

# Council Meeting for January 11, 2021



**ATTENTION**

Due to the closure of City Hall to the general public, the city is working on a solution that will allow live broadcasting of City Council meetings to our residents. Starting Monday, August 31<sup>st</sup> go to the city’s **Facebook** page to watch the city council meeting at <https://www.facebook.com/QuincyILGovernment> The City Council meeting rebroadcast is also available on the city’s website, Adams channel 19 or Comcast channel 15 within 24 hours of the meeting.

**Requests to Speak**

In lieu of a Request to Speak, any comments regarding a city council agenda item will need to be sent as an email with contact information to [cityclerk@quincyil.gov](mailto:cityclerk@quincyil.gov) by 11:00 a.m. the Friday before the meeting. The City Clerk’s Office will make sure that the comment is read in **summary** and a full copy of the comment is provided to the city council in advance.

**CITY COUNCIL AGENDA**

**January 11, 2021**

**Final Agenda**

**7:00 P.M.**

**Note: All items presented are subject to final action.**

**TOWN BUSINESS**

**Registered Requests to Speak**

**Report Of The Quincy Township Supervisor  
For General Assistance For The Month Of December, 2020**

**Report of Town Auditing Committee**

**PETITIONS**

**Ward 3** By Adam Bowles requesting consideration for multiple zoning changes for multiple properties at or near 4625 Broadway to allow for consistent zoning in order to construct an addition to the distribution center of the north side of the building at 4625 Broadway.

**Ward 3** By Adam Bowles requesting consideration for a special permit for planned development to develop an area for storm water detention for a proposed addition to the property at 4625 Broadway, currently zoned NR1.

**Ward 1** By Stephen Mock, on behalf of Michael & Nancy Bernhardt, for approval of a subdivision (dividing one lot into three) for property commonly known as 3209 North 5<sup>th</sup> Street under the small tracts provision of the subdivision ordinance, zoned RU1.

**Ward 7** Application for Revocable Permit for Encroachment of City Right of Way from Beth Cornwell, President of Right to Life of Adams County, requesting permission to hang a banner across 5<sup>th</sup> & Maine Street in conjunction with National Right to Life Week from January 17<sup>th</sup> to January 23<sup>rd</sup>. She has asked that the City of Quincy assist in the installation and removal of this banner. The Utilities and Engineering Director presents this request subject to the condition that the City is not responsible for damage to the banner.

**MAYOR’S APPOINTMENT**

Kelby Rescinito to the Human Rights Commission

**RESOLUTIONS**

Resolution to affirm the review of the current Home Rule Purchase Tax rate and maintain the city’s current Home Rule Purchase Tax rate of one and a half percent (1.5%).

Resolution to affirm the review of the current Hotel Tax rate and maintain the current Hotel Tax rate of eight percent (8%).

Technology Committee and Information Technology Director recommending approval that normal bidding requirements be waived and purchase a Hewlett Packard Nimble Storage unit off the State of Illinois contract for \$32,725.00.

Purchasing Agent recommending approval of the bid from Area Distributors Inc. in the amount of \$11,490.02 with 37% off catalog pricing for a one-year contract period of February 1, 2021 through January 31, 2022.

Illinois Department of Transportation (IDOT) Local Public Agency Agreement for Federal Participation. To allow the City of Quincy to appropriate \$300,000 (includes an additional 10% overrun) of budgeted MFT Funds as the City’s 20% match for \$800,000 of Federal Aid Urban Funding that the City will be using during the 2021/2022 Fiscal Year.

Utilities and Engineering Director and Central Services Committee recommending approval the approval of the IDOT Resolution for Improvement by Municipality Under the Illinois Highway Code requesting to appropriate \$300,000.00 of MFT monies to the City for the 2021/2022 Fiscal Year. This funding will be used for the milling and replacement of asphalt surface, replacement of sidewalk and driveways, concrete curb repair, pavement markings, construction engineering services, and other related items.

Utilities and Engineering Director and Utilities Committee recommending approval to issue a payment in the amount of \$34,055.57 to J. Oros Environmental of Carlinville, IL for additional contracted disposal of biosolids from the water treatment plant.

Utilities and Engineering Director and Utilities Committee recommending approval of the low bid from Plocher Construction of Highland, IL in the amount of \$4,056,000 for the CSO Phase I LTCP Improvement Project which consists of the modification and replacement of select CSO diversion structures to improve the capture of combined sewage and conveyance to the Waste Water Treatment Plant.

## **ORDINANCES**

### **Adoption of an Ordinance entitled:**

- Ward 1** An Ordinance By The City Of Quincy Authorizing And Approving The Donation Of Surplus Park District Property. (1300 N. 2<sup>nd</sup>)
- Ward 1** An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) of The Municipal Code Of The City Of Quincy Of 2015. ((Replace Yield with Stop signs, 14<sup>th</sup> & Maple, North 14<sup>th</sup> stops for traffic on Maple)
- Ward 7** An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015.(Adding, parking restrictions at the east side-fire zone, west side-angle and timed parking shall be removed on North 6<sup>th</sup> , Vermont and Broadway)
- Ward 7** An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015. (Adding, Police Dept. only parking zone on both sides of North 6<sup>th</sup>, Vermont and Broadway)

### **Second presentation of an Ordinance entitled:**

- Ward 2** An Ordinance Vacating An Alley. (East/west alley bounded by Cherry, Chestnut, North 5<sup>th</sup> and North 6<sup>th</sup>.)

### **First presentation of an Ordinance entitled:**

- Ward 4** And Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015. (Replace “Yield” signs with “Stop” signs at the intersection of 20<sup>th</sup> & Jersey, traffic on Jersey will stop for traffic on S. 20<sup>th</sup>.)
- Ward 7** And Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015. (Replace “Yield” signs with “Stop” signs at the intersection of 13<sup>th</sup> and Ohio, traffic on S. 13<sup>th</sup> stopping for traffic on Ohio St.)
- Ward 2** And Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015. (Add: “4-Way Stop” at intersection of 7<sup>th</sup> & Lind.)

## **REPORT OF FINANCE COMMITTEE**

**TOWN BOARD OF QUINCY**

**January 11, 2020**

**AGENDA**

7:00p.m

- 1) Roll Call
- 2) Permission to excuse absent aldermen
- 3) Registered Requests to speak
- 4) Approval of previous meetings minutes
- 5) Report of The Quincy Township Supervisor For General Assistance For The month of December 2020.
- 6) Report of the town auditing committee for January 2021
- 7) Trustee Comments
- 8) Adjourn

Report of the Quincy Township Supervisor for General Assistance for the month of December, 2020

**DISBURSEMENTS**

Relief orders were issued to 13 cases containing 24 individuals at an average grant per case of \$354.47 \$ 4608.15

**CASH ACCOUNT**

Balance December 1, 2020  
GA Checking \$ 892.20  
GA Money Market 122,478.36  
Interest 14.97  
Total \$123,385.53

Obligations paid during the month \$ 4,783.25  
Balance December 31, 2020 \$118,602.28

Cindy Brink

Supervisor Quincy Township

We the undersigned auditing committee to which were referred the above bills respectfully report it has examined same and recommend their payment.

\_\_\_\_\_ Bauer Chairman

\_\_\_\_\_ Bergman

\_\_\_\_\_ Uzelac

Quincy Township Bill payments for January 2021

<u>Vendor</u>	<u>Amount</u>
Adams	385.38
Alarm Systems	47.50
Ameren Illinois	359.02
Appraisers Laser.com	844.00
Chris Stegner	45.00
City of Quincy Self Insurance	36.54
Digital Copy Systems	33.95
Illinois School Supply	114.73
Marco Assessor	41.50
O'Donnell's	56.00
Total	1,963.62

Committee:

\_\_\_\_\_ Bauer Chairman  
\_\_\_\_\_ Bergman  
\_\_\_\_\_ Uzelac



City of Quincy  
Department of Utilities & Engineering

To: Alderman Jack Holtschlag, Alderman Ben Uzelac  
Cc: Mayor and City Council, Laura Oakman, Kevin McClean  
From: Jeffrey Conte, P.E.  
Date: January 11, 2021  
Subject: Revocable Permit Request for Placement of Banner at 5<sup>th</sup> & Maine Street

Alderman Holtschlag, Alderman Uzelac,

The Department of Utilities and Engineering has received an Application for Revocable Permit for Encroachment of City Right of Way from Beth Cornwell, President of Right to Life of Adams County. Ms. Cornwell is requesting permission to hang a banner across 5<sup>th</sup> & Maine Street in conjunction with National Right to Life Week.

Ms. Cornwell requests to display the banner from January 17<sup>th</sup> to January 23<sup>rd</sup> and has asked that the City of Quincy assist in the installation and removal of this banner.

The Director of Utilities and Engineering presents this request subject to the following condition:

1. The City is not responsible for damage to the banner.

Please let me know if you have any questions. Thank you.



# CITY OF QUINCY

## Comptroller's Office

Sheri L. Ray  
Comptroller

CITY HALL – 730 MAINE STREET  
Quincy, Illinois 62301-4056  
217-228-4517

### MEMORANDUM

TO: Mayor & City Council

FROM: Sheri Ray

DATE: January 5, 2021

SUBJECT: **Resolutions to Maintain Hotel/Motel Tax and Purchase Tax Rates**

Please see the attached two resolutions continuing the rates for both Hotel Motel Tax and Purchase (Home Rule) Tax as recommended by the Finance Committee on January 4, 2021.

#### **Hotel Motel Tax**

In September 2017, City Council adopted Ordinance 9314 which maintained the previously established Hotel/Motel tax rate of 8% from 11/1/2016 to the present. The ordinance has an annual rate review requirement due before the end of January. The current tax Hotel/Motel rate of 8% was generating approximately \$1 million each year. However, after the pandemic hotel/motel taxes have declined.

<u>FYE</u>	<u>Tax Collected</u>
2018	\$1,011,461
2019	\$1,047,805
2020	\$ 996,090
2021P	\$ 680,000

The distribution and use of Hotel/Motel Tax funds are established under Bond Ordinance 2009-27 and the Intergovernmental Agreement with the QMEA (Ordinance 2015-07).

#### **Purchase (Home Rule) Tax**

City Council also adopted Ordinance 9315 which maintained the previously established Home Rule sales tax (Purchase Tax) rate of 1.5% have an annual rate review requirement due before the end of January. The current Home Rule - Purchase tax rate of 1.5% is generates the funding for the Capital Projects Fund 301, based on an approved budget split.

<u>FYE</u>	<u>Tax Collected</u>
2018	\$ 9,331,575
2019	\$ 9,352,738
2020	\$ 9,238,067
2021P	\$ 8,862,216

CC: Lonnie Dunn, Corporation Counsel  
Jeff Mays, Director Administrative Services  
Linda Moore, City Treasurer



## **RESOLUTION**

WHEREAS, the City of Quincy is a home rule unit of local government pursuant to the provisions of Section 6, Article VII (Local Government” of the Constitution of the State of Illinois, and,

WHEREAS, pursuant to such authority, on September 18, 2017, the City adopted Ordinance 9315, which re-affirmed and re-adopted the City’s Home Rule Purchase Tax rate of one and a half percent (1.5%) which was set forth by Ordinance 9058 on September 13, 2005; and,

WHEREAS, Section 2 of Ordinance 9315 requires said rates to be reviewed and if decided by appropriate City Council action, revised annually beginning in January of 2018, and every subsequent January of every year prior to budget review process; and,

WHEREAS, the City Council has reviewed the Home Rule Purchase Tax rate according to the Ordinance 9315 and desires to make no change to the Home Rule Purchase Tax rate;

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council have affirmed the review of the current Home Rule Purchase Tax rate and will maintain the city’s current Home Rule Purchase Tax rate of one and a half percent (1.5%).

Respectfully submitted,  
City Comptroller, Sheri Ray

Council submission date: 1/11/2021

## **RESOLUTION**

WHEREAS, the City of Quincy is a home rule unit of local government pursuant to the provisions of Section 6, Article VII (Local Government” of the Constitution of the State of Illinois, and,

WHEREAS, pursuant to such authority, on September 18, 2017, the City adopted Ordinance 9314, which re-affirmed and re-adopted the City’s Hotel Tax rate of eight percent (8%) which was set forth by Ordinance 8849 on October 25, 1999, and,

WHEREAS, Section 2 of Ordinance 9314 requires said rates to be reviewed and if decided by appropriate City Council action, revised annually beginning in January of 2018, and every subsequent January of every year prior to budget review process; and,

WHEREAS, the City Council has reviewed the Hotel Tax rate according to the Ordinance 9314 and desires to make no change to the Hotel Tax rate;

NOW, THEREFORE BE IT RESOLVED, the Mayor and City Council have affirmed the review of the current Hotel Tax rate and will maintain the current Hotel Tax rate of eight percent (8%).

Respectfully submitted,  
City Comptroller, Sheri Ray

Council submission date: 01/11/2021

# CITY OF QUINCY

Jim Murphy  
Director of Information Technology

---



CITY HALL - - 730 MAINE  
QUINCY, IL 62301-4056  
(217) 221-3675

---

## MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Jim Murphy

DATE: January 7, 2021

RE: Hewlett Packard Network Storage Unit

This letter is to inform you of the resolution being presented to the City Council Monday, January 11, 2021. This resolution is requesting the replacement of one of the City's Network Storage Units which was purchased over 8 years ago.

This storage unit houses all of the City's virtual desktops and virtual server environments. The current storage unit is out of space and does not have the processing power to efficiently run the City's virtual infrastructure. The current Network Storage Unit has 11 terabytes of usable space for the virtual environment. The proposed unit has 22 terabytes of storage available.

We investigated different solutions for this replacement and found the Hewlett Packard Nimble solution the best product for our environment. The City is able to purchase this solution of the State of Illinois contract at a fraction of the cost of other solutions with the same storage capacity and performance modules. The Information Technology originally budgeted \$35,000. The State Contract price is \$32,725.00.

The Technology Committee met to review this purchase and agreed to forward their approval for purchase to the Mayor and City Council for approval.

If you have any questions concerning this, please give me a call. Thank you.

## **RESOLUTION**

WHEREAS, the Information Technology Department is charged with maintaining the City of Quincy network infrastructure; and

WHEREAS, the City needs to replace an older network storage unit used for storing the City's virtual Desktops and Servers; and

THEREFORE BE IT RESOLVED, the Technology Committee and Director of Information Technology recommend to the Mayor and City Council that normal bidding requirements be waived and purchase a Hewlett Packard Nimble Storage unit off the State of Illinois contract for \$32,725.00.

Jim Murphy  
Director of Information Technology

January 11, 2021



# CITY OF QUINCY

---

---

MARY-ANN ERVIN  
Purchasing Agent

CITY HALL – 730 MAINE  
QUINCY, IL 62301-4056  
(217) 228-4502  
FAX (217) 221-3608

## MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Mary-Ann Ervin

DATE: January 11, 2021

SUBJECT: Office Supply Contract

This letter is to inform you of the resolution being presented to the Mayor and the City Council on Monday, January 11, 2021. This resolution is requesting the Mayor and City Council accept the low bid from Area Distributors Inc for a one (1) year agreement for office supplies for all City Departments.

The City's Purchasing Department advertised for sealed competitive bids for office supplies for all City departments. Twenty-Nine (29) vendors downloaded the Office Supply bid packet and three (3) bids were received.

Area Distributors Inc	\$11,490.02	Offering 37% off Catalog pricing
Office Essentials	\$11,584.96	Offering 35% off Catalog pricing
Tiles in Style	\$14,747.15	Discount not offered

Our current office supply contract will expire on January 31, 2021.

There were 36 core-items on the office supply bid this year. The bids received from Area Distributors Inc & Office Essentials complied with the bid specifications. The vendor Tiles in Style did not submit a catalog discount with their bid, and for this reason their bid could not be accepted.

After reviewing the bids submitted, taking into consideration the discounts offered for non-core office supply items, I would like to recommend the low bid from Area Distributors Inc in the amount of \$11,490.02, with a catalog discount of 37% off be accepted for a 1 year agreement.

The resolution is being presented before the Mayor and the Quincy City Council on Monday, January 11, 2021 and I ask for your approval.

Thank you and if you have any questions, please contact me.

## **RESOLUTION**

WHEREAS, the City of Quincy, Purchasing Department did advertise for sealed competitive bids for office supplies for all City offices; and

WHEREAS, the bid request called for pricing for our core item list and a percentage off of catalog prices; with no exceptions; and

WHEREAS, the following sealed bids were received for 36 items:

Area Distributors Inc	\$11,490.02	Offering 37% off Catalog pricing
Office Essentials	\$11,584.96	Offering 35% off Catalog pricing

WHEREAS, the Purchasing Agent has reviewed the bids received and found the low bid from Area Distributors Inc to be satisfactory; now

THEREFORE BE IT RESOLVED, the Purchasing Agent recommends to the Mayor and City Council that the bid from Area Distributors Inc of Quincy, IL in the amount of \$11,490.02 with 37% off catalog pricing be accepted for a one-year contract period of February 1, 2021 through January 31, 2022.

Mary-Ann Ervin  
Purchasing Agent  
January 11, 2021



City of Quincy  
Department of Utilities & Engineering

To: Mayor and City Council Members  
Cc: Laura Oakman, City Clerk  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: January 11, 2021  
Subject: IDOT Public Agency Agreement for Federal Participation

Please review the attached Illinois Department of Transportation (IDOT) Local Public Agency Agreement for Federal Participation. The agreement is required to allow the City of Quincy to appropriate \$300,000 (includes an additional 10% overrun) of budgeted Motor Fuel Tax (MFT) Funds as the City's 20% match for \$800,000 of Federal Aid Urban (FAU) Funding that the City of Quincy will be using during the 2021/2022 Fiscal Year.

These monies will be used to proceed with the second phase of improvements to Maine Street, 24<sup>th</sup> to 30<sup>th</sup> Streets. The proposed improvements includes the milling and replacement of asphalt surface, replacement of sidewalk and driveways, concrete curb repair, pavement markings, construction engineering services, and other related items in accordance with the Local Agency Pavement Preservation (LAPP) Policy guidelines.

The Director of Utilities and Engineering and Central Services Committee recommend the approval of this IDOT Agreement.

Thank you for your consideration. If you have any questions, please let me know.



Local Public Agency Agreement  
for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Quincy	Adams	17-00329-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		N/A	

Construction on State Letting  Construction Local Letting  Day Labor  Local Administered Engineering  Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-212-17	9UZW(460)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
Maine Street	FAU 7807	0.51	100+40	127+09

Location Termini		
S. 24th Street to S. 30th Street		

Current Jurisdiction	Existing Structure Number(s)	Add Location
Quincy	N/A	Remove

PROJECT DESCRIPTION

Project involves milling 3" of existing asphalt surface, placing 1-1/2" of binder and 1-1/2" of HMA surface, pavement patching, sidewalk replacement, driveway replacement, concrete curb repair, pavement markings, and related items.
---

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

**THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in Item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
  19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
  20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
  21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
  22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
  23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
  24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
  25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
  26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
  27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
  28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**THE STATE AGREES:**

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the STATE is reimbursing the LPA, obligation of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

X	1. Location Map
X	2. Division of Cost
-	
Add Row	

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

The above signature certifies the agency's Tin number is \_\_\_\_\_ conducting business as a Governmental Entity.

Duns Number \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

By:

Director of Planning & Programming

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Director of Planning & Programming

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Philip C. Kaufmann, Chief Counsel

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Joanne Woodworth, Acting Chief Fiscal Officer

Date

<input type="text"/>	<input type="text"/>
----------------------	----------------------

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**ADDENDA NUMBER 2**

Local Public Agency <b>Quincy</b>	County <b>Adams</b>	Section Number <b>17-00329-00-RS</b>
--------------------------------------	------------------------	---

<b>Construction</b> Job Number <b>C-96-212-17</b>	<b>Project Number</b> <b>9UZW(460)</b>	<b>Engineering</b> Job Number <input type="text"/>	<b>Project Number</b> <input type="text"/>	<b>Right of Way</b> Job Number <input type="text"/>	<b>Project Number</b> <input type="text"/>
---	---	--	---	---	---

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$736,000.00	80%				Local Match	\$184,000.00	20%	\$920,000.00
Construction Engineering	STU	\$64,000.00	80%				Local Match	\$16,000.00	20%	\$80,000.00
Total		\$800,000.00		Total			Total		\$200,000.00	\$1,000,000.00

**Add**

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.



City of Quincy  
Department of Utilities & Engineering

To: Mayor and City Council Members  
Cc: Laura Oakman, City Clerk  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: January 11, 2021  
Subject: IDOT Resolution for Reconstruction of Maine Street, 24<sup>th</sup> to 30<sup>th</sup> Streets

Mayor, City Council Members,

Please review the attached Illinois Department of Transportation (IDOT) Resolution for Improvement by Municipality Under the Illinois Highway Code requesting to appropriate \$300,000.00 of Motor Fuel Tax (MFT) monies to the City for the 2021/2022 Fiscal Year. This funding will be used for the milling and replacement of asphalt surface, replacement of sidewalk and driveways, concrete curb repair, pavement markings, construction engineering services, and other related items.

The Director of Utilities and Engineering and Central Services Committee recommend the approval of this IDOT Resolution.

Thank you for your consideration. If you have any questions, please let me know.



# CITY OF QUINCY

Department of Utilities & Engineering

Steven E. Bange, P.E.  
Senior Project Engineer  
City Hall – 730 Maine Street  
Quincy, Illinois 62301-4048  
(217)228-7731

## MEMORANDUM

To: City Council & Administration

RE: 1/11/2021 Council Meeting - **Maine Street – 24<sup>th</sup> to 30<sup>th</sup> Resurfacing**

The resurfacing of Maine Street from 24<sup>th</sup> to 30<sup>th</sup> is on schedule to be bid on March 5, 2021 by IDOT. Federal funds are to cover 80% of the project cost up to \$800,000.

This is the 2<sup>nd</sup> phase of the overall project. The water main was replaced during the summer of 2020. We broke the project into 2 phases so the construction could take place while school was not in session.

Budget for the 2<sup>nd</sup> phase of the project is as follows:

Type of work	Federal Funds	MFT (City) Funds	Total
Construction	\$736,000	\$184,000	\$920,000
Construction Engineering	\$64,000	\$16,000	\$100,000
10% overrun		\$100,000	\$100,000
<b>Total</b>	<b>\$800,000</b>	<b>\$300,000</b>	<b>\$1,100,000</b>

With the City's construction work load for 2021, we plan on hiring a consultant to perform the construction inspection and testing. We currently have a Request for Qualifications to provide construction engineering services advertised.

There are 2 items on the Council's agenda:

1. The Local Public Agency Agreement for Federal Participation. This is the agreement between the City & IDOT for the funding of the project.
2. Resolution to appropriate \$300,000 of MFT funds to cover the City's portion of the resurfacing project.

The agreement and resolution are attached.


**LOCAL PUBLIC AGENCY**

Local Public Agency	County	Section Number
Quincy	Adams	17-00329-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	N/A	N/A

Construction on State Letting    Construction Local Letting    Day Labor    Local Administered Engineering    Right-of-Way

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-212-17	9UZW(460)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**LOCATION**

Local Street/Road Name	Key Route	Length	From	To
Maine Street	FAU 7807	0.52 miles	1.73	2.25

Location Termini
South 24th Street to South 30th Street

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
Quincy	N/A	<input type="button" value="Remove"/>

**PROJECT DESCRIPTION**

Project involves milling 3" of existing asphalt surface, placing 1-1/2" of binder and 1-1/2" of HMA surface, pavement patching, sidewalk replacement, driveway replacement, concrete curb repair, pavement markings, and related items.

**LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS**

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

**METHOD OF FINANCING - (State-Let Contract Work Only)**

Check One

METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share \$184,000 \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

#### **THE LPA AGREES:**

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

- 18. To regulate parking and traffic in accordance with the approved project report.
- 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
- 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
- 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
- 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

**NOTE:** Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

**THE STATE AGREES:**

- 1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

**IT IS MUTUALLY AGREED:**

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

X	1.	Location Map
X	2.	Division of Cost
-		
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

**APPROVED**

Local Public Agency

Name of Official (Print or Type Name)

Title of Official

Signature

Date

The above signature certifies the agency's Tin number is \_\_\_\_\_ conducting business as a Governmental Entity.

Duns Number \_\_\_\_\_

**APPROVED**

State of Illinois  
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**ADDENDA NUMBER 2**

Local Public Agency	County	Section Number
Quincy	Adams	17-00329-00-RS

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-212-17	9UZW(460)				

**DIVISION OF COST**

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$736,000.00	80%				Local Match	\$184,000.00	20%	\$920,000.00
- Construction Engineering	STU	\$64,000.00	80%				Local Match	\$16,000.00	20%	\$80,000.00
-										
-										
-										
-										
-										
-										
-										
-										
<b>Total</b>		<b>\$800,000.00</b>		<b>Total</b>			<b>Total</b>		<b>\$200,000.00</b>	<b>\$1,000,000.00</b>

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

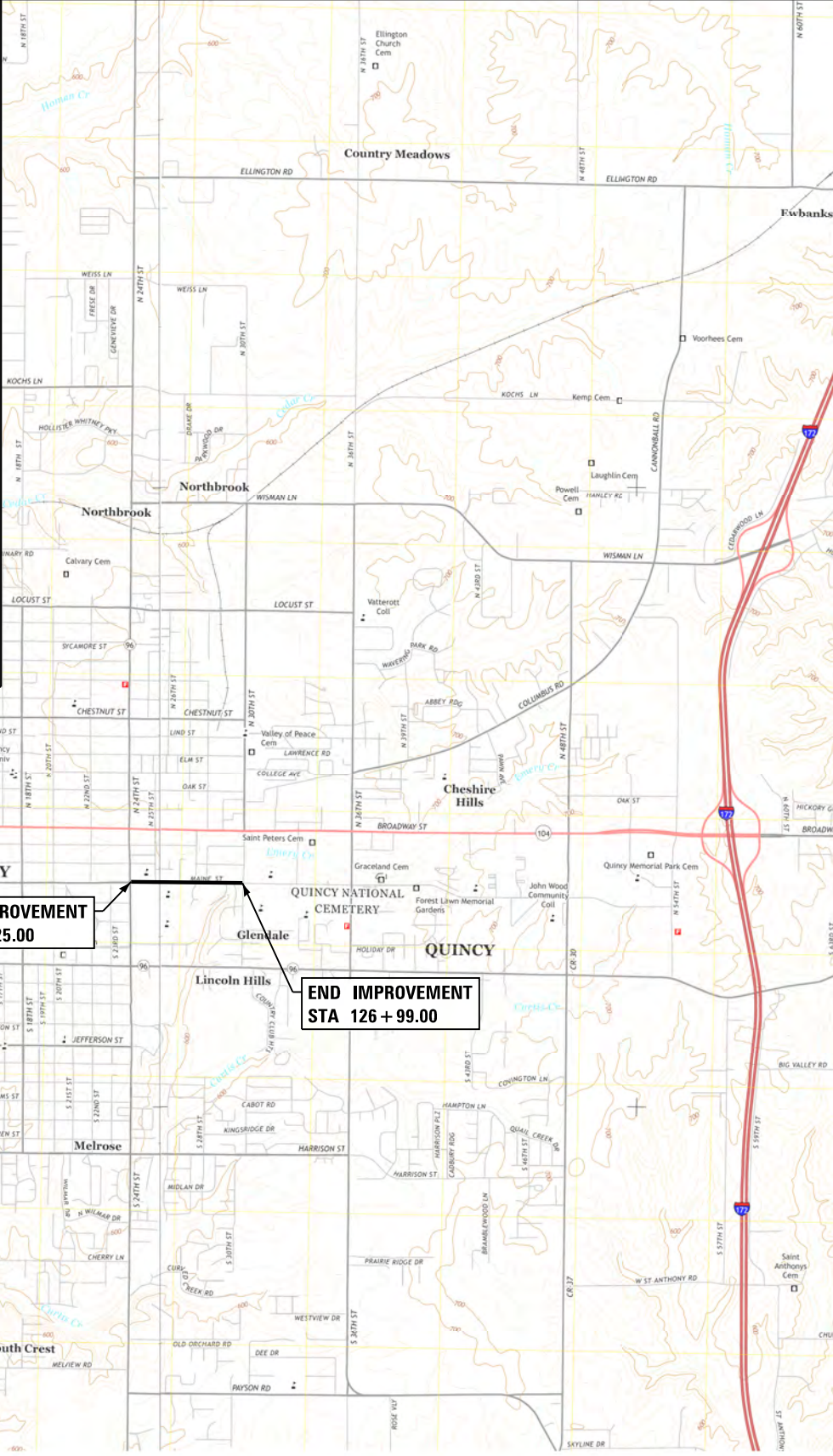
**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.





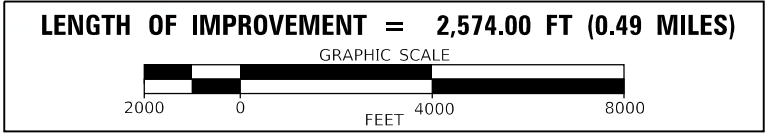


LOCATION OF SECTION INDICATED THUS:



**BEGIN IMPROVEMENT  
STA 101 + 25.00**

**END IMPROVEMENT  
STA 126 + 99.00**



## **RESOLUTION**

**WHEREAS**, in June of 2019, the Department of Utilities and Engineering advertised for proposals to remove, haul and dispose of 875,000 cubic feet of biosolids and 875,000 cubic feet of water treatment plant lime sludge from the City's Wastewater Treatment Plant; and,

**WHEREAS**, on August 9, 2019, the Quincy City Council approved a resolution awarding the contract to J. Oros Environmental of Carlinville, Illinois in the amount of \$582,750; and,

**WHEREAS**, additional biosolids material was removed and disposed over and above the original proposal amount; and,

**WHEREAS**, this work has now been completed in a satisfactory manner and a pay request has been submitted for payment; and,

**WHEREAS**, funding for the contract changes is available in the current fiscal year budget; now,

**THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the Director of Utilities and Engineering be authorized to issue a payment in the amount of \$34,055.57 to J. Oros Environmental of Carlinville, Illinois.

Jeffrey Conte, P.E.  
Director of Utilities & Engineering

January 11, 2021



## RESOLUTION

**WHEREAS**, in August of 2018, the Illinois Environmental Protection Agency approved the City of Quincy's Long Term Control Plan (LTCP) for the elimination of combined sewer overflow (CSO); and,

**WHEREAS**, the City of Quincy recently requested bids for the CSO Phase I LTCP Improvement Project which consists of the modification and replacement of select CSO diversion structures to improve the capture of combined sewage and conveyance to the Waste Water Treatment Plant for treatment; and,

**WHEREAS**, the following bids were received:

Laverdiere Construction Macomb, Illinois	\$6,185,000.00
L. Keeley Construction St. Louis, Missouri	\$5,289,716.00
Plocher Construction Highland, Illinois	\$4,056,000.00
Engineer's Estimate	\$5,000,000.00

**WHEREAS**, the Director of Utilities and Engineering has reviewed these bids and finds them to be acceptable; and,

**WHEREAS**, this project will be funded through the Illinois Environmental Protection Agency's low interest loan program; and,

**WHEREAS**, to allow for the uninterrupted progression of this project in the event that changes or modifications are required, an additional 10 percent over the amount of the low bid shall be included in the encumbrance for this project.

**NOW, THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Plocher Construction of Highland, Illinois in the amount of \$4,056,000.00 be accepted and that the Mayor be authorized to sign the contract documents.

Jeffrey Conte  
Director of Utilities & Engineering

January 11, 2021

# CITY OF QUINCY

*DEPARTMENT OF PLANNING & DEVELOPMENT*

706 Maine Street | Third Floor | Quincy, IL 62301

Office: 217-228-4515 | Fax: 217-221-2288



## MEMORANDUM

TO: Mayor Moore and City Council

FROM: Chuck Bevelheimer

DATE: December 18, 2020

SUBJECT: Donation of Park District Land – 1300 North 2<sup>nd</sup> Street

Quincy Park District has requested the City consider consenting to donation of a lot at the South East corner of 2nd and Spruce. Sunset Park is across Spruce Street from parcel under donation consideration. The Park District has determined the land is not longer needed by the District. One of the requirements for the Park District Board to sell, convey, trade, assign or transfer land is consent by ordinance from Quincy City Council.

Attached is an ordinance consenting to the donation of surplus Park District land at 1300 North 2nd Street. Attached is an exhibit showing the location and picture of the land to be donated.

Any questions please let me know.

ORDINANCE NO.

AN ORDINANCE BY THE CITY OF QUINCY AUTHORIZING AND APPROVING THE DONATION OF SURPLUS PARK DISTRICT PROPERTY.

**WHEREAS**, the City of Quincy is committed to improving the quality of life of its residents and supporting the Quincy Park District; and

**WHEREAS**, the Quincy Park District, in Adams County, Illinois, is requesting the donation of 1300 Spruce to a local non-profit organization; and

**WHEREAS**, per the 1956 deed to 1300 North 2nd Street in order for the Park District to sell, convey, trade, lease, assign or transfer said real estate to any third party or parties, the City of Quincy needs to consent.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS**, that the City Council consents to the donation of 1300 North 2<sup>nd</sup> Street as shown attached hereto and incorporated herein by reference as "Exhibit A".

**BE IT FURTHER ORDAINED BY SUCH CITY COUNCIL** that the Mayor of the City of Quincy, Adams County, Illinois shall execute any and all instruments, deeds, and associated necessary and customary and required documents from time to time to evidence the City's consent to allow the Quincy Park District to use said real estate free and clear of the restriction requiring the use of said property to be used only for public park and recreational purposes and that the City Clerk of the City of Quincy, Adams County, Illinois shall attest said instrument or instruments

ADOPTED:

City Clerk

APPROVED:

Mayor

Officially published in pamphlet form this        day of        , 2021



Exhibit A 1300 N. 2nd Street Park District Land Donation






# 2<sup>nd</sup> Spruce Parcel

## 2nd Spruce

Write a description for your map.

### Legend

 Sunset Park



Google Earth

©2016 Google  
©2019 Google

5.37 ft



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 81 (TRAFFIC SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section TITLE VII, Chapter 81, Schedule IV, of the Municipal Code of the City of Quincy of 2015 be and hereby is amended by adding thereto, the following:

Replace "Yield" signs with "Stop" signs at the intersection of 14th Street and Maple Street. Traffic on North 14th Street will stop for traffic on Maple Street.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of

\_\_\_\_\_, 2020.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 82 (PARKING SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Title VII, Chapter 82 of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

Parking restrictions at the east side-fire zone, west side-angle and timed parking shall be removed on North 6th Street between Vermont and Broadway

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage and approval.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 82 (PARKING SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN  
ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Title VII, Chapter 82, Schedule II, of the  
Municipal Code of the City of Quincy of 2015 be and hereby is  
amended adding thereto, the following:

(M) A Police Department Only parking zone shall be  
implemented on both sides of North 6th Street between  
Vermont Street and Broadway.

Section 2. All ordinances and parts of ordinances in  
conflict with the provisions of this ordinance shall be and  
the same are, to the extent of such conflict, hereby  
repealed.

Section 3. This ordinance shall be in full force and effect  
immediately from and after its passage and approval.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.



## ORDINANCE NO.

### AN ORDINANCE VACATING AN ALLEY

WHEREAS, the City Council of the City of Quincy has determined that the public interest will be served by vacating an alley located within the jurisdiction of the City of Quincy.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS, as follows:**

**SECTION 1. VACATION:** That the following alley as described below is hereby vacated:

The eastern 40-feet of an east-west public alley located in the city block bounded by Cherry, Chestnut, North 5<sup>th</sup> & North 6<sup>th</sup> Street, situated in the City of Quincy, the County of Adams and the State of Illinois.

**SECTION 2. MAINTENANCE:** That the City of Quincy, Adams County, Illinois, be and is hereby relieved of any and all further duties and requirements in keeping and maintaining said former alley.

**SECTION 3. RESERVATION:** Notwithstanding this vacation, the City of Quincy, hereby reserves to itself or to the appropriate public or private utilities owning or having located any public or private service facilities in such alley, and its or the franchises, successors, or assigns a permanent easement or right of way for the location, maintenance, renewal, reconstruction or replacement of any and all such public or private service facilities, including, but not necessarily limited to, water, sewer, telephone, gas, electric or cablevision facilities and appurtenances, together with all necessary free rights of ingress or egress are necessary for the location, maintenance, renewal, reconstruction or replacement of such public or private service utilities. The reservation and rights shall be without liability or obligation to pay for any damage now or hereafter occasioned to person, property or otherwise by the location, maintenance, renewal, reconstruction or replacement of any such public facilities, including but not limited to, damage to improvements of any kind located on the areas vacated, to the surface, fencing or landscaping.

**SECTION 4. VESTING OF TITLE:** Title shall vest as provided in 65 ILCS 5/11-91-2. The city of Quincy shall retain ownership and maintenance responsibilities of the eastern 40' of the above described alley.

**SECTION 5. REPEAL:** All ordinances and parts of ordinances in conflict with the provisions of this Ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

**SECTION 6. EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Officially published in pamphlet form this       day of       , 2021.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 81 (TRAFFIC SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN  
ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section TITLE VII, Chapter 81, Schedule IV,  
of the Municipal Code of the City of Quincy of 2015 be and hereby  
is amended adding thereto, the following:

Replace "Yield" signs with "Stop" signs at the intersection  
of 20th & Jersey. Traffic on Jersey Street will stop for  
traffic on South 20th Street.

Section 2. All ordinances and parts of ordinances in  
conflict with the provisions of this ordinance shall be and  
the same are, to the extent of such conflict, hereby  
repealed.

Section 3. This Ordinance shall be in full force and effect  
from and after its passage, approval and publication as  
provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of

\_\_\_\_\_, 2021.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 81 (TRAFFIC SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section TITLE VII, Chapter 81, Schedule IV, of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

Replace "Yield" signs with "Stop" signs at the intersection of 13th and Ohio. Traffic on South 13th will stop for traffic on Ohio Street.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of

\_\_\_\_\_, 2021.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)  
OF CHAPTER 81 (TRAFFIC SCHEDULES) OF THE  
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF QUINCY, IN  
ADAMS COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That Section TITLE VII, Chapter 81, Schedule IV  
(A), of the Municipal Code of the City of Quincy of 2015 be and  
hereby is amended by adding thereto, the following:

<u>Streets - Stop</u>	<u>Intersection</u>
7th Street	Lind
Lind	7th Street

(4-Way Stop to be installed)

Section 2. All ordinances and parts of ordinances in  
conflict with the provisions of this ordinance shall be and  
the same are, to the extent of such conflict, hereby  
repealed.

Section 3. This Ordinance shall be in full force and effect  
from and after its passage, approval and publication as provided  
by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Officially published in pamphlet form this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

# THE CITY COUNCIL

## OFFICIAL PROCEEDINGS

### REGULAR MEETING

Quincy, Illinois, January 4, 2021

Due to COVID-19, President Donald Trump declared a national emergency on March 13, 2020, and Governor Pritzker issued an Executive Order on March 20, 2020.

Mayor Kyle A. Moore announced that City Council meetings will be closed to the public starting August 10, 2020.

The following members were physically present:

Ald. McKiernan, Entrup, Bergman, Bauer, Finney, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 11.

Virtual: Ald. Holbrook, Farha, Sassen. 3.

The minutes of the regular meeting of the City Council held December 28, 2020, were approved, as printed, on a motion of Ald. Entrup. Motion carried.

Legal: Corporation Counsel Lonnie Dunn.

#### **The City Clerk presented and read the following:**

#### **MONTHLY REPORTS**

The monthly reports of the City Clerk and the City Treasurer for the month of December, 2020, and the Quincy Police Dept., Street Cleaning Dept., Recycling Division, Sign & Paint Dept., Forestry Dept., for the month of November, 2020, were ordered received and filed on a motion of Ald. Farha. Motion carried.

#### **PUBLIC FORUM**

Letter of Support for the Quincy Public Library from Julie Schuetz, a copy of the letter was emailed to the City Council prior to the meeting. The City Clerk read a synopsis of the letter.

#### **RESOLUTION**

WHEREAS, the Quincy Fire Department seeks to replace a vehicle: and,

WHEREAS, the vehicle to be replaced will be the 2007 Ford Taurus; and,

WHEREAS, money has been set aside in the fire department's vehicle replacement fund; and,

WHEREAS, the vehicle replacement fund balance available is a total of \$46,608; and,

WHEREAS, the current vehicle will be either used as a trade-in, or repurposed for other uses in the City; and,

WHEREAS, the Ford Explorer is available on the State Bid and the price quoted is \$36,752 and the vehicle would be secured through Gem City Ford; and,

WHEREAS, the Quincy Fire Department Foreign Fire Insurance Board has agreed to pay for all equipment that will be needed for the vehicle; and,

WHEREAS, the state bidding process alleviates the need for a local bidding process; and,

NOW THEREFORE BE IT RESOLVED, that the Fire Aldermanic Committee and the Fire Chief recommend to the Mayor and City Council that the Fire Chief be authorized to contract with Gem City Ford the purchase of a 2020 Ford Explorer.

Joe Henning

Fire Chief

Ald. Bergman moved for the adoption of the resolution, seconded by Ald. McKiernan, and on the roll call each of the 14 Aldermen voted yea. Motion carried.

#### **ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Granting A Special Use Permit For A Planned Development. (To operate a window tinting business, operate a rental business for solar light tower trailers and to allow outdoor storage of solar light tower trailers at 1629 South 57th Street.)

Ald. Rein moved for the adoption of the ordinance, seconded by Ald. Mast, and on the roll call the following vote resulted. Yeas: Bergman, Finney, Holbrook, Farha, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag, McKiernan, Entrup. 13. Nay: Ald. Bauer. 1.

The Chair, Mayor Kyle A. Moore, declared the motion carried and the ordinance adopted.

**ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Granting A Variation From Zoning Regulations. (1005 Broadway, attached sign permitted on frontage wall up to 25' above street grade to allow for the installation of a sign higher than 25' above street grade at 1005 Broadway)

Ald. Bauer moved for the adoption of the ordinance, seconded by Ald. Bergman, and on the roll call the following vote resulted. Yeas: Uzelac, Holtschlag, McKiernan, Entrup, Bergman, Bauer, Finney, Holbrook, Farha, Sassen, Rein, Mast, Reis. 13. Abstain: Ald. Awerkamp. 1.

The Chair, Mayor Kyle A. Moore, declared the motion carried and the ordinance adopted.

**ORDINANCE**

Second presentation of an Ordinance entitled: An Ordinance By The City Of Quincy Authorizing And Approving The Donation Of Surplus Park District Property. (1300 N. 2nd)

**ORDINANCE**

Second presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) of The Municipal Code Of The City Of Quincy Of 2015. (Replace Yield with Stop signs, 14th & Maple, North 14th stops for traffic on Maple)

**ORDINANCE**

Second presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015. (Adding, parking restrictions at the east side-fire zone, west side-angle and timed parking shall be removed on North 6th, Vermont and Broadway)

**ORDINANCE**

Second presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015. (Adding, Police Dept. only parking zone on both sides of North 6th, Vermont and Broadway)

**ORDINANCE**

First presentation of an ordinance entitled: An Ordinance Vacating An Alley. (east/west alley bounded by Cherry, Chestnut, North 5th and North 6th)

Ald. Bauer moved the ordinance be read by its title, seconded by Ald. Bergman. Motion carried.

The City Clerk read the ordinance by its title.

**ORDINANCE**

First presentation of an ordinance entitled: An Ordinance Granting A Special Use Permit For A Planned Development. (video gaming parlor with limited alcohol sales, 1207 Harrison)

Ald. Reis moved the ordinance be read by its title, seconded by Ald. Awerkamp. Motion carried.

The City Clerk read the ordinance by its title.

Ald. Reis moved the requirements of Section 32.31 of the Code of the City of Quincy be waived and the ordinance adopted, seconded by Ald. Awerkamp, and on the roll call the following vote resulted. Yeas: Holbrook, Farha, Sassen, Rein, Mast, Reis, Awerkamp, McKiernan, Entrup, Bergman, Bauer, Finney. 12. Nays: Ald. Uzelac, Holtschlag. 2.

The Chair, Mayor Kyle A. Moore, declared the motion carried and the ordinance adopted.

**REPORT OF FINANCE COMMITTEE**

Quincy, Illinois, January 4, 2021

	Transfers	Expenditures	Payroll
City Hall.....		0.00	
Building Maintenance.....		344.01	
Police Department.....		12,830.65	
Fire Department .....		2,830.18	
Public Works.....		189,761.87	
Engineering .....		942.73	
Tax Distribution/Subsidies .....		66,393.79	
<b>GENERAL FUND SUBTOTAL.....</b>	<b>0.00</b>	<b>273,103.23</b>	<b>0.00</b>
Traffic Signal Fund.....		255.50	

Police Dept. Grants .....		131.10	
Transit Fund.....		164.58	
Bridge Lighting Fund .....		162.26	
Capital Projects Fund.....		1,105.62	
Special Tax Alloc - TIF #3.....		426.67	
2014 G/O Note Fund .....		12,460.01	
Water Fund .....		108,971.91	
Sewer Fund .....		2,867.73	
Quincy Regional Airport Fund .....		1,060.12	
Central Garage .....		10,268.49	
Self Insurance .....		1,050.00	
Econ Dev Revolv Loan Fund .....		4,204.55	
<b>BANK 01 TOTALS .....</b>	<b>0.00</b>	<b>416,231.77</b>	<b>0.00</b>
Motor Fuel Tax .....		12,549.84	
CDAP RLF .....		372,500.00	
<b>ALL FUNDS TOTALS .....</b>	<b>0.00</b>	<b>801,281.61</b>	<b>0.00</b>

Jack Holtschlag  
Mike Rein  
Richie Reis  
**Finance Committee**

Ald. Reis, seconded by Ald. Rein, moved the reports be received and vouchers be issued for the various amounts and on the roll call each of the 14 Aldermen voted yea. Motion carried.

**MOTION**

Ald. Holtschlag moved to close Kentucky Street, 3rd to 4th, from January 9th thru 30th. Motion carried.

The City Council adjourned at 7:19 p.m. on a motion of Ald. Holtschlag. Motion carried.

**LAURA OAKMAN**  
City Clerk



# **BOARD OF FIRE AND POLICE COMMISSIONERS**

## **Meeting**

**Date:** Wednesday, January 20, 2021

**Time:** 1:30 p.m.

**Place:** Caucus Room

**Agenda:**

1. Call to Order – Attendance
2. Public Comments – limit to 3 minutes
3. Approve Minutes of Last Meeting
4. Correspondence
5. Pending Business
  - a. Chief Henning – 1:35 p.m.
    - i. Update on plan for promotional virtual assessment, 22 Jan 21
  - b. Chief Copley – 2:05 p.m.
    - i. Review medical safe plan for physical demonstration and written test, 6 Feb21
6. Old Business
7. New Business – Discuss succession plan template
8. Adjournment