect ~~any monies due and owing the City which are past due, upon notification by the Director of Finance.~~ *all*

D. It shall be the duty of the Corporation Counsel to draft or supervise the ~~phraseology~~ of any contract, lease or other document or instrument to which the City may be a party and, upon request by the Council or the City Manager, to draft ordinances covering ~~any~~ subjects within the power of the City.
enforce

E. It shall be the duty of the Corporation Counsel to ~~see to the enforcement of~~ all judgments or decrees rendered or entered in favor of the City, and of all similar interlocutory orders.

F. The Corporation Counsel shall have such other powers and duties as may be prescribed by law. →

~~1-8H-9: ASSISTANT CORPORATION COUNSEL:~~

Delete

1-8 H-1 The Legal Division shall consist of a full time, in-house ^{City Attorney} ~~positions~~ and shall not be contracted out without an ordinance revision by City Council. The Legal Division can seek out consultants on a case by case basis for specialty work provided the City Council approves expenditures over \$5,000. The City Attorney shall be licensed to practice in the State of IL and need not be a resident of the City when appointed. Residency within City limits shall occur within 1 year of employment.

→ and shall be responsible for providing ^{timely} progress reports on such actions to the City Manager.

→ ~~and~~ ^{or} established by City ordinance.

F. The Corporation Counsel shall have such other powers and duties as may be prescribed by law. *and approved by City Council.*

CHAPTER 8H

CORPORATION COUNSEL

SECTION:

- 1-8H-1: Creation of Division, Legal Division
- 1-8H-2: Establishment; Appointment; Compensation
- 1-8H-3: Legal Advice Rendered by
- 1-8H-4: Suits and Actions
- 1-8H-5: Ordinances and Documents
- 1-8H-6: Judgments
- 1-8H-7: Additional Counsel
- 1-8H-8: Other Powers and Duties
- 1-8H-9: Assistant Corporation Counsel

(ORD. NO. 2393 10/25/04)

1-8H-1: CREATION OF DIVISION, LEGAL DIVISION: There is hereby established a Legal Division. Such Legal Division shall be under the supervision of the City Manager. The Legal Division shall consist of the Corporation Counsel, any Assistant Corporation Counsel, and such other positions as may be approved from time to time by the City Council.

1-8H-2: ESTABLISHMENT; APPOINTMENT; COMPENSATION:

- A. Position Established: The position of Corporation Counsel is hereby established.
- B. Appointment: The City Manager may retain or hire an attorney to serve as Corporation Counsel and advise the City and serve as legal advisor and attorney for the City.
- C. Bond: Before entering upon the duties of office, the Corporation Counsel shall execute a bond in such amount and with such sureties as may be approved by the City Council.
- D. Oath: Before entering upon the duties of office, the Corporation Counsel shall swear or affirm the oath required by statute.
- E. Compensation: The Corporation Counsel shall be paid a reasonable compensation for all services performed for the City, or, at the direction of the City Manager, when such services are in connection with appeals to appellate or supreme court in cases to which the City is a party; special assessment proceedings; services in connection with construction of buildings or other public improvements; or in connection with the issuance of revenue or general obligation bonds. Provided, however, that no extra compensation shall be paid unless such special work has been specifically authorized by the City Council or the City Manager.

1-8H-3: DUTIES:

- A. The Corporation Counsel shall be the legal advisor of the City, and shall render advice on all legal questions affecting the City, whenever requested to do so by any City official. Upon request by the Mayor, the Council or the City Manager, he or she shall reduce any such opinion to writing.
- B. The Corporation Counsel shall prosecute or defend any and all suits or actions at law or equity to which the City may be a party, or in which it may be interested, or which may be brought against or by any officer of the City on behalf of the City, or in the capacity of such person as an officer of the City.
- C. The Corporation Counsel or his or her designee is authorized to file suit to collect any monies due and owing the City which are past due upon notification by the Director of Finance.
- D. It shall be the duty of the Corporation Counsel to draft or supervise the phraseology of any contract, lease or other document or instrument to which the City may be a party and, upon request by the Council or the City Manager, to draft ordinances covering any subjects within the power of the City.
- E. It shall be the duty of the Corporation Counsel to see to the enforcement of all judgments or decrees rendered or entered in favor of the City, and of all similar interlocutory orders.
- F. The Corporation Counsel shall have such other powers and duties as may be prescribed by law.

1-8H-9: ASSISTANT CORPORATION COUNSEL:

- A. Establishment; Appointment: There is hereby established the office of Assistant Corporation Counsel for the City of Pekin, Illinois. The Assistant Corporation Counsel shall be appointed by the City Manager with the advice of the Corporation Counsel.
- B. Number: Nothing herein shall be construed as to limit the number of assistants to the Corporation Counsel to one in number, but such other assistants may be appointed in the manner provided in subsection A hereinabove.
- C. Duties: The duties of said Assistant Corporation Counsel shall be as directed from time to time by the Corporation Counsel.
- D. Acting Corporation Counsel: The Assistant Corporation Counsel shall act as Corporation Counsel in the absence of the Corporation Counsel.



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney, City Manager, Assistant City Manager

From: Pamela Anderson, Community Development Director

AGENDA ITEM: Renewal of contract with the Pekin Housing Authority for the Rehab Coordinator position.

AGENDA DATE REQUESTED: May 23, 2016

ACTION REQUESTED: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority.

DESCRIPTION: This is a one (1) year renewal contract for the CDBG Rehab Coordinator position with the Pekin Housing Authority. The City of Pekin has participated with the Pekin Housing Authority for the last ten years. This contract is from May 1, 2016 to April 30, 2017.

FINANCIAL IMPACT: The expense of the contract is \$2,791.67 a month, which is budgeted within the current fiscal year CDBG allocation (\$33,500 annually).

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The City of Pekin will enter into a contract with the Pekin Housing Authority.

IMPACT IF DENIED: The City of Pekin will renegotiate with the Pekin Housing Authority concerning the Rehab Coordinator position.

ALTERNATIVES: The City could hire a part-time employee for the rehab program duties.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director: *Pamela Anderson* 5-17-16

Finance Department (Certification of Availability of Funds)

Corporation Counsel:

City Manager:

Date:

Shirley Newb 5/17/16

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of the first day of May, 2016, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and the Housing Authority of the City of Pekin ("Consultant") having an office at 1901 Broadway Road in Pekin, Illinois.

Article 1 Statement of Work

Consultant shall render to Pekin the services described in Exhibit A, attached hereto and made a part hereof.

Consultant shall perform such services with all due diligence and within time frames established by HUD guidelines. The services shall be performed in a professional and businesslike manner in accordance with recognized professional standards and shall be in accordance with such requirements or restrictions as may be lawfully imposed by any governmental authority. The services shall be completed to Pekin's satisfaction. Pekin and Consultant agree to all of the terms and provisions of the Exhibit attached hereto, which is considered part of this Contract.

Article 2 Contract Price

Upon submission of invoices by Consultant as required herein, Pekin shall pay Consultant for the performance of this Contract at a rate of \$ 2,791.67 per month (\$ 33,500 annually).

The scheduled payments include the cost of all labor, equipment, and materials required to complete the services described in Exhibit A, and all federal, state and local taxes, charges and excises applicable to the services. There is no minimum that Pekin is required to pay under this Contract.

Article 3 Billing and Payment

Consultant shall submit invoices for all services performed under this Contract. Invoices against this Contract shall indicate the services performed for which billing is rendered, shall separately identify any taxes

included in the contract price, shall include Consultant's tax identification number, shall specifically identify this Contract, and shall be submitted in duplicate to Pekin at its address listed above, attention Pamela Anderson, Community Development Director. Payment shall be rendered within thirty (30) days of invoicing and/or acceptance or approval by Pekin of reports, drawings, change orders, and inspections. Final payment shall be made upon completion to Pekin's satisfaction of the services.

Article 4 Duration

This Contract applies to all work performed by Consultant which is described in Exhibit A, and shall terminate on whichever is earlier of April 30, 2017, or the date as of which Pekin notifies Consultant in writing that its services under this contract have been completed.

This Contract may be terminated by Pekin for its convenience at any time in whole or in part. In the event of any such termination, Consultant shall be entitled to payment for services rendered prior to the effective date of termination, and in the event payments made by Pekin to Consultant exceed reasonable compensation for services rendered prior to the effective date of termination, Consultant shall refund to Pekin the difference between the amount paid and the amount of reasonable compensation.

Article 5 Representatives

The Contract Representatives of the parties are identified below. The parties may designate another representative in writing from time to time.

Consultant's Representative is:

Dennis D. Green
Executive Director
1901 Broadway Road
Pekin, IL 61554
Telephone (309) 346-7996
Fax (309) 346-7457

Pekin's Representative is:

Sarah Newcomb
Interim City Manager
111 S. Capitol
Pekin, IL 61554
Telephone (309) 477-2300
Fax (309) 346-2095

Article 6

Title to Material

All right, title and interest in and to all work and work products developed or produced under this Contract whether in the form of reports, charts, outlines, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, and all right, title and interest in patents, copyrights, trade secrets, trademarks and other intellectual property derived from such work and work products are hereby assigned by Consultant to Pekin. All work and work products prepared for Pekin under this Contract shall be delivered to Pekin as required herein or on termination or completion of this Contract, whichever is earlier, unless Consultant is requested in writing to do otherwise. Consultant agrees, upon request of Pekin, to require any of its personnel developing or producing work or work products under this Contract to execute an assignment of same to Pekin in a form provided by Pekin. All such work and work products prepared for Pekin under this Contract shall be considered "work made for hire" to the extent allowed by law.

Article 7

Confidential Information

Any plans, reports, outlines, specifications, drawing, sketches, models, samples, data, computer programs, work, work product, documentation, or other technical or business information ("Information") furnished or disclosed by Pekin to Consultant hereunder or that Consultant becomes aware of in connection with rendering services hereunder is the property of and shall be deemed confidential to Pekin and shall be returned to Pekin at the conclusion of this Contract, or shall be destroyed if Pekin shall so direct in writing. Unless such information was previously known to Consultant free of any obligation to keep it confidential or is subsequently or was previously made public by Pekin or by a third party having legal right to make such disclosure, it shall be held in confidence by Consultant and shall be used by Consultant for the purposes hereunder. Consultant shall obligate each of its employees, agents and subcontractors to keep such Information confidential in accordance with the foregoing requirements.

Article 8

Consultant's Information

No information furnished or disclosed by Consultant to Pekin under this Contract or in contemplation thereof shall be considered by Consultant to be confidential or proprietary information of any person other than Pekin.

Article 9

Relationship

Consultant shall exercise full control and direction over the employees of Consultant performing the services covered by this Contract. Any changes in personnel that may be reasonably requested by Pekin through its Representative, whether relating to the number of employees assigned to the work or the acceptability of particular employees, shall be made as soon as possible.

Neither Consultant nor its employees or agents shall be deemed to be Pekin's employees or agents. Consultant is an independent contractor for all purposes and at all times and is wholly responsible for the withholding and payment of all federal, state and local income and payroll taxes with respect to its employees, including contributions from them as required by law.

Article 10

Indemnity

TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND, AND SAVE PEKIN AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARISE OUT OF OR RESULT FROM INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY WHICH MAY, OR BE ALLEGED TO, IN ANY WAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT. CONSULTANT'S OBLIGATION TO INDEMNIFY, DEFEND AND SAVE HARMLESS INCLUDES FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES ARISING OR RESULTING, OR ALLEGED TO ARISE OR RESULT, FROM ANY MANNER OR COMPARATIVE, JOINT OR CONCURRENT NEGLIGENCE OF PEKIN, BUT DOES NOT INCLUDE

THOSE RESULTING FROM PEKIN'S WILLFUL MISCONDUCT OR
SOLE NEGLIGENCE.

Article 11

Insurance

Prior to the commencement of work under this Contract, Consultant shall have, and shall maintain during the terms of this Contract (1) Comprehensive General Liability (CGL) insurance including Personal Injury, Blanket Contractual, and Broad Form Property Damage with limit of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence, (2) Professional Liability Insurance with a limit of at least \$250,000 for each occurrence, (3) Worker's Compensation insurance as prescribed by the law of the state in which the work is being performed including employers' liability coverage with limits of at least \$500,000 each accident, and (4) Comprehensive Automobile Liability coverage if use of vehicles is required in the performance of the work with a limit of \$1,000,000 combined single limit for bodily injury and property damage each occurrence. The above insurance will designate Pekin as an additional insured and shall contain a standard cross-liability clause setting forth that Pekin, as an additional insured, will be treated as though a completely separate policy of insurance had been issued to Pekin. Consultant agrees that Consultant's insurer(s) and anyone claiming by, through, under or in Consultant's behalf shall have no claim, right of action or right of subrogation against Pekin based on any loss or liability insured against under the foregoing insurance. Consultant shall furnish, prior to the start of work, certificates of the foregoing insurance satisfactory to Pekin's Representative which shall contain a clause stating that Pekin is to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy. The coverage provided by Consultant shall be primary and any other insurance of Pekin is excess and non-contributory. Certificates of CGL insurance shall also set forth in full the cross-liability clause. Pekin shall not be required to make any payments under this Contract prior to receipt of such certificates of insurance.

Article 12

Records

Records supporting all of Consultant's invoices, including charges for labor, equipment, materials, and other disbursements, shall be kept on a

generally accepted accounting basis, and shall be available to Pekin or its Representative during normal business hours for a period of five years after final payment has been made by Pekin or for a period of five years after final adjustment of payments following termination as otherwise provided herein, whichever is later.

Article 13

Assignment and Subcontracting

This Contract is for personal services and may not be delegated or assigned by Consultant. Any purported delegation of duties or assignment of rights by Consultant under this Contract is void. Consultant shall not subcontract any part of the work without the prior written consent of Pekin. Any such approved subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. All work performed by a subcontractor shall be deemed work performed by Consultant.

Article 14

Compliance with Law

Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws and regulations applicable to the services provided hereunder and to Consultant as an employer of labor or otherwise. Consultant shall further comply with all rules and regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

Article 15

Safety and Health

Consultant shall be responsible for the safety of the services performed under this Contract. In discharging that responsibility, it shall comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and any other federal, state, or local act or other requirement of the law affecting safety and health. Consultant shall insure that any of its personnel that enter the premises of Pekin comply with all applicable rules and regulations, security regulations and procedures, and governmental security laws and regulations.

Article 16

Written Notice

Unless otherwise provided herein, whenever notice or consent is required to be given by the terms of this Contract, it shall be in writing and shall be given to the Representatives designated under this Contract.

Article 17

Waiver

The failure of either party at any time to enforce any option, right, privilege or remedy under the terms of this Contract with respect to any breach or failure by the other party shall not be construed as a waiver of the same or any other option, right, privilege or remedy with respect to any other breach or failure by the other party.

Article 18

Severability

If one or more of the provisions of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Contract, but this Contract shall then be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly. However, to the extent Article 10 would be invalid, unenforceable, void or voidable insofar as it obliges Consultant to indemnify and save harmless Pekin from its own negligence, then that Article shall be read as requiring the maximum level or type of indemnification and saving harmless (particularly with respect to Consultant's own negligence) that is permitted by applicable law.

Article 19

Survival of Obligation

The obligations of the parties under this Contract that by their nature continue beyond the expiration of this Contract shall survive any termination or cancellation of this Contract.

Article 20
Choice of Law and Venue

The construction, interpretation and performance of this Contract shall be governed by the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, Illinois, and Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of, or in connection with or by reason of this Agreement.

Article 21
Captions

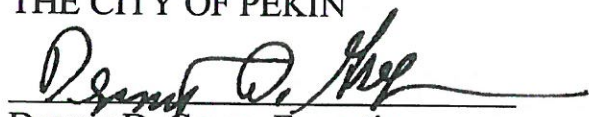
The captions in this Contract are included only as a matter of convenience and shall not be construed to define, limit, enlarge or described any of the provisions contained in this Contract.

Article 22
Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and shall not be modified or rescinded except by a writing signed by both parties. This Contract supersedes all contemporaneous oral agreements and all prior oral and written quotations, proposals, representations, communications, agreements and understandings of the parties with respect to the subject matter of this Contract.

IN WITNESS WHEREOF, Consultant and Pekin have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF
THE CITY OF PEKIN


Dennis D. Green, Executive
Director

CITY OF PEKIN, an Illinois
municipal corporation

Signature

Sara Newcomb, InterimCity
Manager

Position Title: Modernization/Housing Rehabilitation Coordinator

Job Description:

This position inspects and evaluates the agency's physical property, recommends improvements, and provides assistance in managing the Capital Fund Program and individual work projects. This position is a full-time employee of the Housing Authority and is contracted out part-time to the City of Pekin to work on its single-family home rehabilitation program. Work is performed in accordance with standardized procedures or prior instructions.

Reports To:

Executive Director of Pekin Housing Authority. Work is reviewed while in progress and for accuracy and compliance with instructions upon completion.

Primary Functions as Modernization Coordinator:

1. Perform annual inspections of all dwelling units, common areas, buildings, and sites for all Housing Authority properties to determine needs for short-term repairs and modernization projects.
2. Serve as the Housing Authority's representative with architects, engineers, and contractors working on modernization projects.
3. Coordinate environmental review with the City of Pekin for specific work projects to secure the release of funds. Submit the completed environmental review to the Executive Director.
4. Participate in evaluating Architect/Engineering (A/E) firms for recommendation to the Board.
5. Recommend a scope of work for specific projects.
6. Prepare specifications for work projects performed without an A/E firm.
7. Assist A/E professionals in preparing specifications to assure that specifications reflect the Housing Authority's needs and intentions.
8. Recommend a bidder's list of qualified contractors to be invited to bid on specific work projects.
9. Conduct the pre-bid meeting for specific work projects.
10. Participate in the public bid opening.
11. Secure bids for work items that are not procured by the sealed bid method due to size of the project (i.e. – tree trimming and sidewalk repair/replacement).
12. Serve as inspector preparing a daily inspection report while work is being performed under contract. File reports with the Clerk of the Works in a timely manner.
13. Serve as the Housing Authority's representative reviewing requests for contract modifications and making recommendations to the Contracting Officer.

Position Title: Modernization/Housing Rehabilitation Coordinator

14. Perform punch list inspection when work projects have been completed.
Make sure punch list items have been completed.
15. Perform 11-month warranty inspection of completed work. Address any findings with contractors prior to the warranty expiration date.
16. Assist the Administrative Assistant in closing out the contract.
17. Attend training sessions and learn new procedures as required.
18. Perform other related duties as required.

Qualifications and Experience:

1. Must have a valid Illinois drivers' license and proof of insurance.
2. Must have own transportation.
3. Ability to read signs and follow oral and written instructions.
4. Able to relate well with tenants, management, staff, and public.

Physical Requirements:

1. Must be in good physical condition to inspect properties and visit construction sites.
2. May be required to work under hazardous and adverse conditions such as sleet, snow, heat, cold, dust, dirt, cramped quarters, and high places.

Environmental Requirements:

1. Must be able to work in an office setting and on construction sites or in private residences.

Primary Functions as Housing Rehabilitation Coordinator:

The purpose of this position is to work with the Intake Specialist to coordinate the housing rehabilitation project applications/activities, and monitor housing rehabilitation projects for compliance with terms, contracts, & federal regulations. The work is performed under the direction of the Director of Community Development ~~Coordinator~~. ^{pk} 5-17-16

Reports To: Community Development Director at the City of Pekin

1. Initial and clearance house inspections for CDBG Rehab programs, then take the inspection form and use a computerized spec program for a work write up. Before and after pictures needed. Compiles all work write-ups following first inspection.
2. Verifies that permits for work are acquired and schedules final walk-through with appropriate Inspectors and Contractor.
3. Attends & leads pre-construction conferences.

Position Title: Modernization/Housing Rehabilitation Coordinator

4. Monitors work during rehabilitation for compliance with rehabilitation program. Completes progress reports.
5. Ability to moderate conflicts with contractors and homeowners.
6. Supervises contractor work for compliance with construction contract. Request appropriate forms from Intake Specialist to have homeowner and contractor sign. Requests invoices from contractors and then submits invoices/completed files to Intake Specialist.
7. Ability to maintain confidentiality.
8. Assures compliance with general safety standards.
9. Plans work projects. Develops/drafts blueprints/floor plans.
10. Receives and responds to complaints and questions by telephone and in-person.
11. Perform other related duties as required.

Qualifications and Experience:

1. HUD/CDBG background and understanding.
2. Lead inspection and testing experience.
3. High school diploma or equivalent, vocation/technical training in construction techniques and management; five years construction/contractor experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
4. Must have a valid Illinois drivers' license and proof of insurance.
5. Interpersonal skills for working with low-income/disadvantaged persons and contractors.
6. Certification/Illinois State License for Lead Assessor to perform required lead testing on rehabilitation projects (initial and clearance).
7. Read Sid wells, maps and plats.
8. Familiar with the 2006 International Building Codes, computerized specification writing program, and computer programs (Microsoft Word, Excel and Outlook).

Physical & Mental Abilities Required to Perform Essential Job Functions:

1. Language Ability and Interpersonal Communication.
 - a. Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
 - b. Ability to utilize a variety of advisory and design data and information such as architectural drawings, plats, contract documents, specifications, code complaints, billing invoices, billing statements,

Position Title: Modernization/Housing Rehabilitation Coordinator

meeting minutes/agenda, codes, maps and non-routine correspondence.

- c. Ability to communicate orally and in writing with customers, attorneys, contractors, architects, engineers, and builders.
- 2. Mathematical Ability
 - a. Ability to calculate percentages, fractions, decimals, volumes, area, ratios, and spatial relationships. Ability to interpret basic descriptive statistical reports.
- 3. Judgment and Situational Reasoning Ability
 - a. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
 - b. Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and / or judgmental criteria.

Physical Requirements:

- 1. Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, typewriter, computer terminal, telephone, calculator and tape measure.
- 2. Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling and lifting.
- 3. Ability to recognize and identify degrees of similarities or differences between characteristics of shapes associated with job-related objects, materials and tasks.

Environmental Requirements:

- 1. Ability to work under moderately safe and comfortable conditions.