Council Meeting for April 26, 2021



ATTENTION

In light of restricted public attendance due to Covid, the City Council chambers have been arranged to allow the maximum number of participants being capped at 50. We will have **20** open seats available to those who wish to attend.

Those who wish to attend must register with the City Clerk by <u>12:00 PM</u> the day of the meeting by calling 217-228-4510 or emailing <u>cityclerk@quincyil.gov</u>. Priority will be given to those who have business before the council or committee. All attendees are requested to wear a mask entering City Hall and while attending the meeting.

Members of the public will need to give their name at the door to enter City Hall. We request that members of the public proceed to the marked seating in the Council Chambers rather than congregate in the hallways.

Live broadcast of City Council meetings is also on the city's **Facebook** page 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 <u>cityclerk@quincyil.gov</u> by 11:00 a.m. the Friday before the meeting (If Friday is a holiday it will be Thursday by 11:00 a.m.) 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.

AMENDED

CITY COUNCIL AGENDA April 26, 2021 Final Agenda 7:00 P.M.

Note: All items presented are subject to final action.

PETITIONS

- By Scott Edlin requesting consideration for a quarterly Live Entertainment/Public Gathering
 Ward 7 license to host bands outside on the patio at On the Rail, 129 S. 4th St., beginning now until
 June 30, 2021. The Quincy Police Department has approved the request until 11:00 p.m.
- Ward 1 By John Schutte requesting consideration for a Live Entertainment/Public Gathering license for a live band at the beer garden at Uncle Bob's Bar, 1301 N. 12th St. on May 22, 2021 from 5:00 p.m.-11:00 p.m. The Quincy Police Department has approved the request.
- Ward 4

 By AirMedCare Network requesting permission to have the Air Evac helicopter at The Crossing Preschool (Crossing South parking lot) on May 6, 2021 from 10:30 a.m.-11:00 a.m. and 1:30 p.m.-2:00 p.m. The Quincy Fire Department will be handling securing the landing zone during landing and takeoff.
- Ward 4

 By Gabriel McClean requesting consideration for a Live Entertainment/Public Gathering license for a Kentucky Derby Party on May 1, 2021 at the parking lot of The Abbey, 1736 Spring St. from 3:00 p.m. 7:00 p.m. There will be live music. The Quincy Police Department has approved the request.

PROCLAMATIONS

April 30th as "Arbor Day"

Month of May as "Preservation Month"

RESOLUTIONS

Resolution Authorizing Sale of Non-Essential Property Located at 409 State Street to Todd Keck for \$1,250.

Resolution Approving And Authorizing The Execution And Delivery Of An Intergovernmental Agreement For Two Rivers Land Bank.

Aeronautics Committee, Comptroller, and Airport Director recommending approval to accept and execute the Quincy Regional Airport's CRRSA Act grant (\$1,003,408.00 under the CRRSA Act for direct airport relief and \$2,149.00 for concessionaire relief).

Utilities and Engineering Director and Central Services Committee recommending approval of the low bid from Laverdiere Construction of Macomb, IL in the amount of \$1,480,740.65 for reconstruction of Payson Ave., 16th and 20th Streets and waive Section 42.018 of the Quincy Municipal Code that requires fifty (50) percent of the employees working on the project job site reside within Adams County, Illinois.

Utilities and Engineering Director and Central Services Committee recommending approval of the low bid from D&L Excavating of Liberty, IL in the amount of \$1,431,156.65 for the reconstruction of Harrison Street (8th – 9th), Van Buren Street (8th to 9th), South 8th Street (Harrison to Van Buren), and South 9th Street (Harrison to Jackson).

Resolution requesting to appropriate an additional \$415,000.00 of REBUILD Illinois bond funds to be used for the reconstruction of North 16th Street between Locust Street and Seminary Road.

Utilities and Engineering Director and Central Services Committee recommending all bids be rejected and the project in the Willow Creek, Homestead, and Breckenridge Subdivisions be re-scoped and rebid due to bidding tabulation discrepancies.

ORDINANCE

Second reading of an ordinance entitled:

Wards 1, 3, 5

An Ordinance Annexing Certain Territories To The City Of Quincy, Adams County, Illinois, commonly known as: 3209 N. 5th Street; 1803 N. 24th Street; 2500 N. 24th Street; 1803 N. 24th Street; 1702 N. 24th Street; two lots near Quincy Farm Supply Co., and two additional lots located in Appy Acres of Prairie Ridge Subdivision.

REPORT OF FINANCE COMMITTEE

REQUESTS TO SPEAK

Email by	concerning Revocat	tion of Li	quor License
Written request speak under su	1		concerning the recent
incide	ent involving	•	

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:

April 16, 2021

SUBJECT:

Sale of 409 State St.

The city received the judicial deed through the Unsafe Building Statue for 409 State Street in January. The city advertised the sale of the dilapidated and fire damaged home hoping an adjacent property owner, contractor or developer would be interested in the property. The sale of the property would avoid the city expenses of demolition. The city received one response from the property sale ads.

Todd Keck with Keck HVAC requested to purchase the home and property for \$1250.00. Mr. Keck plans to demolish the house. Keck HVAC owns adjacent properties at 401-403, 411 State and 431 State Street with plans to purchase 409 and 411 State.

Attached is Mr. Keck's letter requesting City Council consider selling 409 State Street and the resolution authorizing the sale to Keck HVAC.

If you have any questions please let me know.

CITY OF QUINCY COUNCIL RESOLUTION FOR SALE OF NON-ESSENTIAL PROPERTY LOCATED AT 409 STATE STREET

WHEREAS, the City of Quincy is committed to improving the quality of life of its residents and elimination of blight; and

WHEREAS, the City of Quincy has established a program through the Department of Planning and Development to address unsafe and dangerous buildings; and

WHEREAS, the city of Quincy received a judicial deed to 409 State Street; and

WHEREAS, the Department of Planning and Development advertised the property for sale located at 409 State St; and

WHEREAS, the City received a proposal for the purchase of 409 State Street from Todd Keck in the amount \$1250.

NOW, THEREFORE BE IT RESOLVED that the City sell 409 State Street to Todd Keck for \$1,250. The Mayor and City Council authorize the sale of 409 State Street.

This Resolution shall be in full force and effect from and after its passage, as provided by law.

SIGNED:		
ATTEST:		Kyle Moore, Mayor
	<u> </u>	Laura Oakman, City Clerk

Chuck Bevelheimer

From:

Sent: To:

Chuck Bevelheimer Monday, April 19, 2021 11:44 AM Chuck Bevelheimer



Sent from my iPhone

If this message has originated from an EXTERNAL SOURCE. Please use proper judgement and caution when opening attachments, clicking links or responding to this email. This email was scanned by Bitdefender

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: April 19, 2021

SUBJECT: Two Rivers Land Bank Intergovernmental Agreement

A Land Bank can be used to acquire vacant lots and/or dilapidated structures in the hopes of returning them to productive use. The idea is to improve neighborhoods and stabilize the local housing market by reducing the inventory of vacant units/dilapidated structures.

An opportunity for a Land Bank to acquire these types of properties is through a county's annual property tax auction. Investors can purchase the unpaid property taxes on a lot at the auction, knowing that if the current owner does not redeem the taxes (plus interest) within roughly 2.5 years, the investor would be able to take ownership of the property. Some properties will cycle through this system multiple times, continuing to deteriorate as they do so. For others, the tax lien will be foreclosed upon by the County Trust Agent due to the taxes not being purchased by an investor. A Land Bank can intervene and break this cycle by strategically acquiring and stabilizing properties.

Officials from the city and from Adams County have met with Two Rivers Regional Council, which is coordinating with the Illinois Housing Development Authority on the establishment of the Land Bank for Western Illinois.

The proposed Land Bank Intergovernmental Agreement is between the Cites of Quincy and Jacksonville and the Counties of Adams and Morgan. Each participating government shall appoint a representative from its governing board to serve on the Land Bank Board. In addition, five experts in areas such as real estate, community development, finance, urban planning and affordable housing will be appointed as advisory members to the Land Bank Board. The powers of the Laud Bank are presented on page 3 of the Intergovernmental Agreement. As part of the Intergovernmental Agreement, both the City of Quincy and the City of Jacksonville agree to allow the Land Bank Board to exercise its authority to acquire and own real estate outside of their corporate limits.

The Quincy City Council's Neighborhood Beautification Ad-Hoc Committee, last year, recommended the establishment of a Land Bank. Attached is the previously-mentioned Intergovernmental Agreement and a resolution authorizing the Mayor to execute the Agreement. A separate resolution to appoint the City's Representative to the Land Bank Board will be forward to the City Council at a later date.

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT FOR TWO RIVERS LAND BANK

WHEREAS, there has been presented to and there is now before the meeting of the City Council of the City of Quincy, Adams County, Illinois (the "City") at which this Resolution is adopted, the form of an "Intergovernmental Agreement for the Development of the Two Rivers Land Bank (the "Agreement"), to be entered into by and between the City, the County of Adams, City of Jacksonville and Morgan County in the State of Illinois (collectively, the "Parties").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Quincy, Adams County, Illinois, as follows:

<u>Section 1.</u> That the form of the Agreement by and between the Parties, in substantially the form thereof which has been presented to and is now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

<u>Section 2.</u> That for and on behalf of the City, the Mayor is hereby authorized to execute and deliver the Agreement and the City Clerk is hereby authorized to attest to the same.

This Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED and APPROVED this	day of	, 2021.
SIGNED:		
ATTEST:	Kyle Moore, Mayor	
•	Laura Oakman, City Cler	·k

INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

AN AGREEMENT TO ESTABLISH THE TWO RIVERS LAND BANK

This Intergovernmental Contract and By-Laws Agreement is entered this theday
of 2021 by and among the undersigned units of local government (each a
"Member") for the purpose of creating and establishing an intergovernmental entity to
administer and operate a land bank to serve Adams County and Morgan County, as well as the
City of Jacksonville and City of Quincy (the "Region" or "Land Bank"). The Land Bank will
be a separate entity whose purpose will be to administer and carry out the objectives of this
Agreement, in accordance with the terms of this Agreement, as written or amended in
accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the
Illinois Constitution of 1970 (the "Constitution") and the Illinois Intergovernmental
Cooperation Act (5 ILCS 220/1 et seq.) (the "Act") and has been authorized by the corporate
authorities of each Member.

WHEREAS, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

WHEREAS, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the Region; and

WHEREAS, the Members wish to exercise their governmental powers, enumerated herein, for the benefit of the Land Bank and its Members

WHEREAS, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region;

NOW, THEREFORE, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

ARTICLE I AUTHORITY

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II PURPOSE

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Two Rivers Land Bank Authority (the "Land Bank"), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

Section 2.02. Duties. In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board of Directors and otherwise without limitation, acquire, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

ARTICLE III CREATION OF THE LAND BANK

Section 3.01. Creation and Legal Status of the Land Bank. The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank's name.

Section 3.03. Compliance with Law. The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Members. The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV POWERS OF THE LAND BANK

Section 4.01. Powers of the Land Bank. The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members, including the City of Quincy and City of Jacksonville, to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal property in the name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties
- (d) Extinguish past due tax liens to the extent permitted by law;
- (e) Exercise the statutory authority of its Members to take action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (1) Employ legal and technical consultants, other officers, agents, or employees, to be

paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;

- (m)Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Contract with counties to serve as Tax Agent pursuant to 35 ILCS 200/21-90; and
- (r) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 4.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities, nor shall the Land Bank take a political position on any topic.

Section 4.03. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

ARTICLE V BOARD OF DIRECTORS

Section 5.01. Land Bank Board Composition. The Land Bank shall be governed by the Board of Directors (the "Board"), which shall be comprised of two (2) categories of directors:

A. Local Government Directors.

The local government Members shall appoint, by resolution of their governing bodies, a representative(s) to serve as a Local Government Director of the Land Bank's Board, in accordance with the terms of this section. The Member's Local Government Director(s) shall be either: (i) the Member's Chairman/President/Mayor,

(ii) a member of the Member's governing council, board, planning commission or similar government body; (iii) the city manager or administrator or (iv) an employee or agent of the Member. Local Government Directors serve until a successor is appointed.

All Local Government Directors shall have equal voting rights. A Local Government Director may assign his/her voting powers to a proxy for one or more meetings. The proxy must be an eligible Local Government Director under the criteria set forth in this Section. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Land Bank's Board of Directors prior to the effective date of the assignment.

B. <u>Expert Directors</u>. Additionally, the Board's Local Government Directors shall appoint up to five (5) advisory members who have experience in fields related to the objectives and functions of the Land Bank, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas ("Expert Directors"). Expert Directors shall serve at pleasure of the Board

Section 5.02. Removal. A member of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in interests of the Land Bank by a two-thirds vote of the Board of Directors.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Election and Duties of Officers. A Chairperson, Vice-Chairperson, Secretary, and Treasurer (collectively "Officers") shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

A. <u>Chairperson</u>. The Chairperson shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Land Bank shall be under

the Chairperson's supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson's duties shall include execution of all deeds, leases, and contracts of the Land Bank authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

- B. <u>Vice-Chairperson</u>. The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- C. <u>Secretary/Treasurer</u>. The Secretary and Treasurer shall be responsible for all of the following tasks accordingly:
 - 1. The Secretary shall take, keep, and file the minutes of all meetings. The Secretary shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.
 - 2. The Treasurer shall be responsible for financial oversight of the Land Bank. The Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of the Land Bank into depositories designated by the Board of Directors.
 - 3. The Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.
 - 4. The Secretary and Treasurer shall be under the supervision of the Chairperson. The Secretary and Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

Section 5.05. Meetings. The Land Bank Board shall meet at least bi-annually. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("Open Meetings Act").

Section 5.06. Quorum and Voting. A quorum shall be necessary for the transaction of any

business by the Land Bank Board. A majority of the voting members of the Land Bank Board, which must include a majority of the Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Local Government Director present, provided that such voting majority includes a majority of Local Government Directors appointed and serving. No action shall be approved by the Land Bank Board without the approval of a majority of Local Government Board members appointed and serving. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

Section 5.07. Records of Meetings. Minutes shall be transcribed at all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

Section 5.08. Executive Committee. The Land Bank Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Land Bank. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

Section 5.09. Other Committees. The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Land Bank, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Land Bank Board.

Section 5.10. Fiduciary Duty. The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.11. Compensation. The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.12. Conflict of Interest. No member of the Land Bank Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

ARTICLE VI PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

Section 6.01. Employment and Compensation of Staff. The Land Bank shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. In the event that the Land Bank employs any individual, by

contract or otherwise, the Land Bank Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Land Bank, its Board and Executive Committee may also retain independent contractors.

ARTICLE VII PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION

Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Members to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the home rule member municipality's authority to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Specifically, the City of Quincy and the City of Jacksonville agree to allow the Land Bank to exercise their authority to acquire and own real property outside their corporate boundaries.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Land Bank in accordance with policies and procedures that are approved by the Land Bank Board.

Section 7.03. Holding and Managing Property. The Land Bank may exercise the authority of its home rule Members to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person. Exercising the home rule authority of the Members, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers proper and fair.

Section 7.05. Local Government Director Approval and Veto Authority. Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member municipality without the prior consent, in writing, from the Local Government Director representing that Member municipality.

BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Land Bank shall be approved by the Board of Directors.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Land Bank. The Board of Directors shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

Section 8.03. Deposits. All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Board of Directors may select. Deposits shall not exceed the FDIC insured limits for each account.

Section 8.04. Gifts. The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE IX BOOKS, RECORDS, AND FINANCES

Section 9.01. Land Bank Records. The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, a list of employees of the Land Bank and a list of Directors. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, which shall be based on a formula

approved by the Board.

Section 9.05. Financing. The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Land Bank for the performance of services, functions and responsibilities.

Section 9.06. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Land Bank Board.

Section 9.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

Section 9.08. Financial Statements and Reports. The Land Bank shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Land Bank shall begin on January 1 of each year and end on the following December 31.

ARTICLE X INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Land Bank shall hold harmless, defend and indemnify any person or Member, including Two Rivers Regional Council of Public Officials, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, , administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Director, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank. The termination of any action, suit or proceeding by judgment, order, or settlement, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Land Bank.

Section 10.03. Insurance. The Land Bank shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Land Bank, or who is or

was serving at the request of the Land Bank as a Director, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

ARTICLE XI COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS

Section 11.01. Commencement. The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end December 31st.

Section 11.02. Additional Members. The Board of Directors may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members. By a 2/3 majority vote of the Board of Directors, the power to admit new Members may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional "Members" shall be limited to units of local government in the State of Illinois.

Section 11.03. Withdrawal as a Party. Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Members. By the concurring vote of at least two-thirds (2/3) of the Local Government Directors, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The

Member may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

ARTICLE XII AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Members of the Board of Directors, appointed and serving.

ARTICLE XIII <u>DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT</u>

Section 13.01. Duration of Agreement. Except for the imitial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on January 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Terminate Agreement and Dissolve Land Bank. A decision to terminate this Agreement, dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Land Bank's debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the Local Government Directors, in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members in a manner as otherwise agreed upon by them.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. Email notifications of routine business is allowed. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Member Name:
If to Member Name:
if to wiemoer reame.
If to the Land Bank:

Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement

are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Adams County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval below.

Section 14.09. Binding Land Bank. The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual authority to bind their respective Member to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

This Intergovernmental Contract and	By-Laws Agreement	was Approved by the
Corporate Authorities of the	of	on the
day of, 20		
Mayor/President/Chairman		
Attest		

EXHIBIT A

LIST OF MEMBERS

TBD

INTERGOVERNMENTAL AGREEMENT AND BY-LAWS

AN AGREEMENT TO ESTABLISH THE TWO RIVERS LAND BANK

This Intergovernmental Contract and By-Laws Agreement is entered this theday
of 2021 by and among the undersigned units of local government (each a
"Member") for the purpose of creating and establishing an intergovernmental entity to
administer and operate a land bank to serve Adams County and Morgan County, as well as the
City of Jacksonville and City of Quincy (the "Region" or "Land Bank"). The Land Bank will
be a separate entity whose purpose will be to administer and carry out the objectives of this
Agreement, in accordance with the terms of this Agreement, as written or amended in
accordance with its terms. This Agreement is made pursuant to Article VII, Section 10 of the
Illinois Constitution of 1970 (the "Constitution") and the Illinois Intergovernmental
Cooperation Act (5 ILCS 220/1 et seq.) (the "Act") and has been authorized by the corporate
authorities of each Member.

WHEREAS, in recent years a substantial number of properties in the Region have become vacant, dilapidated, and non-revenue generating; and

WHEREAS, these properties contain numerous violations of health and safety ordinances, contribute to the blight and deterioration within the Region, and impose a significant economic burden upon municipalities within the Region; and

WHEREAS, there exists within the Region the need for (i) the creation of safe, decent housing for existing and future residents, (ii) the return of abandoned properties to productive use including, but not limited to, the payment of tax revenues, (iii) opportunities for the revitalization of deteriorating residential, retail, industrial and commercial neighborhoods, and (iv) available properties for use as public parks, green spaces, water retention and other public purposes; and

WHEREAS, the Members desire to enter into this cooperation agreement to create an intergovernmental entity as an independent land banking authority in order to address most efficiently and effectively these needs within the Region; and

WHEREAS, the Members wish to exercise their governmental powers, enumerated herein, for the benefit of the Land Bank and its Members

WHEREAS, the Members agree that the establishment of such an authority would be beneficial to the people and local governments within the Region;

NOW, THEREFORE, the Members agree to the following terms in accordance with the authority set forth in the Illinois Constitution and laws of the State of Illinois:

ARTICLE I AUTHORITY

Section 1.01. Authority. This Agreement is entered into pursuant to the authority set forth in Article VII, Section 10 of the Illinois Constitution and the laws of the State of Illinois set forth in 5 ILCS 220/1 *et seq.*, and the authority granted to governments by Constitutional and statutory powers.

ARTICLE II PURPOSE

Section 2.01. Purpose. Pursuant to and in accordance with this Agreement, the Members shall jointly form and operate a land banking authority, named Two Rivers Land Bank Authority (the "Land Bank"), to foster the public purpose of combating community deterioration by returning property to productive use in order to provide open space, housing, industry, and employment for citizens within the Region.

Section 2.02. Duties. In carrying out its purpose, the Land Bank shall, in accordance with applicable laws, codes, policies and procedures approved by the Land Bank Board of Directors and otherwise without limitation, acquire, manage and dispose of certain real and personal property and perform other functions, services, and responsibilities as may be assigned to the Land Bank by its Members.

ARTICLE III CREATION OF THE LAND BANK

Section 3.01. Creation and Legal Status of the Land Bank. The Members agree to cause the creation of the Land Bank as an intergovernmental entity to implement the functions, services, and responsibilities contemplated by this Agreement.

Section 3.02. Title to Land Bank Assets. Except as otherwise provided in this Agreement, the Land Bank shall have exclusive title to all real property transferred to, purchased by, or otherwise acquired by the Land Bank. No Member shall have an ownership interest in any real or personal property held in the Land Bank's name.

Section 3.03. Compliance with Law. The Land Bank shall comply with all applicable federal and State laws, rules, regulations, and orders.

Section 3.04. Relationship of Members. The Members agree that no Member shall be responsible or liable, in whole or in part, for the acts of the Land Bank, or the employees, agents, and servants of the Land Bank, or any other Member acting separately or in conjunction with the implementation of this Agreement. The Members shall only be bound and obligated under this Agreement as expressly agreed to by each Member. No Members may obligate any other Member. No member shall be obligated or liable for any debt, obligation, or liability of the Land Bank.

Section 3.05. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person or entity other than a Member any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Member's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV POWERS OF THE LAND BANK

Section 4.01. Powers of the Land Bank. The Members hereby confer upon the Land Bank, to the full extent of the Member's constitutional and statutory authority, the authority to do all things necessary or convenient to implement the purposes, objectives, and provisions of this Agreement, and take all related actions. Among other powers, the Land Bank shall exercise and enjoy the authority of its home rule Members, including the City of Quincy and City of Jacksonville, to:

- (a) Purchase, accept or otherwise acquire real and personal property from any entity, including, but not limited to, other governmental units and private third parties;
- (b) Hold real and personal property in the name of the Land Bank for the purposes set forth herein;
- (c) Sell real and personal property held by the Land Bank to any entity, including, but not limited to, other governmental units and private third parties
- (d) Extinguish past due tax liens to the extent permitted by law;
- (e) Exercise the statutory authority of its Members to take action, lien property, foreclose on liens, and petition a Circuit Court for a declaration of abandonment pursuant to 65 ILCS 5/11-31-1(d), as an agent of an individual Member;
- (f) Sue and be sued in its own name, including, defending the actions of the Land Bank;
- (g) Borrow money and issue notes through the Land Bank;
- (h) Enter into contracts and other instruments in any capacity, necessary, incidental, or convenient to the performance of the Land Bank's duties and the exercise of its powers, including, but not limited to, agreements with Members or other local governments regarding the disposition of Land Bank properties located within their respective municipal boundaries;
- (i) Solicit and accept gifts, grants, labor, loans, and other aid from any person or entity, or the federal government, the State of Illinois, or a political subdivision of the State of Illinois, or any agency of the federal government;
- (j) Procure insurance or another method to reduce loss in connection with the property, assets, or activities of the Land Bank;
- (k) Invest money of the Land Bank, in instruments, obligations, securities, or property which are permitted investments of a unit of local government;
- (l) Employ legal and technical consultants, other officers, agents, or employees, to be

paid from the funds of the Land Bank. The Land Bank shall determine the qualifications, duties, and compensation of those it employs. The Board of Directors of the Land Bank may delegate to one or more, officers, agents, or employees any powers or duties it considers proper;

- (m)Contract for goods and services and engage personnel as necessary, to be paid from the funds of the Land Bank;
- (n) Study, develop, and prepare any reports or plans the Land Bank considers necessary to assist it in the exercise of its powers under this Agreement and to monitor and evaluate the progress of the Land Bank under this Agreement;
- (o) Enter into contracts for the demolition of, the maintenance, management, and improvement of, the collection of rent from, or the sale of real property held by the Land Bank;
- (p) Acquire properties, without a cash bid, from the County Trustee for Taxing Districts, through the entity appointed as Tax Agent pursuant to 35 ILCS 200/21-90,
- (q) Contract with counties to serve as Tax Agent pursuant to 35 ILCS 200/21-90; and
- (r) Do all other things necessary or convenient to achieve the objectives and purposes of the Land Bank or other laws that relate to the purposes and responsibilities of the Land Bank.

Section 4.02. Limitation on Political Activities. The Land Bank shall not spend any public funds on political activities, nor shall the Land Bank take a political position on any topic.

Section 4.03. Non-Discrimination. The Land Bank shall comply with all applicable laws prohibiting discrimination. The Land Bank shall not fail or refuse to hire, recruit, or promote; demote; discharge; or otherwise discriminate against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Land Bank shall not provide services in a manner that discriminates against a person with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, disability, or genetic information that is unrelated to the person's ability to receive services from the Land Bank.

ARTICLE V BOARD OF DIRECTORS

Section 5.01. Land Bank Board Composition. The Land Bank shall be governed by the Board of Directors (the "Board"), which shall be comprised of two (2) categories of directors:

A. Local Government Directors.

The local government Members shall appoint, by resolution of their governing bodies, a representative(s) to serve as a Local Government Director of the Land Bank's Board, in accordance with the terms of this section. The Member's Local Government Director(s) shall be either: (i) the Member's Chairman/President/Mayor,

(ii) a member of the Member's governing council, board, planning commission or similar government body; (iii) the city manager or administrator or (iv) an employee or agent of the Member. Local Government Directors serve until a successor is appointed.

All Local Government Directors shall have equal voting rights. A Local Government Director may assign his/her voting powers to a proxy for one or more meetings. The proxy must be an eligible Local Government Director under the criteria set forth in this Section. The temporary proxy assignment must be in written form, identify the duration of the assignment, contain an original signature of the Local Government Director, and be presented to the Chairperson of the Land Bank's Board of Directors prior to the effective date of the assignment.

B. <u>Expert Directors</u>. Additionally, the Board's Local Government Directors shall appoint up to five (5) advisory members who have experience in fields related to the objectives and functions of the Land Bank, including real estate development, community development, economic development, finance, urban planning, affordable housing, or other related areas ("Expert Directors"). Expert Directors shall serve at pleasure of the Board

Section 5.02. Removal. A member of the Land Bank Board appointed under Section 5.01 may be removed for any reason deemed in the best in interests of the Land Bank by a two-thirds vote of the Board of Directors.

Section 5.03. Vacancies. Any vacancy among the Board caused by death, resignation, disqualification, or removal shall be filled as soon as practicable. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

Section 5.04. Election and Duties of Officers. A Chairperson, Vice-Chairperson, Secretary, and Treasurer (collectively "Officers") shall be elected from the pool of Local Government Directors, by a majority vote of the Board of Directors, to serve two year terms.

A. <u>Chairperson</u>. The Chairperson shall be the principal executive officer of the Land Bank and shall preside at all meetings of the Board of Directors. Subject to any policies adopted by the Board of Directors, the Chairperson shall have the right to supervise and direct the management and operation of the Land Bank and to make all decisions as to policy and otherwise which may arise between meetings of the Board of Directors, and the other officers and employees of the Land Bank shall be under

the Chairperson's supervision and control during such interim. The Chairperson shall give, or cause to be given, notice of all meetings of the Board of Directors. The Chairperson's duties shall include execution of all deeds, leases, and contracts of the Land Bank authorized by the Board. The Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

- B. <u>Vice-Chairperson</u>. The Vice-Chairperson, shall, in the absence or disability of the Chairperson, perform the duties and have the authority and exercise the powers of the Chairperson. The Vice Chairperson shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.
- C. <u>Secretary/Treasurer</u>. The Secretary and Treasurer shall be responsible for all of the following tasks accordingly:
 - 1. The Secretary shall take, keep, and file the minutes of all meetings. The Secretary shall assure that all votes, actions and the minutes of all Board meetings are recorded and shall perform like duties for the Executive and other committees when required.
 - 2. The Treasurer shall be responsible for financial oversight of the Land Bank. The Treasurer shall ensure the Land Bank has the custody of the Land Bank funds and securities and shall ensure that the Land Bank keeps full and accurate accounts of receipts and disbursements of the Land Bank, and shall ensure that all the deposit of monies and other valuables are in the name and to the credit of the Land Bank into depositories designated by the Board of Directors.
 - 3. The Treasurer shall ensure the disbursement of funds of the Land Bank as ordered by the Board of Directors, and that financial statements are prepared each month or at such other intervals as the Board of Directors shall direct.
 - 4. The Secretary and Treasurer shall be under the supervision of the Chairperson. The Secretary and Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairperson may from time to time delegate.

Section 5.05. Meetings. The Land Bank Board shall meet at least bi-annually. The place, date, and time of the Land Bank Board's meetings shall be determined at the discretion of the Land Bank Board in accordance with all applicable Illinois laws. The Land Bank Board may meet at any time and at any frequency that is consistent with Illinois law. Meetings may be called by the Chairperson or any two voting members of the Land Bank Board. To the extent it applies, meetings shall be held in compliance with the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. ("Open Meetings Act").

Section 5.06. Quorum and Voting. A quorum shall be necessary for the transaction of any

business by the Land Bank Board. A majority of the voting members of the Land Bank Board, which must include a majority of the Local Government Directors appointed and serving, shall constitute a quorum for the transaction of business. Except as otherwise provided in this Agreement, the Land Bank Board shall only act: 1) in meetings attended by a quorum of the Board; and 2) by a majority vote of all Local Government Director present, provided that such voting majority includes a majority of Local Government Directors appointed and serving. No action shall be approved by the Land Bank Board without the approval of a majority of Local Government Board members appointed and serving. The Board can permit electronic or remote attendance in accordance with the Open Meetings Act.

Section 5.07. Records of Meetings. Minutes shall be transcribed at all meetings, approved by the Land Bank Board, and maintained by the Land Bank.

Section 5.08. Executive Committee. The Land Bank Board may choose Directors to serve on an Executive Committee. The Executive Committee shall include the officers of the Land Bank. The Executive Committee shall exercise such powers and responsibilities as are granted it in the motion creating the Committee, and in later amendments to the motion.

Section 5.09. Other Committees. The Board of Directors may provide for such other committees consisting in whole or in part of persons who are not directors of the Land Bank, as it deems necessary or desirable, and discontinue any such committee at its pleasure. To the extent allowed by this Agreement, each such committee shall have such powers and perform such specific duties or functions prescribed to it by the Land Bank Board.

Section 5.10. Fiduciary Duty. The members of the Land Bank Board have a fiduciary duty to conduct the activities and affairs of the Land Bank in the Land Bank's best interests. The members of the Land Bank Board shall discharge their duties in good faith and with the care an ordinarily prudent individual would exercise under similar circumstances.

Section 5.11. Compensation. The members of the Land Bank Board shall receive no compensation for the performance of their duties. The Land Bank may reimburse members of the Land Bank Board for actual and necessary expenses incurred in the discharge of their official duties.

Section 5.12. Conflict of Interest. No member of the Land Bank Board shall vote on any matter in which such Director or any parent, spouse, child, partner, employer, client or similar business or personal relationship or entity has an interest in any property or business that would be affected by such action. Directors shall annually disclose all known conflicts of interest. In the event that a Director abstains from a specific vote due to a conflict of interest, the conflict shall be identified in the Board's meeting minutes.

ARTICLE VI PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

Section 6.01. Employment and Compensation of Staff. The Land Bank shall directly employ, through contract or otherwise, any staff deemed necessary to carry out the duties and responsibilities of the Land Bank. In the event that the Land Bank employs any individual, by

contract or otherwise, the Land Bank Board shall have the authority to set the terms and conditions of employment, including benefits and compensation. The Land Bank, its Board and Executive Committee may also retain independent contractors.

ARTICLE VII PROPERTY ACQUISITION, MANAGEMENT, AND DISPOSITION

Section 7.01. Acquisition of Property. Except as otherwise provided in this Agreement, the Land Bank may exercise the powers of an Illinois intergovernmental entity and the powers of its non-home rule or of its home rule Members to acquire by gift, devise, transfer, exchange, foreclosure, purchase, or any other means real or personal property or rights or interests in real or personal property on terms and conditions and in a manner the Land Bank considers proper or necessary to carry out the purposes of this Agreement. Unless otherwise indicated by the Board, the Land Bank will exercise the home rule member mumicipality's authority to acquire, hold, and dispose of real property. Real property acquired by the Land Bank by purchase may be made by purchase contract, lease purchase agreement, installment sales contract, land contract, donative transfer, grant, or otherwise. Specifically, the City of Quincy and the City of Jacksonville agree to allow the Land Bank to exercise their authority to acquire and own real property outside their corporate boundaries.

Section 7.02. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the Land Bank, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the Land Bank in accordance with policies and procedures that are approved by the Land Bank Board.

Section 7.03. Holding and Managing Property. The Land Bank may exercise the authority of its home rule Members to hold and own in the Land Bank's name any property acquired by the Land Bank or otherwise transferred or conveyed to the Land Bank by a government unit, an intergovernmental entity, or any other public or private person. Exercising the home rule authority of the Members, the Land Bank may control, hold, manage, maintain, operate, repair, lease, convey, demolish, relocate, rehabilitate, or take all other actions necessary to preserve the value of the property it holds or owns.

Section 7.04. Transfer of Interests in Property. The Land Bank may exercise the authority of its home rule Members to convey, sell, transfer, exchange, lease, or otherwise dispose of property or rights or interests in property in which the Land Bank holds a legal interest to any public or private person or entity for any amount of consideration the Land Bank considers proper and fair.

Section 7.05. Local Government Director Approval and Veto Authority. Notwithstanding any other provision herein, the Land Bank may not acquire or sell any property within the corporate limits of a Member municipality without the prior consent, in writing, from the Local Government Director representing that Member municipality.

BORROWING, CHECKS, DEPOSITS AND FUNDS

Section 8.01. Bonding and Borrowing. Any borrowing of money or notes by the Land Bank shall be approved by the Board of Directors.

Section 8.02. Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Land Bank shall be signed by such officer or officers, agent or agents, of the Land Bank and in such other manner as may from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Chairperson or the Vice-Chairperson of the Land Bank. The Board of Directors shall require all individuals who handle funds of the Land Bank to qualify for a security bond to be obtained by the Land Bank, at the expense of the Land Bank, in an amount not less than \$100,000.00.

Section 8.03. Deposits. All funds of the Land Bank shall be deposited from time to time to the credit of the Land Bank in such banks, trust companies or other depositories as the Board of Directors may select. Deposits shall not exceed the FDIC insured limits for each account.

Section 8.04. Gifts. The Land Bank may acquire by gift, bequest, or devise any real or personal property or interests in real or personal property for the general purposes or for any special purpose of the Land Bank on terms and conditions and in a manner the Board of Directors considers appropriate.

ARTICLE IX BOOKS, RECORDS, AND FINANCES

Section 9.01. Land Bank Records. The Land Bank shall keep and maintain at its principal office, all documents and records of the Land Bank, which shall be available to the Members upon request. The records shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity.

Section 9.02. Annual Reports. Not less than annually, the Land Bank shall file with the Members a report detailing the activities of the Land Bank, the total income and expenses of the Land Bank, an inventory of real property held by the Land Bank, a list of employees of the Land Bank and a list of Directors. The Land Bank shall provide any additional information as may be reasonably requested by the Members.

Section 9.03. Freedom of Information Act. To the extent that the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 *et seq.*, applies to the Land Bank, the Secretary shall be the designated FOIA officer for all requests.

Section 9.04. Establishment of Budget and Annual Contribution. The Land Bank Board shall establish the Land Bank's budget annually and submit this budget to the Members for each Fiscal Year. The Budget may be amended by action of the Board. The Budget may provide for requested annual contributions, if any, from the Members, which shall be based on a formula

approved by the Board.

Section 9.05. Financing. The Members may, but shall not be obligated to, grant or loan funds to the Land Bank for operations of the Land Bank. The Members may, but shall not be obligated to, enter into separate agreements with the Land Bank for the performance of services, functions and responsibilities.

Section 9.06. Deposits and Investments. The Land Bank shall deposit and invest funds of the Land Bank, not otherwise employed in carrying out the purposes of the Land Bank, in accordance with an investment policy established by the Land Bank Board.

Section 9.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the Land Bank Board.

Section 9.08. Financial Statements and Reports. The Land Bank shall annually have an audit prepared. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

Section 9.09. Fiscal Year. The fiscal year of the Land Bank shall begin on January 1 of each year and end on the following December 31.

ARTICLE X INDEMNITY AND INSURANCE

Section 10.01. General. Notwithstanding any provision in this Agreement to the contrary, individuals who serve as Directors, officers, employees and agents shall have all rights of indemnification and defense provided under law.

Section 10.02. Third Party Actions. The Land Bank shall hold harmless, defend and indemnify any person or Member, including Two Rivers Regional Council of Public Officials, who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, , administrative or investigative (other than an action by or in the right of the Land Bank) by reason of the fact that he, she or it is or was a Director, officer, member, employee or agent of the Land Bank, or who is or was serving at the request of the Land Bank as a Director, officer, employee, or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Land Bank. The termination of any action, suit or proceeding by judgment, order, or settlement, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Land Bank.

Section 10.03. Insurance. The Land Bank shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Land Bank, or who is or

was serving at the request of the Land Bank as a Director, officer, employee or agent of another Land Bank, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his or her status as such.

Section 10.04. No Waiver of Governmental Immunity. The Members agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Member of any governmental immunity provided under any applicable law.

ARTICLE XI COMMENCEMENT ADDITIONAL MEMBERS AND WITHDRAWALS

Section 11.01. Commencement. The Land Bank shall commence its existence as an intergovernmental entity when two (2) or more of the Members, whose names are set forth on Exhibit "A," attached to and made a part of this Agreement have, by acts of their Corporate Authorities, approved this Intergovernmental Agreement and By-Laws document. Once in existence, the initial term of the Land Bank shall be for the remainder of that portion of the fiscal year to come, which shall end December 31st.

Section 11.02. Additional Members. The Board of Directors may admit Members as members of the Land Bank upon a concurrence of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving. The Member may be admitted to membership under whatever terms and conditions the Board of Directors shall establish, but such new Members shall be subject to at least the minimum requirements, which apply to all other Members. By a 2/3 majority vote of the Board of Directors, the power to admit new Members may be assigned to the Executive Committee under whatever terms and conditions are included within the authorizing motion. Additional "Members" shall be limited to units of local government in the State of Illinois.

Section 11.03. Withdrawal as a Party. Any Member to this Agreement shall have the right to withdraw as a party to this Agreement, and thereby terminate its participation in the Land Bank at the expiration of the first term and thereafter at any subsequent one-year term by giving sixty (60) calendar days advance written notice to all other parties to this Agreement. Upon the effective withdrawal of any Member to this Agreement, the Member so withdrawing will forfeit any and all rights to whatever funds or other assets the Member has contributed to the Land Bank. To the extent that any withdrawing Member incurs an obligation to the Land Bank prior to withdrawal, said Member shall remain legally and financially responsible for that obligation after withdrawal.

Section 11.04. Expulsion of Members. By the concurring vote of at least two-thirds (2/3) of the Local Government Directors, in each case appointed and serving, any Member may be expelled. Such expulsion may be carried out for one or more of the following reasons: (a) Failure to make payments due to the Land Bank; (b) Failure to transfer property to the Land Bank which it had previously agreed in writing to do; (c) Failure to carry out any obligation of a Member which impairs the ability of the Land Bank to carry out its purpose or powers. No Member may be expelled except after notice from the Chairman of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The

Member may request a hearing before the Board of Directors before any decision is made as to whether the expulsion shall take place. The Board shall set the date for hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. The decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged defect shall be final in the absence of fraud or a gross abuse of discretion. The Board of Directors shall select the date at which the expulsion of the Member shall be effective. If the motion to expel the Member, made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place thirty (30) days after the date of the vote of the Board of Directors expelling the Members. A motion to expel a Member for the reasons set forth in Subsection (a) or Subsection (d) or more than one failure to cure may be made and be effective immediately after the vote of the Board of Directors expelling the Member. After expulsion, the former Member shall continue to be fully obligated for its portion of any payments due to the Land Bank or other obligations which were created during the time of its membership.

ARTICLE XII AMENDMENTS TO AGREEMENT

Section 12.01. Amendments. Any amendments to this Agreement shall be in writing and shall have a concurrence of at least two-thirds (2/3) of all voting Members of the Board of Directors, appointed and serving.

ARTICLE XIII DURATION, TERMINATION AND DISSOLUTION OF AGREEMENT

Section 13.01. Duration of Agreement. Except for the initial period of the Land Bank's existence, which extends until the beginning of the first complete fiscal year on January 1st, this Agreement shall remain in full force and effect for periods of one (1) fiscal year. At the beginning of each fiscal year, the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

Section 13.02. Decision to Terminate Agreement and Dissolve Land Bank. A decision to terminate this Agreement, dissolve the Land Bank and to distribute the Land Bank's assets in a particular manner in accordance with this Agreement shall require a concurring vote of at least two-thirds (2/3) of all voting members of the Board of Directors, appointed and serving, and provided that written notice of such meeting has included a full description of the plan of dissolution.

Section 13.03. Dissolution and Distribution of Assets. In the event this Agreement is terminated, the Land Bank shall dissolve and conclude its affairs, first paying all of the Land Bank's debts, liabilities, and obligations to its creditors and then paying any expenses incurred in connection with the termination of the Land Bank. If any assets remain, they shall be distributed to any successor entity, subject to a concurring vote of at least two-thirds (2/3) of the Local Government Directors, in each case appointing and serving. In the event that no successor entity exists, the remaining assets shall be distributed to the Members in a manner as otherwise agreed upon by them.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Member shall be sent to that Member by first-class mail. Email notifications of routine business is allowed. All correspondence shall be considered delivered to a Member as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail. Correspondence or notices shall be sent to the persons and addresses indicated below or to such other addresses as a Member shall notify the other Members of in writing pursuant to the provisions of this section:

If to Member Name:
If to Member Name:
If to the Land Bank:
II to the Land Bank.

Section 14.02. Entire Agreement. This Agreement sets forth the entire agreement between the Members and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement

are contractual.

Section 14.03. Interpretation of Agreement. All powers granted to the Land Bank under this Agreement shall be interpreted broadly to effectuate the intent and purposes of the Agreement and not to serve as a limitation of powers. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning and not construed strictly for or against any Member.

Section 14.04. Severability of Provisions. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion thereof, shall not affect the validity of the remaining provisions of this Agreement.

Section 14.05. Governing Law. This Agreement is made and entered into in the State of Illinois and shall in all respects be interpreted, enforced, and governed under the laws of the State of Illinois without regard to the doctrines of conflict of laws. Jurisdiction and agreed upon venue shall be in the Circuit Court of Adams County.

Section 14.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 14.07. Terminology. All terms and words used in this Agreement, regardless of the number, are deemed to include any other number as the context may require.

Section 14.08. Effective Date. This Agreement shall become effective as of the date of approval below.

Section 14.09. Binding Land Bank. The individuals executing this Agreement on behalf of the Members represent that they have the legal power, right, and actual authority to bind their respective Member to the terms and conditions of this Agreement.

Section 14.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

[REMAINDER LEFT BLANK]

Inis Intergovernmental Contract and	By-Laws Agreement	was Approved by the
Corporate Authorities of the	of	on the
day of		
Mayor/President/Chairman		
Attest		

EXHIBIT A

LIST OF MEMBERS

TBD

RESOLUTION

WHEREAS, the City of Quincy is the owner and operator of the Quincy Regional Airport; and

WHEREAS, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA), signed into law December 27, 2020, includes \$2 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the COVID-19 pandemic; and

WHEREAS, the Quincy Regional Airport has been awarded \$1,003,408.00 under the CRRSA Act for direct airport relief; and

WHEREAS, the Quincy Regional Airport has been awarded \$2,149.00 for concessionaire relief; and

WHEREAS, the City of Quincy wishes to enter into an agreement with the Federal Aviation Administration to accept and execute a grant for said funds; and

WHEREAS, the funds will be used to cover operating and payroll expenses; and

WHEREAS, the funds will be dispersed to the City on a reimbursement basis; and

WHEREAS, this grant is 100% funded by the CRRSA Act and requires no local match; and

THEREFORE, BE IT RESOLVED, the Aeronautics Committee, Comptroller, and Airport Director recommend to the Mayor and City Council authorization to accept and execute the Quincy Regional Airport's CRRSA Act grant and all other agreements and documentation required for its administration.

Sandra Shore Airport Director April 26, 2021



Airports Division Great Lakes Region Illinois,Indiana,Wisconsin FAA CHI ADO 2300 E. Devon Ave Des Plaines, IL 60018

CRRSA Transmittal Letter

April 19, 2021

Mr. Kyle A. Moore Mayor City of Quincy, IL Quincy Regional Airport 1645 HWY 104 Quincy, IL 62305

Dear Mr. Moore:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-17-0085-043-2021 for Quincy Regional-Baldwin Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than May 26, 2021 in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the <u>ACRGP Frequently Asked Questions</u> for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.

A closeout report (A sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Deb Bartell Manager, Chicago Airports District Office



AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federa	al Award Offer Date	e April 19, 2021	
Airpor	t/Planning Area	Quincy Regional-Baldwin Field Airport	
ACRGF	Grant Number	3-17-0085-043-2021	
Unique	e Entity Identifier	787571918	
TO:	City of Quincy		
	(herein called the "Sr	nonsor")	

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated February 16, 2021, for a grant of Federal funds at or associated with the Quincy Regional-Baldwin Field Airport, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the Quincy Regional-Baldwin Field Airport, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to

reimburse airport operational and maintenance expenses directly related to Quincy Regional-Baldwin Field incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

 Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$1,003,408, allocated as follows:

\$3,124 Primary KC2021

\$1,000,284 Primary KQ2021

- Grant Performance. This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 - Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 - The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

- Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
- The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the
 conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities
 as applicable.
- 3. <u>Unallowable Costs</u>. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the
 indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for
 Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs. The United States' share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 26, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 15. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 17. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not
 - Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant,
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either —
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals -
 - In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - Submission of Complaint A person who believes that they have been subjected to a
 reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint
 regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of
 Transportation.
 - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not
 to conduct or continue an investigation by the Office of Inspector General, the person
 submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. <u>Limitations</u>. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
- 22. <u>Face Coverings Policy</u>. The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until <u>Executive Order 13998</u>, <u>Promoting COVID-19 Safety in Domestic and International Travel</u>, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

- Equipment or Vehicle Replacement. The Sponsor agrees that when using funds provided by this
 grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment
 shall be classified and used as airport revenue.
- 2. <u>Equipment Acquisition</u>. The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
- 3. <u>Low Emission Systems</u>. The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

- 4. <u>Utilities Proration</u>. For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 5. Utility Relocation in Grant. The Sponsor understands and agrees that:
 - The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
- Land Acquisition. Where funds provided for by this grant are used to acquire land, the Sponsor shall
 record the grant agreement, including the grant assurances and any and all related requirements,

encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 19, 2021

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

	(Signature)
Deb Bartell	
	(Typed Name)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹ Dated

	City of Quincy
	(Name of Sponsor)
	(Signature of Sponsor's Designative Official/Representative)
By:	(Type Name of Sponsor's Designative Official/Representative)
Title:	# # Control of the second of t
	(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Illinois. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

y:				
	(Signature o	of Sponsor's A	ttorney)	

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: 4/26/2021 City Council Meeting

Payson Ave. - South 16th to South 20th bid

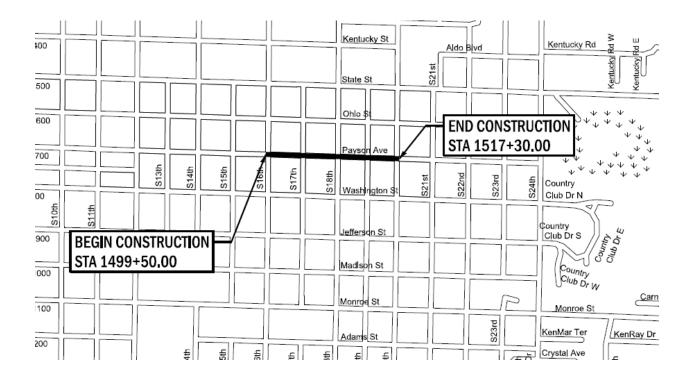
Bids were opened on Wednesday, April 7th for the reconstruction of Payson Ave. from South 16th to South 20th. Work includes resurfacing, sewer repairs, new water main, sidewalks, and related items. 3 bids were received (Bid tab attached):

Laverdiere Construction - \$1,480,740.65 D & L Excavating - \$1,831,977.52 Rees Construction - \$1,636,775.70

Estimate - \$1,593,623.20

This project is to be constructed with 2019 Bond, water, & sewer funds.

Laverdiere is requesting that Section 42.018 (50% Adams County employees) be waived by the Council.



RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for the reconstruction of Payson Avenue, 16th and 20th Streets, which includes road resurfacing, installation of new watermain, sewer repair, sidewalks, and other related items; and,

WHEREAS, the following bids were received:

D&L Excavating Liberty, Illinois	\$1,831,977.52
Rees Construction Company Quincy, Illinois	\$1,636,775.70
Laverdiere Construction, Inc. Macomb, Illinois	\$1,480,740.65
Engineer's Estimate	\$1 593 623 20

WHEREAS, the bids have been reviewed by the Director of Utilities and Engineering and found to be acceptable; and,

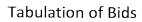
WHEREAS, funding for this project is available in the 2019B GO Bond Street Project Fund, Water Fund, and Sewer Fund fiscal year budgets; and,

WHEREAS, to allow for the uninterrupted progression of these projects in the event that changes or modifications are required, an additional 10% over the amount of the bid shall be included in the encumbrance for these projects; and,

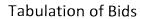
WHEREAS, Laverdiere Construction of Macomb, Illinois has submitted the low bid and requests that the City of Quincy waive Section 42.018 of the Quincy Municipal Code that requires fifty (50) percent of the employees working on the project job site reside within Adams County, Illinois.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Central Services Committee recommend to the Mayor and Quincy City Council that the low bid from Laverdiere Construction of Macomb, Illinois in the amount of \$1,480,740.65 be accepted, that Section 42.018 of the Quincy Municipal Code be waived, and the Mayor be authorized to sign the necessary contract documents.

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



Project #:	MR 649	Date:	04/07/21			Name of Bidder:	F	Rees Cons	stru	ction Co.	D&LE	xcav	ating Inc.		Laverdiere	Co	nstruction
Description:	Payson Ave 16th to 20th	Time:	11:00 AM			Address of Bidder:		517 Kent	uck	y Street	4050		404			_	_
Bid Estimate:	\$ 1,593,623.20							P.O. I			l .	-	vay 104 62347		4055 W. Ji Macom		on Street 61455
				Engi	neer'	s Estimate]	Quincy,	, IL	62306							
Item No.	Items	Units	Quantity	Unit Price		Total	Uni	it Price		Total	Unit Price	_	Total	U	nit Price		Total
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT			00 \$		\$	45.00	\$	1,080.00	\$ 50.0	00	\$ 1,200.00	\$	30.00	\$	720.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	242		00 \$	10,890.00	\$	62.00	\$	15,004.00	\$ 60.0	00 :	14,520.00	\$	50.00	\$	12,100.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1704	\$ 2.3	0 \$	3,919.20	\$	8.00	\$	13,632.00	\$ 2.0	00	\$ 3,408.00	\$	3.00	\$	5,112.00
Q2080015	TRENCH BACKFILL	TON	2055	\$ 35.0	00 \$	71,925.00	\$	36.00	\$	73,980.00	\$ 45.0	00 :	92,475.00	\$	24.00	\$	49,320.00
Q2500010	SEEDING, CLASS 1A, SPECIAL	ACRE	0.5	\$ 8,000.0	00 \$	4,000.00	\$ 18	,000.00	\$	9,000.00	\$ 32,000.0	00	16,000.00	\$ 1	2,407.00	\$	6,203.50
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	100	\$ 5.0	00 \$	500.00	\$	4.00	\$	400.00	\$ 5.0	00	\$ 500.00	\$	1.00	\$	100.00
35100300	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	808	\$ 7.0	00 \$	5,656.00	\$	11.00	\$	8,888.00	\$ 14.0	00 :	11,312.00	\$	8.00	\$	6,464.00
35100700	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	2330	\$ 15.0	00 \$	34,950.00	\$	16.00	\$	37,280.00	\$ 18.0	00 :	41,940.00	\$	15.00	\$	34,950.00
35300100	PORTLAND CEMENT CONCRETE BASE COURSE 6"	SQ YD	615	\$ 72.0	00 \$	44,280.00	\$	105.00	\$	64,575.00	\$ 85.0	00 :	52,275.00	\$	83.00	\$	51,045.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	4464	\$ 2.2	0 \$	9,820.80	\$	2.00	\$	8,928.00	\$ 3.0	00	13,392.00	\$	2.10	\$	9,374.40
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	4667	\$ 2.2	0 \$	10,267.40	\$	2.10	\$	9,800.70	\$ 3.0	00 :	14,001.00	\$	2.25	\$	10,500.75
40600990	TEMPORARY RAMP	SQ YD	652	\$ 1.0	00 \$	652.00	\$	1.00	\$	652.00	\$ 0.0)1 !	6.52	\$	1.00	\$	652.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	692	\$ 125.0	00 \$	86,500.00	\$	125.00	\$	86,500.00	\$ 150.0	00 5	103,800.00	\$	133.00	\$	92,036.00
40604150	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	692	\$ 130.0	00 \$	89,960.00	\$	130.00	\$	89,960.00	\$ 160.0	00 5	110,720.00	\$	138.00	\$	95,496.00
42001300	PROTECTIVE COAT	SQ YD	2204	\$ 3.2	0 \$	7,052.80	\$	3.00	\$	6,612.00	\$ 3.0	00	6,612.00	\$	2.00	\$	4,408.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	216	\$ 105.0	0 \$	22,680.00	\$	105.00	\$	22,680.00	\$ 88.0	00 !	19,008.00	\$	80.00	Š	
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	139	\$ 115.0	0 \$	15,985.00	\$	120.00	\$	16,680.00	\$ 100.0	00 !	13,900.00	\$	90.00	\$	12,510.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	11889	\$ 11.0	0 \$	130,779.00	\$	12.00	\$	142,668.00	\$ 12.0	00 5	142,668.00	\$	14.00	\$	166,446.00
42400800	DETECTABLE WARNINGS	SQ FT	240	\$ 50.0	0 \$	12,000.00	\$	50.00	\$	12,000.00	\$ 45.0	00 :	10,800.00	\$	51.00	\$	
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	5639	\$ 6.0	0 \$	33,834.00	\$	7.00	\$	39,473.00	\$ 7.0	00 5	39,473.00	\$	6.00	\$	33,834.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	319	\$ 20.0	0 \$	6,380.00	\$	18.00	\$	5,742.00	\$ 15.0	00 :	4,785.00	\$	13.00	\$	4,147.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	76	\$ 75.0	0 \$	5,700.00	\$	19.00	\$	1,444.00	\$ 10.0	00	760.00	\$	6.00	\$	456.00
44000600	SIDEWALK REMOVAL	SQ FT	11099	\$ 3.0	0 \$	33,297.00	\$	3.00	\$	33,297.00	\$ 2.0	00 5	22,198.00	\$	2.00	\$	22,198.00
44201737	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	2	\$ 250.0	0 \$	500.00	\$	400.00	\$	800.00	\$ 200.0	00	\$ 400.00	5	153.00	<u> </u>	
44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	67	\$ 275.0	0 \$	18,425.00	\$	275.00	\$	18,425.00	\$ 165.0	00 5	11,055.00	s	153.00	Ś	10,251.00
44200065	PAVEMENT PATCHING, TYPE II, 6 INCH	SQ YD	18	\$ 220.0	0 \$	3,960.00	\$	275.00	\$	4,950.00	\$ 180.0	00 :	3,240.00	\$		\$	2.754.00
44200069	PAVEMENT PATCHING, TYPE III, 6 INCH	SQ YD	165	\$ 220.0	0 \$	36,300.00	\$	225.00	\$	37,125.00	\$ 155.0	00 5	25,575.00	\$	1.00	\$	165.00
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	178	\$ 70.0	0 \$	12,460.00	\$	68.00	\$	12,104.00	\$ 120.0	00 5		\$		\$	16,554.00
55100300	STORM SEWER REMOVAL 8"	FOOT	32	\$ 15.0	0 \$	480.00	\$	16.00	\$	512.00		00		\$	24.00	\$	768.00
55100400	STORM SEWER REMOVAL 10"	FOOT	169	\$ 15.0	0 \$	2,535.00	\$	16.00	\$			00 5		\$	24.00	\$	4,056.00
55100500	STORM SEWER REMOVAL 12"	FOOT	60	\$ 15.0	0 \$			18.00	<u> </u>			00 :		Ś		\$	1,680.00



Project #:	MR 649	Date:	04/07/21			Name of Bidder	: Rees Constr	uction Co.	D & L Exca	vating Inc.	Laverdiere	e Cor	nstruction			
Description:	Payson Ave 16th to 20th	Time:	11:00 AM			Address of Bidder	517 Kentuc	ky Street	1058 115-	h 101	4055 W. Jackson Street					
Bid Estimate:	\$ 1,593,623.20						P.O. Bo		1	hway 104 IL 62347	4055 W. J Macom					
					Engine	er's Estimate	Quincy, IL	. 62306	,,,			۵, ۱۰	01/35			
Item No.	ltems	Units	Quantity	<u> </u>	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price		Total			
55100700	STORM SEWER REMOVAL 15"	FOOT	113	\$	15.00	\$ 1,695.00	\$ 20.00 \$	2,260.00	\$ 36.00	\$ 4,068.00	\$ 28.00	\$	3,164.00			
56100005	DUCTILE IRON WATER MAIN TEE, 6" X 6"	EACH	2	\$	800.00	\$ 1,600.00	\$ 700.00 \$	1,400.00	\$ 800.00	\$ 1,600.00	\$ 662.00	\$	1,324.00			
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	13	\$	900.00	\$ 11,700.00	\$ 800.00 \$	10,400.00	\$ 1,020.00	\$ 13,260.00	\$ 767.00	\$	9,971.00			
56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	2	\$	1,000.00	\$ 2,000.00	\$ 900.00 \$	1,800.00	\$ 1,200.00	\$ 2,400.00	\$ 820.00	\$	1,640.00			
56100035	DUCTILE IRON WATER MAIN TEE, 10" X 8"	EACH	2	\$	1,500.00	\$ 3,000.00	\$ 1,250.00 \$	2,500.00	\$ 1,675.00	\$ 3,350.00	\$ 1,112.00	\$	2,224.00			
56100040	DUCTILE IRON WATER MAIN TEE, 10" X 10"	EACH	2	\$	1,600.00	\$ 3,200.00	\$ 1,500.00 \$	3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,310.00	\$	2,620.00			
56100600	WATER MAIN 6"	FOOT	542	\$	60.00	\$ 32,520.00	\$ 60.00 \$	32,520.00	\$ 60.00	\$ 32,520.00	\$ 64.00	\$	34,688.00			
56100700	WATER MAIN 8"	FOOT	749	\$	65.00	\$ 48,685.00	\$ 66.00 \$	49,434.00	\$ 55.00	\$ 41,195.00	\$ 71.00	\$	53,179.00			
56100800	WATER MAIN 10"	FOOT	123	\$	70.00	\$ 8,610.00	\$ 82.00 \$	10,086.00	\$ 85.00	\$ 10,455.00	\$ 105.00	\$	12,915.00			
56104900	WATER VALVES 6"	EACH	8	\$	2,200.00	\$ 17,600.00	\$ 2,100.00 \$	16,800.00	\$ 2,000.00	\$ 16,000.00	\$ 1,398.00	\$	11,184.00			
56105000	WATER VALVES 8"	EACH	8	\$	2,600.00	\$ 20,800.00	\$ 2,400.00 \$	19,200.00	\$ 2,700.00	\$ 21,600.00	\$ 1,975.00	\$	15,800.00			
56105100	WATER VALVES 10"	EACH	2	\$	3,200.00	\$ 6,400.00	\$ 3,100.00 \$	6,200.00	\$ 3,800.00	\$ 7,600.00	\$ 2,674.00	\$	5,348.00			
56108800	TAPPING VALVES AND SLEEVES 6"	EACH	4	\$	5,300.00	\$ 21,200.00	\$ 6,800.00 \$	27,200.00	\$ 5,000.00	\$ 20,000.00	\$ 3,498.00	\$	13,992.00			
56109418	DUCTILE IRON WATER MAIN FITTINGS 6" 45.00 DEGREE BEND	EACH	2	\$	700.00	\$ 1,400.00	\$ 700.00 \$	1,400.00	\$ 700.00	\$ 1,400.00	\$ 417.00	\$	834.00			
56109432	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00 DEGREE BEND	EACH	5	\$	700.00	\$ 3,500.00	\$ 750.00 \$	3,750.00	\$ 750.00	\$ 3,750.00	\$ 435.00	\$	2,175.00			
56109436	DUCTILE IRON WATER MAIN FITTINGS 10" 90.00 DEGREE BEND	EACH	2	\$	950.00	\$ 1,900.00	\$ 1,200.00 \$	2,400.00	\$ 1,500.00	\$ 3,000.00	\$ 878.00	\$	1,756.00			
56200300	WATER SERVICE LINE 1"	FOOT	594	\$	70.00	\$ 41,580.00	\$ 78.00 \$	46,332.00	\$ 35.00	\$ 20,790.00	\$ 30.00	\$	17.820.00			
56201400	CORPORATION STOPS 1"	EACH	15	\$	1,400.00	\$ 21,000.00	\$ 600.00 \$	9,000.00	\$ 1,600.00	\$ 24,000.00	\$ 1,073.00	Ś	16.095.00			
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	4	\$	850.00	\$ 3,400.00	\$ 800.00 \$	3,200.00	\$ 1,300.00	\$ 5,200.00	\$ 490.00	\$	1,960.00			
56400600	FIRE HYDRANTS	EACH	4	\$	5,200.00	\$ 20,800.00	\$ 5,400.00 \$	21,600.00	\$ 4,800.00	\$ 19,200.00	\$ 3,265.00	\$	13,060.00			
60236800	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	16	\$	2,700.00	\$ 43,200.00	\$ 2,000.00 \$	32,000.00	\$ 2,800.00	\$ 44,800.00	<u> </u>	<u> </u>	42,000.00			
60100905	PIPE DRAINS 4"	FOOT	88	\$	55.00	\$ 4,840.00	\$ 52.00 \$	4,576.00	\$ 30.00	\$ 2,640.00	<u> </u>	\$	2,992.00			
Q6022000	MANHOLES, TYPE A, 4'-DIAMETER, 0 TO 8 FT DEPTH	EACH	8	\$	6,800.00	\$ 54,400.00	\$ 3,700.00 \$		\$ 3,500.00	\$ 28,000.00		 	54,696.00			
Q6032010	MANHOLES, TYPE A, 5'-DIAMETER, 10 TO 12 FT DEPTH	EACH	4	\$	8,200.00	\$ 32,800.00	\$ 5,800.00 \$		\$ 11,000.00			\$	30,792.00			
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2	\$	1,300.00		+		\$ 1,200.00	\$ 2,400.00		\$	2,328.00			
60266600	VALVE BOXES TO BE ADJUSTED	EACH	2	\$	400.00	\$ 800.00	\$ 600.00 \$	1,200.00	\$ 700.00	\$ 1,400.00	\$ 507.00	\$	1,014.00			
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	12	\$	1,200.00	\$ 14,400.00	\$ 800.00 \$	9,600.00	\$ 600.00	\$ 7,200.00		<u> </u>	6,132.00			
60500040	REMOVING MANHOLES	EACH	5	\$	1,000.00	\$ 5,000.00	\$ 1,000.00 \$	5,000.00	\$ 3,000.00	\$ 15,000.00	\$ 1,049.00	\$	5,245.00			
60500060	REMOVING INLETS	EACH	12	\$	1,000.00	\$ 12,000.00	\$ 1,000.00 \$	12,000.00	\$ 850.00	\$ 10,200.00		<u> </u>	6,300.00			
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1744	\$	42.00	\$ 73,248.00	\$ 37.00 \$			\$ 113,360.00	ļ- <u>'</u>	-	80,224.00			
67100100	MOBILIZATION	L SUM	1	Ś	25,000.00	\$ 25,000.00			\$ 65,000.00		<u> </u>	<u>+</u> -	70,000.00			



Project #:	MR 649	Date:	04/07/21				Name of Bidder:	Rees C	onstru	iction Co.		D & L Exca	avating In		Laverdiere	e Con	nstruction		
Description:	Payson Ave 16th to 20th	Time:	11:00 AM			A	ddress of Bidder:	517 K	entuci	cy Street									
Bid Estimate:	\$ 1,593,623.20	-		1				1	D. Box	-		-	hway 104		4055 W. J				
					Engine	er's E	stimate	Quir	cy, IL	62306		Liberty,	IL 62347		Macom	b, IL	61455		
Item No.	Items	Units	Quantity		Unit Price		Total	Unit Price		Total	ι	Jnit Price	Tot	al	Unit Price		Total		
Q0013061	CONSTRUCTION LAYOUT, LOCATION W6-1	L SUM	1	\$	30,000.00	\$	30,000.00	\$ 32,000.0	0 \$	32,000.00	\$	40,000.00	\$ 40,0	00.00	\$ 8,290.00	\$	8,290.00		
Q0014061	PROJECT RECORD DOCUMENTS, LOCATION W6-1	EACH	1	\$	10,000.00	\$	10,000.00	\$ 12,500.0	0 \$	12,500.00	\$	20,000.00	\$ 20,0	00.00	\$ 2,189.00	\$	2,189.00		
Z00S6608	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	435	\$	100.00	\$	43,500.00	\$ 86.0	0 \$	37,410.00	\$	150.00	\$ 65,3	250.00	\$ 106.00	\$	46,110.00		
Z0075505	TIMBER RETAINING WALL REMOVAL	FOOT	69	\$	20.00	\$	1,380.00	\$ 58.0	0 \$	4,002.00	\$	15.00	\$ 1,0	035.00	\$ 46.00	\$	3,174.00		
X0326820	INLETS, SPECIAL, TYPE E, 4' X 4'	EACH	4	\$	6,000.00	\$	24,000.00	\$ 4,200.0	0 \$	16,800.00	\$	5,100.00	\$ 20.4	100.00	\$ 5,017.00	+	20,068.00		
X4240460	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL	SQ FT	1267	\$	34.00	\$	43,078.00	\$ 34.0	0 \$	43,078.00	\$	30.00		010.00	\$ 20.00	+	25,340.00		
X4404400	PAVEMENT REMOVAL (SPECIAL)	SQ YD	2881	. \$	13.00	\$	37,453.00	\$ 17.0	0 \$	48,977.00	Ś	16.00	-	096.00	\$ 11.00	\$	31,691.00		
X5610706	WATER MAIN REMOVAL, 6"	FOOT	79	\$	40.00	\$	3,160.00		0 \$		5	100.00		900.00	\$ 24.00	 	1,896.00		
X5610710	WATER MAIN REMOVAL, 10"	FOOT	14	\$	40.00	\$	560.00	\$ 40.0			\$	75.00		050.00	\$ 27.00		378.00		
X5610746	WATER MAIN LINE STOP 6"	EACH	6	\$	5,800.00	Ś	34,800.00	\$ 5,200.0	<u> </u>	31,200.00	Ś	7,600.00	· ·	500.00	\$ 3,524.00	<u> </u>	21,144.00		
X5610750	WATER MAIN LINE STOP 10"	EACH	2	\$	7,500.00	\$	15,000.00	\$ 7,200.0		14,400.00	\$	9,200.00		00.00	\$ 5,801.00	; 	11,602.00		
X5630006	CUT AND CAP EXISTING 6" WATER MAIN	EACH	4	\$	1,000.00	+	4,000.00	\$ 1,250.0		5,000.00	\$	1,500.00		00.00	\$ 879.00	\$	3,516.00		
X6026632	VALVE BOXES TO BE REMOVED	EACH	7	5	550.00	\$	3,850.00	\$ 700.0		4,900.00	\$	500.00		500.00	\$ 163.00	\$	1,141.00		
Q6022000	DRAINAGE EMITTER	EACH	5	\$		<u>+-</u>	1.000.00	\$ 400.0		2,000.00	Ś	300.00		500.00	\$ 276.00	\$	1,380.00		
Q7010061	TRAFFIC CONTROL AND PROTECTION, (SPECIAL) LOCATION W6-1	LSUM	1	\$	20,000.00	\$	20,000.00	\$ 21,000.0		21,000.00	\$	35,000.00		00.00	\$ 8,231.00	\$	8,231.00		
Q6049001	CAST IRON CURB OPENING	EACH	4	\$	200.00	\$	800.00	\$ 700.0		2,800.00	\$	300.00		200.00		ļ	3,796.00		
Q0322022	TRENCH DRAIN, TYPE 2	FOOT	25	\$	320.00	\$	8,000.00			6,875.00	Ś	450.00		50.00	\$ 358.00	\$	8,950.00		
Q2020061	EARTH EXCAVATION AND GRADING, LOCATION W6-1	L SUM	1	\$	5,000.00	\$	5,000.00	\$ 26,000.0		26,000.00	\$	15,000.00		00.00	\$ 19,246.00	ļ.,	19,246.00		
A2018726	TREE, ULMUS CARPINIFOLIA NEW HORIZON (NEW HORIZON	EACH	5	Ś	1,000.00	ς	5,000.00	\$ 1,150.0	+ <u>`</u>	5,750.00	\$					<u> </u>			
A2000086	SMOOTHLEAF ELM), 2" CALIPER, BALLED AND BURLAPPED TREE, ACER X FREEMANII ARMSTRONG (ARMSTRONG FREEMAN			-		 ` -		7 1,130.0	د ر	3,730.00	٠	1,500.00	\$ 7,5	00.00	\$ 1,100.00	\$	5,500.00		
A2000080	MAPLE), 2-1/2" CALIPER, BALLED AND BURLAPPED TREE, ACER RUBRUM OCTOBER GLORY (OCTOBER GLORY RED	EACH	10	\$	1,000.00	\$	10,000.00	\$ 1,150.0	\$	11,500.00	\$	1,300.00	\$ 13,0	00.00	\$ 1,100.00	\$	11,000.00		
A2001116	MAPLE), 2" CALIPER, BALLED AND BURLAPPED	EACH	10	\$	1,000.00	\$	10,000.00	\$ 1,150.0	\$	11,500.00	\$	1,250.00	\$ 12,5	00.00	\$ 1,100.00	\$	11,000.00		
A2004716	TREE, GLEDITSIA TRIACANTHOS INERMIS SHADEMASTER	EACH	5	Ś	1,000.00	Ś	5,000.00	\$ 1,150.0	5	5,750.00	\$	1,250.00	\$ 6.2	50.00	\$ 1,100,00	\$	F F00 00		
A2011816	(SHADEMASTER THORNLESS COMMON HONEYLOCUST), 2" TREE, ACER RUBRUM NORTHWOOD (NORTHWOOD RED MAPLE),				,	ļ. -			+				-/-		\$ 1,100.00	٦	5,500.00		
	2" CALIPER, BALLED AND BURLAPPED TREE, AMELANCHIER CANADENSIS (SHADBLOW SERVICEBERRY), 2"	EACH	10	\$	1,000.00	\$	10,000.00	\$ 1,150.0	\$	11,500.00	\$	1,250.00	\$ 12,5	00.00	\$ 1,100.00	\$	11,000.00		
B2010016	CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	5	\$	1,000.00	\$	5,000.00	\$ 1,150.0	\$	5,750.00	\$	1,250.00	\$ 6,2	50.00	\$ 1,100.00	\$	5,500.00		
B2006316	TREE, SYRINGA RETICULATA IVORY SILK (IVORY SILK JAPANESE TREE LILAC), 2" CALIPER, TREE FORM, BALLED AND BURLAPPED	EACH	5	\$	1,000.00	\$	5,000.00	\$ 1,150.0) \$	5,750.00	\$	1,300.00	\$ 6.5	00.00	\$ 1,100.00	ς.	5,500.00		
	CALILLIS, THEE I ONIVI, DALLED AIND BURLAPPEU		Bid Tot	al as	s Extended:	\$	1,593,623.20	\$,636,775.70	\$	_,_ 30.00							
Base Total as Read:								\$ 1,626,775.70							, , , , , , , , , , , , , , , , , , , ,				
		Bid Security Included						Yes			\$ 1,831,977.52 Yes			,,,,,	1,489,840.65 Yes				
			Addenda Acl	knov	wledged				Yes			Ye				Yes			

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: 4/26/2021 City Council Meeting

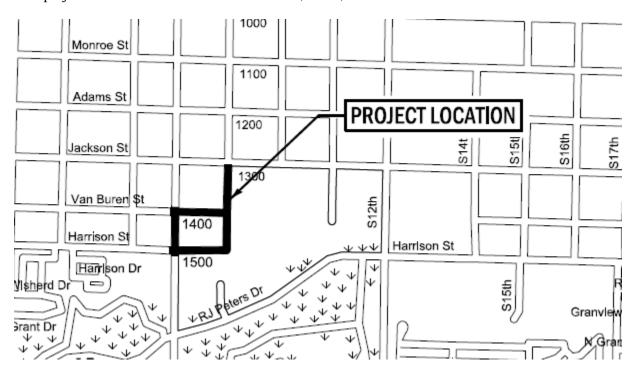
S. 8th / S. 9th – Harrison & Van Buren bid

Bids were opened on Friday, April 16th for the reconstruction of Harrison (8th to 9th), Van Buren (8th to 9th), South 8th (Harrison to Van Buren), and South 9th (Harrison to Jackson). Work includes resurfacing, sewer repairs, new water main, sidewalks, and related items. 3 bids were received (Bid tab attached):

D & L Excavating - \$ 1,431,156.65 Million Construction - \$ 1,553,020.95 Rees Construction - \$ 1,662,842.52 Laverdiere Construction - \$ 1,763,740.70

Estimate - \$ 1,788,247.00

This project is to be constructed with 2019 Bond, water, & sewer funds.



RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for the reconstruction of Harrison Street (8th to 9th), Van Buren Street (8th to 9th), South 8th Street (Harrison to Van Buren), and South 9th Street (Harrison to Jackson); and,

WHEREAS, the project includes roadway resurfacing, installation of new watermain, sewer repair, sidewalks, and other construction related items; and,

WHEREAS, the following bids were received:

Laverdiere Construction, Inc. Macomb, Illinois	\$1,763,740.70
Rees Construction Company Quincy, Illinois	\$1,662,842.52
Million Construction Quincy, Illinois	\$1,553,020.95
D&L Excavating Liberty, Illinois	\$1,431,156.65
Engineer's Estimate	\$1.788.247.00

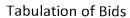
WHEREAS, the bids have been reviewed by the Director of Utilities and Engineering and found to be acceptable; and,

WHEREAS, funding for this project is available in the 2019B GO Bond Street Project Fund, Water Fund, and Sewer Fund fiscal year budgets; and,

WHEREAS, to allow for the uninterrupted progression of these projects in the event that changes or modifications are required, an additional 10% over the amount of the bid shall be included in the encumbrance for these projects.

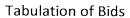
NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Central Services Committee recommend to the Mayor and Quincy City Council that the low bid from D&L Excavating of Liberty, Illinois in the amount of \$1,431,156.65 be accepted and the Mayor be authorized to sign the necessary contract documents.

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





Project #:	MR 650	Date:	04/16/21		Name of Bidder] :	D & L Exc	avating Inc.	Million	Constr	uction	Rees Cons	truction Co.	\prod	Laverdier	e Cor	nstruction
Description:	South 9th & South 8th – Harrison to Van Buren	Time:	11:00 AM		Address of Bidder		1958 His	ghway 104	3626 5	outh	46+h	517 Kenti	ucky Street		4055.14		
Bid Estimate:	\$ 1,788,247.00							IL 62347	Quinc				Sox 646				on Street 61455
Item No.	Items	Units	0 - 12		er's Estimate	 							IL 62306				
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	Quantity 35	Unit Price \$ 40.00	Total	+	t Price	Total	Unit Price		Total	Unit Price	Total	+-	nit Price	-	Total
					, , , , , , , , , , , , , , , , , , , ,	 	35.00	\$ 1,225.00		<u> </u>	1,050.00	\$ 30.00	\$ 1,050.00	\$	60.00	\$	2,100.0
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	6776	\$ 3.00	\$ 20,328.00	\$	1.50	\$ 10,164.00	\$ 3.00	\$	20,328.00	\$ 4.00	\$ 27,104.00	\$	2.00	\$	13,552.0
Q2080015	TRENCH BACKFILL	TON	2988	\$ 35.00	\$ 104,580.00	\$	21.00	\$ 62,748.00	\$ 35.00	\$	104,580.00	\$ 35.00	\$ 104,580.00	\$	48.00	\$	143,424.0
Q2500010	SEEDING, CLASS 1A, SPECIAL	ACRE	1	\$ 15,000.00	\$ 15,000.00	\$ 12,	,000.00	\$ 12,000.00	\$ 8,000.00	\$	8,000.00	\$ 16,000.00	\$ 16,000.00	\$ 1	2,600.00	\$	12,600.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	200	\$ 5.00	\$ 1,000.00	\$	10.00	\$ 2,000.00	\$ 8.00	\$	1,600.00	\$ 2.00	\$ 400.00	\$	2.00	\$	400.00
28100807	STONE DUMPED RIPRAP, CLASS A4	TON	15	\$ 50.00	\$ 750.00	\$	80.00	\$ 1,200.00	\$ 100.00	5 \$	1,500.00	\$ 80.00	\$ 1,200.00	\$	65.00	\$	975.00
35100300	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	2372	\$ 8.00	\$ 18,976.00	\$	11.25	\$ 26,685.00	\$ 9.00	5 \$	21,348.00	\$ 10.00	\$ 23,720.00	\$	6.00	\$	14,232.0
35100700	AGGREGATE BASE COURSE, TYPE A 8"	SQ YD	5342	\$ 14.00	\$ 74,788.00	\$	11.25	\$ 60,097.50	\$ 15.00	5 \$	80,130.00	\$ 15.00	\$ 80,130.00	\$	12.00	\$	64,104.0
35501300	HOT-MIX ASPHALT BASE COURSE, 4"	SQ YD	801	\$ 20.00	\$ 16,020.00	\$	34.25	\$ 27,434.25	\$ 33.00	\$	26,433.00	\$ 34.15	\$ 27,354.15	\$	40.00	\$	32,040.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	13824	\$ 2.20	\$ 30,412.80	\$	2.15	\$ 29,721.60	\$ 2.05	5 \$	28,339.20	\$ 2.16	\$ 29,859.84	\$	2.50	\$	34,560.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1841	\$ 2.20	\$ 4,050.20	\$	2.30	\$ 4,234.30	\$ 2.20	\$	4,050.20	\$ 2.31	\$ 4,252.71	\$	2.70	\$	4,970.70
40600990	TEMPORARY RAMP	SQ YD	345	\$ 1.00	\$ 345.00	\$	1.00	\$ 345.00	\$ 0.01	L \$	3.45	\$ 0.01	\$ 3.45	\$	1.00	\$	345.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	568	\$ 125.00	\$ 71,000.00	\$	139.00	\$ 78,952.00	\$ 132.00	\$	74,976.00	\$ 138.60	\$ 78,724.80	\$	160.00	\$	90,880.00
40604150	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	568	\$ 132.00	\$ 74,976.00	\$	144.00	\$ 81,792.00	\$ 137.00) \$	77,816.00	\$ 143.85	\$ 81,706.80	\$	165.00	\$	93,720.00
42000200	PORTLAND CEMENT CONCRETE PAVEMENT 7"	SQ YD	50	\$ 110.00	\$ 5,500.00	\$	90.00	\$ 4,500.00	\$ 110.00) \$	5,500.00	\$ 135.00	\$ 6,750.00	\$	150.00	\$	7,500.00
42001300	PROTECTIVE COAT	SQ YD	2652	\$ 3.00	\$ 7,956.00	\$	2.50	\$ 6,630.00	\$ 2.00) \$	5,304.00	\$ 2.00	\$ 5,304.00	\$	2.00	\$	5,304.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT. 6 INCH	SQ YD	295	\$ 105.00	\$ 30,975.00	\$	80.00	\$ 23,600.00	\$ 100.00) \$	29,500.00	\$ 85.00	\$ 25,075.00	\$	85.00	\$	25,075.00
42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	305	\$ 115.00	\$ 35,075.00	\$	85.00	\$ 25,925.00	\$ 110.00) \$	33,550.00	\$ 94.00	\$ 28,670.00	\$	95.00	\$	28,975.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	9872	\$ 11.00	\$ 108,592.00	\$	13.00	\$ 128,336.00	\$ 11.00	\$	108,592.00	\$ 13.00	\$ 128,336.00	\$	14.00	\$	138,208.00
42400800	DETECTABLE WARNINGS	SQ FT	270	\$ 50.00	\$ 13,500.00	\$	40.00	\$ 10,800.00	\$ 50.00	\$	13,500.00	\$ 50.00	\$ 13,500.00	\$	50.00	\$	13,500.00
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	617	\$ 6.00	\$ 3,702.00	\$	11.00	\$ 6,787.00	\$ 10.30	\$	6,355.10	\$ 10.81	\$ 6,669.77	\$	13.00	\$	8,021.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	382	\$ 15.00	\$ 5,730.00	\$	13.00	\$ 4,966.00	\$ 18.00	\$	6,876.00	\$ 14.00	\$ 5,348.00	\$	14.00	\$	5,348.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	8	\$ 25.00	\$ 200.00	\$	12.00	\$ 96.00	\$ 75.00	\$	600.00	\$ 20.00	\$ 160.00	\$	12.00	\$	96.00
44000600	SIDEWALK REMOVAL	SQ FT	9476	\$ 3.00	\$ 28,428.00	\$	1.25	\$ 11,845.00	\$ 2.00	\$	18,952.00	\$ 2.00	\$ 18,952.00	\$	2.50	\$	23,690.00
44200108	PAVEMENT PATCHING, TYPE II, 9 INCH	SQ YD	17	\$ 290.00	\$ 4,930.00	\$	165.00	\$ 2,805.00	\$ 225.00	\$	3,825.00	\$ 175.00	\$ 2,975.00	\$	160.00	\$	2,720.00
50105220	PIPE CULVERT REMOVAL	FOOT	82	\$ 10.00	\$ 820.00	\$	11.50	\$ 943.00	\$ 10.00	\$	820.00	\$ 10.00	\$ 820.00	\$	15.00	\$	1,230.0
50800105	REINFORCEMENT BARS	POUND	31	\$ 30.00	\$ 930.00	\$	10.00	\$ 310.00	\$ 8.00	\$	248.00	\$ 5.00	\$ 155.00	\$	3.00	\$	93.00





Project #:	MR 650	Date:	04/16/21		Name of Bidder	D & L Ex	cavating Inc.	Million Co	nstruction	Rees Construction Co.	Laverdiere Co	onstruction	
Description:	South 9th & South 8th – Harrison to Van Buren	Time:	11:00 AM		Address of Bidder	1058 1	lighway 104	2626 50	uth 46th	517 Kentucky Street			
Bid Estimate:	\$ 1,788,247.00					1	y, IL 62347		II 62305	P.O. Box 646	4055 W. Jack Macomb, I		
Item No.	ltems	Units	Oue-tit.		er's Estimate					Quincy, IL 62306			
54213663	PRECAST REINFORCED CONCRETE FLARED END	EACH	Quantity	Unit Price \$ 2,500.00	* 2,500.00	Unit Price	Total	Unit Price	Total	Unit Price Total	Unit Price	Total	
550A0340	SECTIONS 18" STORM SEWERS, CLASS A, TYPE 2 12"					\$ 2,100.00			\$ 2,000.00	\$ 1,000.00 \$ 1,000.00	\$ 600.00 \$	\$ 600.00	
		FOOT	74			\$ 95.00		\$ 75.00	\$ 5,550.00	\$ 60.00 \$ 4,440.00	\$ 95.00 \$	\$ 7,030.00	
550A0380	STORM SEWERS, CLASS A, TYPE 2 18"	FOOT	338	\$ 120.00	\$ 40,560.00	\$ 72.00	\$ 24,336.00	\$ 85.00	\$ 28,730.00	\$ 70.00 \$ 23,660.00	\$ 120.00 \$	\$ 40,560.00	
Q5510012	SEWER REMOVAL 12"	FOOT	47	\$ 15.00	\$ 705.00	\$ 44.00	\$ 2,068.00	\$ 20.00	\$ 940.00	\$ 24.00 \$ 1,128.00	\$ 25.00 \$	\$ 1,175.00	
55100700	STORM SEWER REMOVAL 15"	FOOT	341	\$ 15.00	\$ 5,115.00	\$ 13.00	\$ 4,433.00	\$ 20.00	\$ 6,820.00	\$ 15.00 \$ 5,115.00	\$ 25.00 \$	\$ 8,525.00	
56100005	DUCTILE IRON WATER MAIN TEE, 6" X 6"	EACH	1	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00	\$ 700.00 \$ 700.00	\$ 400.00 \$	\$ 400.00	
56100015	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	8	\$ 950.00	\$ 7,600.00	\$ 910.00	\$ 7,280.00	\$ 850.00	\$ 6,800.00	\$ 800.00 \$ 6,400.00	\$ 400.00 \$	3,200.00	
56100020	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	5	\$ 1,100.00	\$ 5,500.00	\$ 1,100.00	\$ 5,500.00	\$ 850.00	\$ 4,250.00	\$ 900.00 \$ 4,500.00	\$ 500.00 \$	2,500.00	
56100600	WATER MAIN 6"	FOOT	569	\$ 80.00	\$ 45,520.00	\$ 46.00	\$ 26,174.00	\$ 50.00	\$ 28,450.00	\$ 68.00 \$ 38,692.00	\$ 88.00 \$	50,072.00	
56100700	WATER MAIN 8"	FOOT	1752	\$ 85.00	\$ 148,920.00	\$ 45.00	\$ 78,840.00	\$ 50.00	\$ 87,600.00	\$ 72.00 \$ 126,144.00	\$ 98.00 \$	171,696.00	
56104900	WATER VALVES 6"	EACH	9	\$ 90.00	\$ 810.00	\$ 2,050.00	\$ 18,450.00	\$ 1,400.00	\$ 12,600.00	\$ 1,850.00 \$ 16,650.00	-		
56105000	WATER VALVES 8"	EACH	7	\$ 2,800.00	\$ 19,600.00	\$ 2,950.00	\$ 20,650.00	\$ 1,800.00	\$ 12,600.00	\$ 2,100.00 \$ 14,700.00	\$ 1,900.00 \$	13,300.00	
56109432	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00 DEGREE BEND	EACH	3	\$ 700.00	\$ 2,100.00	\$ 780.00	\$ 2,340.00	\$ 650.00	\$ 1,950.00	\$ 700.00 \$ 2,100.00	<u> </u>		
56109434	DUCTILE IRON WATER MAIN FITTINGS 8" 90.00 DEGREE BEND	EACH	3	\$ 700.00	\$ 2,100.00	\$ 900.00	\$ 2,700.00	\$ 700.00	\$ 2,100.00	\$ 800.00 \$ 2,400.00	\$ 500.00 \$	1,500.00	
56200300	WATER SERVICE LINE 1"	FOOT	591	\$ 70.00	\$ 41,370.00	\$ 44.00	\$ 26,004.00	\$ 30.00	\$ 17,730.00	\$ 60.00 \$ 35,460.00	\$ 35.00 \$	20,685.00	
56200700	WATER SERVICE LINE 2"	FOOT	14	\$ 75.00	\$ 1,050.00	\$ 135.00	\$ 1,890.00	\$ 50.00	\$ 700.00	\$ 65.00 \$ 910.00	\$ 55.00 \$	\$ 770.00	
56201400	CORPORATION STOPS 1"	EACH	22	\$ 1,400.00	\$ 30,800.00	\$ 1,450.00	\$ 31,900.00	\$ 1,000.00	\$ 22,000.00	\$ 650.00 \$ 14,300.00	\$ 1,400.00 \$	30,800.00	
56201800	CORPORATION STOPS 2"	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00 \$ 900.00	\$ 1,900.00 \$	1,900.00	
56400500	FIRE HYDRANTS TO BE REMOVED	EACH	2	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 650.00	\$ 1,300.00	\$ 700.00 \$ 1,400.00	\$ 500.00 \$	1,000.00	
56400600	FIRE HYDRANTS	EACH	4	\$ 5,200.00	\$ 20,800.00	\$ 4,200.00	\$ 16,800.00	\$ 4,100.00	\$ 16,400.00	\$ 4,200.00 \$ 16,800.00	\$ 2,500.00 \$	10,000.00	
60100905	PIPE DRAINS 4"	FOOT	62	\$ 55.00	\$ 3,410.00	\$ 35.00	\$ 2,170.00	\$ 35.00	\$ 2,170.00	\$ 50.00 \$ 3,100.00	\$ 35.00 \$	2,170.00	
60235800	INLETS, TYPE A, TYPE 4 FRAME AND GRATE	EACH	2	\$ 2,200.00	\$ 4,400.00	\$ 2,400.00	\$ 4,800.00	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00 \$ 5,000.00	\$ 2,475.00 \$		
60236200	INLETS, TYPE A, TYPE 8 GRATE	EACH	1	\$ 2,200.00	\$ 2,200.00	\$ 2,250.00	\$ 2,250.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00 \$ 2,100.00	\$ 2,450.00 \$	2,450.00	
60240320	INLETS, TYPE B, TYPE 15 FRAME AND LID	EACH	1	\$ 3,400.00	\$ 3,400.00	\$ 2,700.00	\$ 2,700.00	\$ 2,750.00	\$ 2,750.00	\$ 3,000.00 \$ 3,000.00	\$ 2,450.00 \$	2,450.00	
60266600	VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 450.00	\$ 900.00	\$ 400.00	\$ 800.00	\$ 550.00	\$ 1,100.00	\$ 500.00 \$ 1,000.00	\$ 500.00 \$		
60404400	FRAMES AND GRATES, TYPE 4	EACH	1	\$ 350.00	\$ 350.00	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 700.00 \$ 700.00			
60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	10	\$ 900.00	\$ 9,000.00	\$ 630.00	\$ 6,300.00	\$ 500.00	\$ 5,000.00	\$ 600.00 \$ 6,000.00		,	





Project #:	MR 650	Date:	04/16/21		Name of Bidder	D & L Ex	cavating Inc.		Million Co	nstruct	tion	Rees Cons	struction Co.	Laverdiere	e Coi	nstruction
Description:	South 9th & South 8th – Harrison to Van Buren	Time:	11:00 AM		Address of Bidder	1059 1	ighway 104		3626 So		L	517 Kent	ucky Street			_
Bid Estimate:	\$ 1,788,247.00						, IL 62347	r	Quincy,				Box 646 . IL 62306	4055 W. J		son Street L 61455
Item No.	ltems	Units	Quantity	Engine Unit Price	er's Estimate										-	
60500040	REMOVING MANHOLES	EACH	Quantity	\$ 1,200.00	Total \$ 8,400.00	\$ 2,200.00	Total \$ 15,400	00	Unit Price \$ 900.00		Fotal	Unit Price	Total	Unit Price	-	Total
60500060	REMOVING INLETS	EACH	,		,						6,300.00	\$ 1,000.00		<u> </u>	<u> </u>	
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE	FOOT	3335		, , , , , , , , , , , , , , , , , , , ,	\$ 2,100.00	<u> </u>		\$ 900.00			\$ 700.00		<u> </u>	+÷	800.00
Q6060000	B-6.12 CONCRETE GUTTER, TYPE V-4.12	FOOT	655	\$ 45.00		\$ 27.00	\$ 90,045					\$ 42.00	, , , , , , , , , , , , , , , , , , , ,		 `-	126,730.00
Q6710162	MOBILIZATION	L SUM	033	\$ 40,000.00		\$ 31,500.00			7 70.00			\$ 50.00	\$ 32,750.00		\$	36,025.00
89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	3	\$ 500.00		\$ 300.00	\$ 31,500				3,250,00	\$ 37,600.00	<u> </u>	ļ · · · · · ·	 	55,000.00
Q6022006	MANHOLES, TYPE A, 4'-DIAMETER, 0 TO 8 FT DEPTH	EACH	<i>A</i>	\$ 6,800.00		\$ 3,500.00	\$ 14,000		\$ 750.00 \$ 7,000.00		2,250.00	\$ 600.00	\$ 1,800.00	<u> </u>	i.	10,500.00
Q6022008	MANHOLES, TYPE A, 4'-DIAMETER, 8 TO 10 FT DEPTH	EACH	. —	\$ 8,200.00		\$ 5,900.00	\$ 23,600		\$ 7,000.00		8,000.00	\$ 3,900.00	1	\$ 4,500.00	\$	18,000.00
Q6022010	MANHOLES, TYPE A, 4'-DIAMETER, 10 TO 12 FT	EACH	3	\$ 9.000.00		\$ 6,500.00			\$ 8,000.00		4,000.00	\$ 4,100.00		<u> </u>	ļ	22,800.00
Q0013062	DEPTH CONSTRUCTION LAYOUT, LOCATION W6-2	L SUM	1	\$ 35,000.00	,			-+	\$ 33,500.00			\$ 34,965.00			<u> </u>	23,400.00
Q0014062	PROJECT RECORD DOCUMENTS	EACH	1	\$ 15,000.00		\$ 12,000.00			\$ 10,000.00		.0,000.00	\$ 9,800.00		\$ 15,700.00		15,700.00
Z0012450	CONCRETE STEPS	CU YD		\$ 2,000.00		\$ 4,000.00			\$ 2,000.00		1,000.00	\$ 1,600.00		<u> </u>		3,500.00
Z0012455	CONCRETE STEP REMOVAL	EACH		\$ 800.00		\$ 600.00	\$ 600.		\$ 250.00	\$	250.00	\$ 350.00				2,750.00
Z0018700	DRAINAGE STRUCTURE TO BE REMOVED	EACH	1	\$ 2,000.00	,	\$ 750.00	\$ 750.		\$ 1,000.00		1,000.00	\$ 1,300.00	\$ 350.00	\$ 500.00	ļ	500.00
Z0056608	STORM SEWER (WATER MAIN REQUIREMENTS) 12	FOOT	58	\$ 150.00	, , , , , , , , , , , , , , , , , , , ,	\$ 80.00	\$ 4,640.		\$ 95.00		5,510.00	\$ 1,300.00	\$ 6,960.00		<u> </u>	500.00
Z0056612	INCH STORM SEWER (WATER MAIN REQUIREMENTS) 18 INCH	FOOT	696		\$ 121,800.00	\$ 105.00	,,010.				9,160.00	\$ 144.00	\$ 100,224.00	· ·	\$	6,380.00 93,960.00
Z0057100	SANITARY SEWER, 12"	FOOT	23	\$ 100.00		\$ 175.00	\$ 4,025.				2,070.00	\$ 140.00	\$ 3,220.00		\$	5,750.00
Z0075505	TIMBER RETAINING WALL REMOVAL	FOOT	34	\$ 20.00	\$ 680.00	\$ 20.00	\$ 680.	00	\$ 10.00	\$		\$ 42.00	\$ 1,428.00		\$	5,100.00
X0326820	INLETS, SPECIAL, TYPE E, 4' X 4'	EACH	2	\$ 5,800.00	\$ 11,600.00	\$ 4,250.00	\$ 8,500.	00	\$ 4,000.00	\$ 1	8,000.00	\$ 4,600.00	\$ 9,200.00	\$ 4.800.00	\$	9,600.00
Q0326820	INLETS, SPECIAL, TYPE E, 4' X 4' (DEEP)	EACH	3	\$ 7,000.00	\$ 21,000.00	\$ 4,500.00	\$ 13,500.	00	\$ 6,000.00	\$ 18	8,000.00	\$ 6,200.00	\$ 18,600.00	\$ 5,200.00	\$	15,600.00
Q0326821	INLETS, SPECIAL, TYPE E, 4' X 5' (DEEP)	EACH	1	\$ 7,800.00	\$ 7,800.00	\$ 7,100.00	\$ 7,100.	00	\$ 6,500.00	\$ (6,500.00	\$ 8,500.00	\$ 8,500.00		\$	6,300.00
X0326823	INLETS, SPECIAL, TYPE E, DOUBLE 4' X 4' (WITH RESTRICTOR PLATE)	EACH	1	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.	00	\$ 7,000.00	\$:	7,000.00	\$ 6,300.00	\$ 6,300.00		\$	7,800.00
X4240460	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH, SPECIAL	SQ FT	162	\$ 34.00	\$ 5,508.00	\$ 30.00	\$ 4,860.	00	\$ 25.00	\$ 4	4,050.00	\$ 39.00	\$ 6,318.00		\$	4,860.00
X4404400	PAVEMENT REMOVAL (SPECIAL)	SQ YD	6105	\$ 13.00	\$ 79,365.00	\$ 8.00		-+			-	\$ 14.00	\$ 85,470.00		\$	73,260.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	80	\$ 40.00	\$ 3,200.00	\$ 35.00	\$ 2,800.	00	\$ 25.00	\$ 2	2,000.00	\$ 22.00	\$ 1,760.00		\$	1,200.00
X5610708	WATER MAIN REMOVAL, 8"	FOOT	32	\$ 40.00	\$ 1,280.00	\$ 90.00	\$ 2,880.	00	\$ 25.00	\$	800.00	\$ 26.00	\$ 832.00			480.00
X5610746	WATER MAIN LINE STOP 6"	EACH	2	\$ 5,500.00	\$ 11,000.00	\$ 7,000.00	\$ 14,000.	00	\$ 6,000.00	\$ 12	2,000.00	\$ 4,800.00	\$ 9,600.00	\$ 4,200.00	ļ	8,400.00



Tabulation of Bids

roject #:	MR 650	_ Date:	04/16/21			Name of Bidder:	D & L Ext	cavat	ting Inc.	Milli	on Con	struction	Ī	Rees Const	ruction Co.	Laverdier	e Cor	nstruction
escription: id Estimate:	South 9th & South 8th Harrison to Van Buren	_	11:00 AM	Address of Bidder: 1958 Highway 104 3626 South 46th 517 Kentucky Stre			Highway 104		3626 South 46th			-	4055 W. J	Jacks	on Street			
estimate.	\$ 1,788,247.00	-		Er	ngineer's	Estimate	Liberty	, IL E	52347	Qu	Quincy, Il 62305			P.O. Be Quincy, I	DX 646 L 62306	Macomb, IL 614		61455
Item No.	ltems	Units	Quantity	Unit Pri	ice	Total	Unit Price		Total	Unit Pri	ce	Total	Un	it Price	Total	Unit Price	T	Total
X5610748	WATER MAIN LINE STOP 8"	EACH	2	\$ 6,80	00.00 \$	13,600.00	\$ 8,000.00	\$	16,000.00	\$ 7,00	0.00	\$ 14,000.00	\$	5,400.00	\$ 10,800.00	\$ 7,400.00	\$	14,800.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	2	\$ 55	0.00 \$	1,100.00	\$ 400.00	\$	800.00	\$ 30	0.00	\$ 600.00	\$	400.00	\$ 800.00	\$ 250.00	\$	500.00
Q60100900	DRAINAGE EMITTER	EACH	3	\$ 20	0.00 \$	600.00	\$ 300.00	\$	900.00	\$ 30	0.00	900.00	\$	250.00	\$ 750.00	\$ 350.00	Ś	1,050.00
Q7010062	TRAFFIC CONTROL AND PROTECTION, (SPECIAL) LOCATION W6-2	LSUM	1	\$ 30,00	0.00 \$	30,000.00	\$ 15,000.00	\$	15,000.00	\$ 2,30	0.00	\$ 2,300.00	\$ 1	15,846.00	\$ 15,846.00	\$ 12,000.00	+	12,000.00
Q6049001	CAST IRON CURB OPENING	EACH	2	\$ 45	0.00 \$	900.00	\$ 500.00	\$	1,000.00	\$ 60	0.00	\$ 1,200.00	\$	500.00	\$ 1,000.00	\$ 450.00	\$	900.00
Q0322022	TRENCH DRAIN, TYPE 2	FOOT	12	\$ 35	0.00 \$	4,200.00	\$ 425.00	\$	5,100.00	\$ 35	0.00	\$ 4,200.00	\$	400.00	\$ 4,800.00	\$ 350.00	\$	4,200.00
			Bid Tot	al as Extend	ded: \$	1,788,247.00	\$	1,4	431,156.65	\$		1,553,020.95	\$		1,662,842.52	\$	1	,763,740.70
-			Base	Total as Re	ead:		\$	1,4	431,156.65	\$		1,561,120.95	\$		1,662,842.52	\$	1	,763,740.70
		,	Bid Security					Yes			Yes		Yes		25		Yes	
		ł	Addenda Acl	knowledged	1		Yes		Yes			Yes		Yes				





City of Quincy Department of Utilities & Engineering

To: Mayor and City Council Members

Cc: Laura Oakman

From: Jeffrey Conte, Director of Utilities & Engineering

Date: April 26, 2021

Subject: IDOT Resolution for Allocation of REBUILD Illinois Bond Funds

Mayor, City Council Members,

Please review the attached Illinois Department of Transportation (IDOT) Resolution for Improvement Under the Illinois Highway Code requesting to appropriate an additional \$415,000.00 of REBUILD Illinois bond funds to the City of Quincy. The additional funding will be used for the reconstruction of North 16th Street between Locust Street and Seminary Road. The allocation increases the total REBUILD Illinois bond funds for this project to \$1,265,000.00.

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

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



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: 4/26/2021 City Council Meeting

Additional Allocation of Rebuild IL Funds for North 16th (Locust to Seminary)

Last month the bid of \$1,397,300 from Laverdiere Construction was approved by the City Council. The roadway cost of the contract was \$1,149,661.00. This portion was to be funded by \$850,000 of Rebuild IL Funds with the remainder of covered by the City's Capital funds. Since then, the City has received another \$446,312.43 of Rebuild IL Funds. Therefore, we are now requesting an additional \$415,000 of Rebuild IL funds to be allocated to the project. The total Rebuild IL Funds allocated to the project will be \$1,265,000. This will cover the roadway portion of the project plus 10%.

The remainder of the project will be funded with water & sewer funds as originally planned.

	Rebuild IL	Capital	Water (501)	Sewer (502)
Original Funding	\$ 850,000.00	\$414,627.10	\$226,283.20	\$46,119.70
Revised Funding	\$1,265,000.00	\$ -	\$226,283.20	\$46,119.70

Note \$ amount includes 10% over the bid amount.

Attached is a copy of the supplemental resolution for the funds.



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement		Resolution	п Туре	Resolution Number Section Number					
∑ Yes ☐ No			Supplen	nental			20-00339-00-PV		
BE IT RESOLVED, by the Council		of the City							
Go	verning Body T	ype			Loca	al Public	c Agency Type		
of Quincy		nois tha	at the follow	ing describ	ed street(s)/road	l(s)/str	ucture be improved under		
Name of Local Public Agency	h. Contrac	ı							
the Illinois Highway Code. Work shall be done	Contrac		Labor						
For Roadway/Street Improvements:		,							
Name of Street(s)/Road(s)	Length (miles)		Route		From		То		
North 16th Street	0.26			Locust S	Street	S	eminary Rd		
Wells Avenue	0.08			North 16	ith	Ν	orth 17th		
Center Avenue	0.03			North 16	ith	N	orth 17th		
For Structures: Name of Street(s)/Road(s)	Existi		Route		Location		Feature Crossed		
	Structure	∋ No.			Loodijoii		Today Olossed		
New PCC & HMA pavement, PCC curbe used for construction engineering. Project to be funded with REBUILD III Original resolution on 8/3/2020 was for REBUILD Illinois Funds.	inois bond 1	funds			·		Í		
That there is hereby appropriated the sum of the s	of Four-hun	dred	fifteen the	ousand					
					\$415.00	n nn) for the improvement of		
said section from the Local Public Agency's all BE IT FURTHER RESOLVED, that the Clerk is of the Department of Transportation.			l Tax funds						
l,	City			Cle	rk in and for said	(City			
Name of Clerk	Loc	al Publ	ic Agency Ty	pe		Ļ	ocal Public Agency Type		
of Quincy Name of Local Public Agency	in	the Sta	ate aforesai	d, and keep	per of the records	s and f	iles thereof, as provided by		
statute, do hereby certify the foregoing to be a	true, perfect a	and cor	mplete origi	nal of a res	olution adopted l	by			
	Quincy				_ at a meeting he	eld on ,	April 26, 2021 .		
Governing Body Type	Name	of Loca	al Public Age	псу		_	Date		
IN TESTIMONY WHEREOF, I have hereunto s	set my hand a	nd sea	I this	day of _	Month Yea		<u>_</u> ·		



Resolution for Improvement Under the Illinois Highway Code



(SEAL)

Clerk Signature	Date
	Address and American
Approved	
Regional Engineer	
Department of Transportation	Date
	Province Control of Co

RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for a project that includes pavement patching, replacement of outdated fire hydrants, and the addition of sanitary sewer manholes in the Willow Creek, Homestead, and Breckenridge Subdivisions; and,

WHEREAS, there were bidding tabulation discrepancies; now,

THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Central Services Committee recommend to the Mayor and Quincy City Council that all bids be rejected and the project be re-scoped and rebid.

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

April 26, 2021

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: Sept. 8, 2020

SUBJECT: Annexation of seven properties

Aerial maps are attached showing seven properties under consideration for annexation.

1702 N. 24 th Street	2500 N. 24 th Street	PIN 19-0-0891-005-00	PIN 20-0-0576-037-00
1803 N. 24 th Street	3209 N. 5 th Street	PIN 19-0-0891-007-00	

1702 N. 24th Street & 1803 N. 24th Street are a continuation of the 2020 annexation of lots along N. 24th Street (north of Locust Street). The lots are now contiguous to the city following the annexation of more than a dozen properties in that area. Each lot is served by City Water.

The request to annex 2500 North 24th Street was submitted by the owner. The latest GIS data shows five addresses on this lot, all of which appear to be residential dwellings. This property is contiguous to the city and is currently served by City Sewer.

The request to annex 3209 N. 5th Street was submitted by the owner. There is currently one residential dwelling on the lot. The council recently approved subdividing the lot into three lots. The owner told staff the intention is to sell the lots for residential use. This property is contiguous to the city and is served by City Water

The request to annex PIN 19-0-0891-005-00 & PIN 19-0-0891-007-00 was submitted by the owner. The council recently approved a rezoning of the two properties and a special permit for planned development (drainage area) for one lot ahead of proposed expansion of a local business (Farm & Home Supply). These two lots are contiguous to the city and are currently undeveloped.

The request to annex PIN 20-0-0576-037-00 was submitted by the owner. The council recently approved the subdivision of this property and 3701 Prairie Ridge Drive into three lots for residential development. This property is contiguous to the city. At this time, the only existing dwelling is at 3701 Prairie Ridge Drive, which is already located within city limits.

Per Ordinance 53.01 – Annexation Petition Requirements, city staff is to evaluate the cost and benefit of property annexations.

The state-shared municipal revenue forecast for August 2021 is \$171.84 per capita. As the available GIS data shows eight current addresses, calculated at one person address, staff estimates the addresses would generate \$1,374.72 in state-shared municipal revenue, which includes, but is not limited to: Local Government Distributive Fund, State Use Tax, and Motor Fuel Tax. Based on the redevelopment plans for several of the lots, the number of addresses could increase to 12, increasing the projection to \$2,062.08 based on one person per address, which is a conservative estimate.

The portion of the 2019 real estate taxes paid to the city in 2020 would be \$1,658.26 if the properties listed above were in the city. This number would obviously increase if the recently approved subdivisions result in four additional single-family dwellings.

Attached for your consideration is an ordinance annexing the properties listed above into the city of Quincy.

ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN TERRITORIES TO THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS

WHEREAS, there was heretofore filed with the City Clerk of the city of Quincy, Illinois individual, written petitions by Michael & Nancy Bernhardt; by Sherry Hills Garner; by Elmer Orf; by Christine Keane; by Quincy Farm Supply Co.; and by Thomas Hellhake, requesting annexation of certain real estates and lands to the city of Quincy; and

WHEREAS, this City Council, after having examined said petitions and being familiar with the contents thereof, finds as follows:

- A. That said petitioners are the owners of record of the lands, real estates and territories hereinafter described.
 - B. That petitioners are the only owners of record within said real estates and territories.
- C. That said real estates, lands and territories are not within the corporate limits of any municipality, but are contiguous to, and immediately adjoin the corporate limits of the city of Quincy, Adams County, Illinois; and

WHEREAS, this City Council, after due consideration hereby concludes that the annexation to the city of Quincy of the real estates, lands and territories mentioned and described in said petition is in the public interest.

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

Section 1. That the following territories which are not now within the corporate limits of the city of Quincy, but which are contiguous thereto, and which said territories are known and described as follows, to-wit:

That part of the Southwest Quarter of Section Twenty-three (23) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, which is bounded and more particularly described as follows, to-wit: Commencing at the Southeast corner of the Southwest Quarter of said Section Twenty-three (23); thence West along the South line of said Southwest Quarter Five Hundred Seventy-eight and Sixteen Hundredths (578.16) feet to a point at the intersection of the South line of said Southwest Quarter and the center line of North Fifth Street extended; thence North 00 degrees 41 minutes East on a line parallel with the East line of said Southwest Quarter and along the center line of North Fifth Street extended Sixteen Hundred Fifty-two (1652) feet, to the true point of beginning, thence from said true point of beginning North 87 degrees 28 minutes West Four Hundred Thirty-one and Twenty-nine Hundredths (431.29) feet to an iron pipe; thence North 00 degrees 41 minutes East parallel to the East line of said Southwest Quarter Five Hundred Five (505) feet to an iron pipe; thence South 87 degrees 28 minutes East Four Hundred Thirty-one and Twenty-nine Hundredths (431.29) feet to a point on the centerline of said North Fifth Street; thence South 00 degrees 41 minutes West along the centerline of said North Fifth Street and parallel to the East line of said Southwest Quarter Five Hundred Five (505) feet to the point of beginning, said tract containing 5.00 acres inclusive of and being subject to the Rightof-Way of North Fifth Street extended along the East side thereof, all as shown by the Plat of Survey by W. H. Klingner and Associates, Engineering, as recorded in the Office of the Recorder of Deeds in and

for Adams County, Illinois in Book 13 of Plats, at Page 320, to which reference is made for greater certainty, all situated in the County of Adams, in the State of Illinois,

Excepting therefrom the following described tract:

A part of the Southwest Quarter of Section Twenty-three (23) in Township One (1) South of the Base Line and in Range Nine (9) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit: Commencing on the South line of said Southwest Quarter Five Hundred Seventy-eight and Sixteen Hundredths (578.16) feet from the Southeast corner of said Southwest Quarter; thence North 00 degrees 19 minutes 46 seconds East One Thousand Six Hundred Fifty-two (1,652) feet; thence North 87 degrees 24 minutes 38 seconds West Three Hundred Eighty-five and Eighty-six Hundredths (385.86) feet from the true point of beginning; thence from said true point of beginning North 87 degrees 24 minutes 38 seconds West Forty-five and Forty-three Hundredths (45.43) feet; thence North 00 degrees 19 minutes 46 seconds East Fifty-nine and Thirty-four Hundredths (59.34) feet; thence South 34 degrees 00 minutes East Thirty-seven and Eight Hundredths (37.08) feet; thence Southeasterly along a circular arc to the left having a central angle of 08 degrees 49 minutes 36 seconds and a chord distance of Thirty-nine and Thirteen hundredths (39.13) feet to the true point of beginning, containing Twenty-nine Thousands (0.029) of an acre.

Commonly known as 3209 North 5th Street

P.I.N.: 22-0-0466-001-00

NW SEC 30 1S8W - EX .541A AND EX .459A SUB- NW 4A OF MID 12A OF W PT NW SEC 30 Commonly known as 2500 North 24^{th} Street

P.I.N.: 19-0-0587-000-00

Part of Lot 3 as shown in Jothem Streeter's Plat of Survey of the Southeast Quarter of Section 25, in Township 1 South of the Base line, Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, described as follows: Commencing at the Southeast corner of said Lot 3, thence North 70 feet along the East line of said Lot 3; thence West parallel with the South line of said Lot 3, 155 feet; thence South parallel with the East line of said Lot 3 to the South line of said Lot 2; thence East 155 feet to the place of beginning. Above Plat of Survey recorded in Book 1 of Plats, at Page 119. Situated in Adams County, Illinois.

Commonly known as 1803 North 24th Street

P.I.N.: 22-0-0842-000-00

All that parcel of land in city of Quincy, Adams County, State of Illinois, as more fully described in deed DOC #200318110, ID# 19-0-0688-000-00, being known and designated as: the west 192 ½ feet, except the north 107 feet thereof, of Lot 7 of Maertz and Durants subdivision of the south half of the southwest quarter of section 30 in township 1 south of the base line, in range 8 west of the fourth principal meridian, subject to roads as presently located on the south and west sides of said real estate, all situated in the county of Adams in the state of Illinois.

Commonly known as 1702 North 24th Street

P.I.N.: 19-0-0688-000-00

A part of the tract of land lying in the East 45 Acres of the South Half of the Southeast Quarter of Section 32, Township 1 South of the Base Line, Range 8 West of the Fourth Principal Meridian, Adams County, Illinois and described in a deed recorded in Book 705 at Page 3477 in the Adams County Recorder's Office, said part described as follows:

Beginning at the southeast corner of said tract recorded in book 705 at Page 3477, said corner also being a port on the north line of a 9.036 acre tract described in a deed recorded in Book 520 of Deeds at Page 2937; thence North 88 degrees 56 minutes 51 seconds West on the south line of said tract recorded in

Book 705 at Page 3477 and on the north line of said 9.036 acre tract 76.00 feet; thence North 01 degree 40 minutes 25 seconds East parallel with the east line of said tract recorded in Book 705 at Page 3477 at distance of 120.00 feet; thence South 88 degrees 56 minutes 51 seconds East parallel with the south line of said tract recorded in Book 705 at Page 2477 a distance of 76.00 feet to a point on the east line of said tract recorded in Book 705 at Page 3477, said point also being a point on the west line extended of a 5.29 acre tract described in a deed recorded in Book 522 of Deeds at Page 1193; thence South 01 degree 40 minutes 25 seconds West on said east line 120.00 feet to the point of beginning. P.I.N.: 19-0-0891-005-00

Lot 1 of Quincy Farm Supply Co. Subdivision, a subdivision situated in Adams County, Illinois and as shown on the Official Plat recorded as Document No. 2017R-06670 in the Adams County Recorder's Office.

P.I.N.: 19-0-0891-007-00

Lots One (1) and Two (2) in Appy Acres of Prairie Ridge Subdivision being a part of the Southwest Quarter (SW1/4) of Section Eight (8), in Township Two (2) South, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, as referenced on the plat of said subdivision recorded as Document No. 2020R-11575.

Lots Three (3) in Appy Acres of Prairie Ridge Subdivision being a part of the Southwest Quarter (SW1/4) of Section Eight (8), in Township Two (2) South, Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, as referenced on the plat of said subdivision recorded as Document No. 2020R-11575.

P.I.N. 23-3-3443-000-00 & 20-0-0576-037-00

shall be and the same is hereby annexed to and made a part of and included within the corporate limits of the city of Quincy, Illinois.

Section 2. That the City Clerk shall be and is hereby authorized, empowered and directed to file and have recorded in the Office of the Recorder of Deeds in and for Adams County, Illinois, a certified copy of this ordinance, together with an accurate map of the territory hereto annexed, pursuant to statute in such case made and provided.

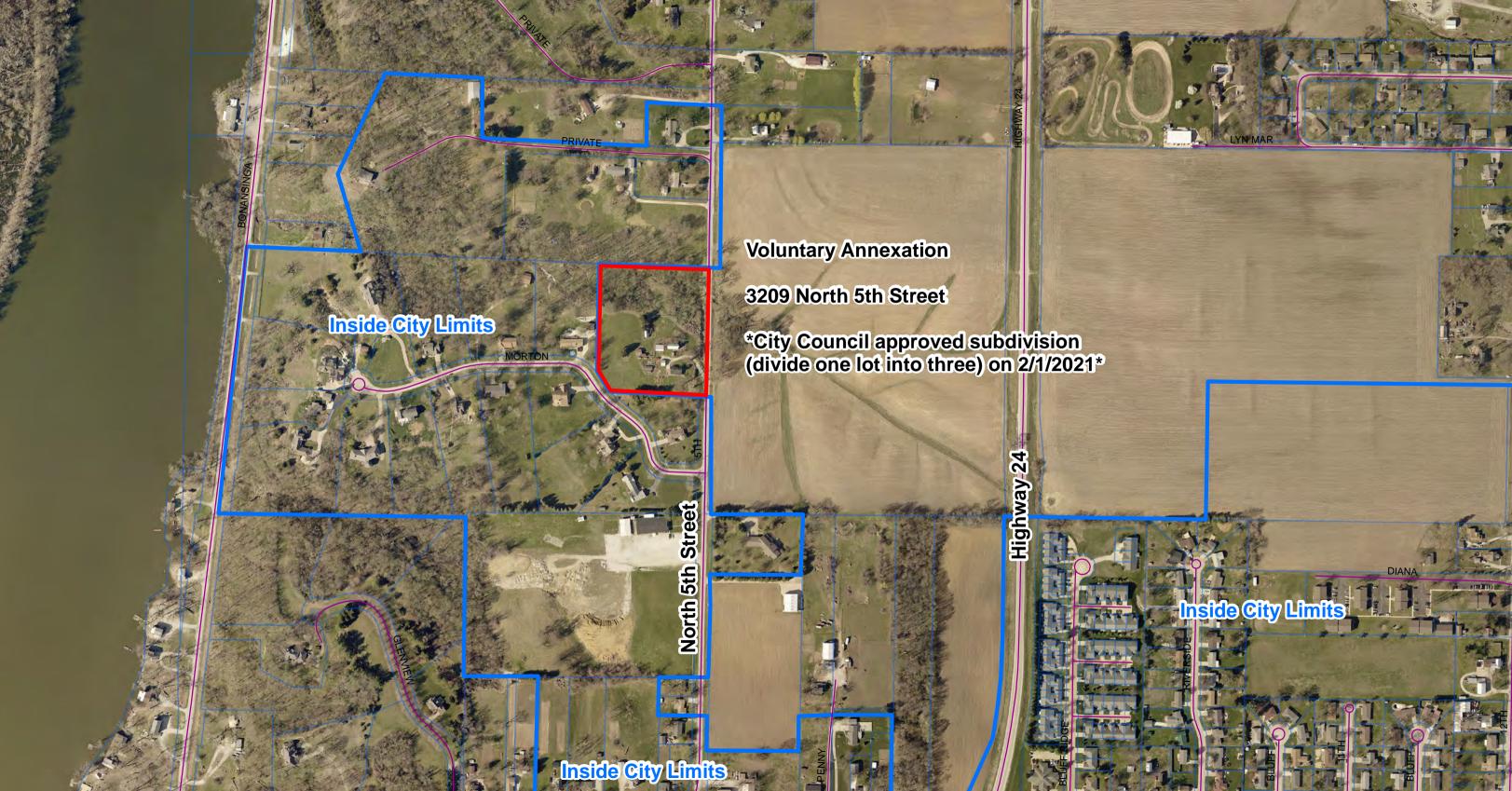
Section 3. That all ordinances and resolutions and parts thereof in conflict herewith are to the extent of such conflict, hereby repealed.

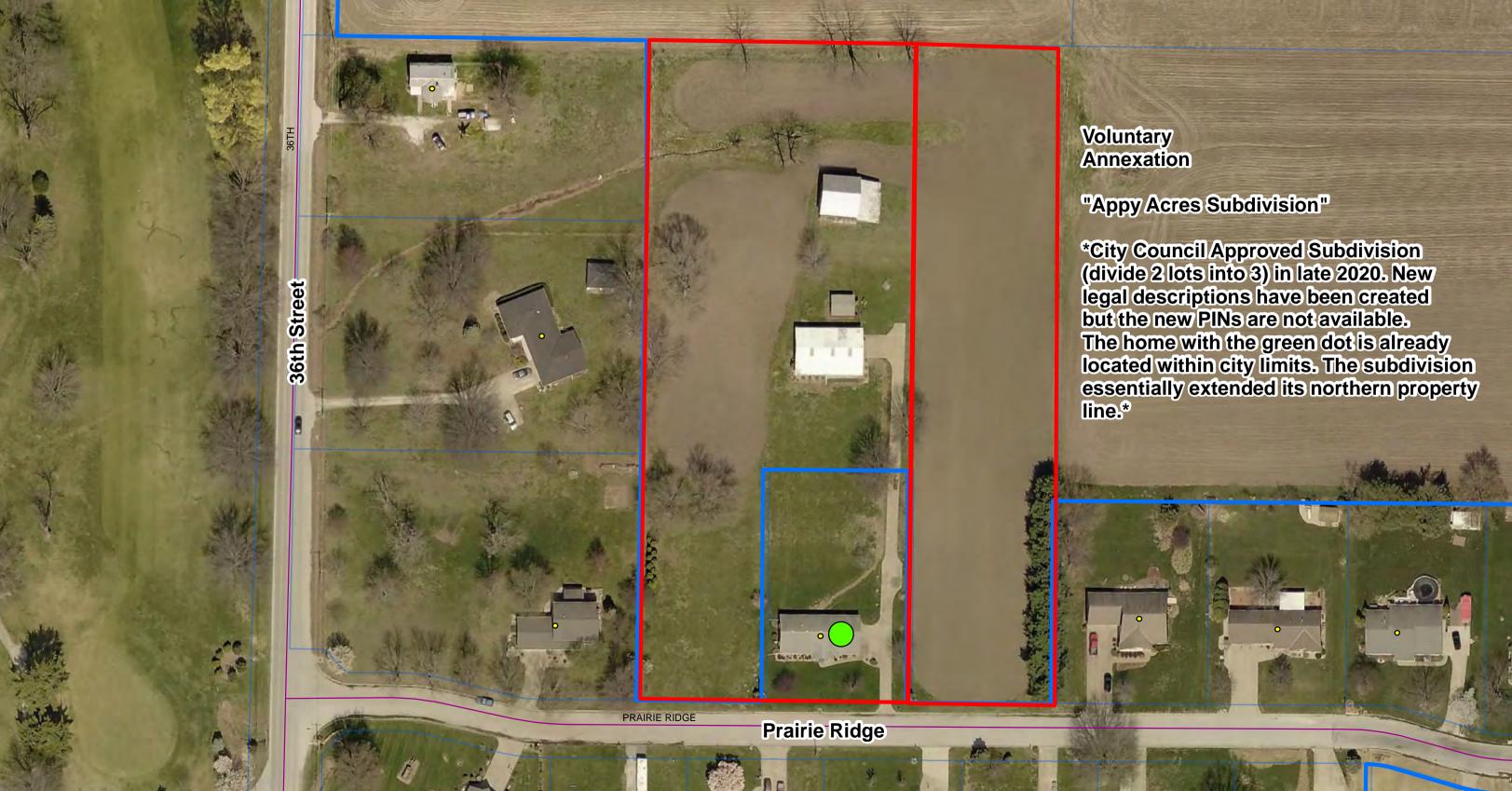
Section 4. This ordinance shall be in force and effect from and after its passage, approval and publication as provided by law.

ADOPTED:	CITY CLERK		
APPROVED:	MAYOR		
Officially published in pamphlet form this	day of	, 2021	











THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, April 19, 2021

The regular meeting of the City Council was held this day at 7:00 p.m. with Mayor Kyle A. Moore presiding.

The following members were physically present:

Ald. McKiernan, Entrup, Bergman, Bauer, Finney, Holbrook, Farha, Sassen, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 13.

Absent: Ald. Rein. 1.

The minutes of the regular meeting of the City Council held April 12, 2021, were approved on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Assistant Corporation Counsel Bruce Alford.

The City Clerk presented and read the following:

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311") makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation is authorized by 30 ILCS 740/3-1 *et seq.* to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF QUINCY D/B/A QUINCY TRANSIT LINES:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2022 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of the City of Quincy d/b/a Quincy Transit Lines.

Section 2. That while participating in said operating assistance program, the City of Quincy d/b/a Quincy Transit Lines will provide all required local matching funds.

Section 3. That the Mayor of the City of Quincy, Quincy Transit Lines, and the Quincy City Council are hereby authorized and directed to execute and file on behalf of the City of Quincy d/b/a Quincy Transit Lines such application.

Section 4. That the Mayor of the City of Quincy, Quincy Transit Lines, and the Quincy City Council are authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Mayor of the City of Quincy, Quincy Transit Lines, and the Quincy City Council are hereby authorized and directed to execute and file on behalf of the City of Quincy d/b/a Quincy Transit Lines a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2022.

Section 6. That the Mayor of the City of Quincy, Quincy Transit Lines, and the Quincy City Council are hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this 19th day of April 2021.

Ald. Reis moved for the adoption of the resolution, seconded by Ald. Entrup, and on the roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

RESOLUTION ACCEPTANCE OF THE SPECIAL WARRANTY

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS, a simplified process for assuring employee protection that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF QUINCY D/B/A QUINCY TRANSIT LINES:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, the City of Quincy d/b/a Quincy Transit Lines hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the Quincy City Council on the 19th day of April, 2021.

Ald. Entrup moved for the adoption of the resolution, seconded by Ald. Bergman, and on the roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

ORDINANCE

Adoption of an ordinance entitled: An Ordinance Vacating A Street. One-block stretch of College Ave. (from 17th St. to 18th St.)

Ald. Bergman moved the adoption of the ordinance, seconded by Ald. Sassen, and on the roll call each of the 13 Aldermen voted yea, with 1 absent.

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

ORDINANCE

Adoption of an ordinance entitled: An Ordinance Adopting The Quincy Riverfront Master Plan 2021.

Ald. Uzelac moved the adoption of the ordinance, seconded by Ald. Awerkamp, and on the roll call the following vote resulted: Yeas: Ald. Sassen, Mast, Awerkamp, Uzelac, Holtschlag, McKiernan, Entrup, Bergman, Bauer, Finney, Holbrook. 11. Nays: Ald. Farha, Reis. 2. Absent: Ald. Rein. 1.

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

ORDINANCE

Adoption of an ordinance entitled: An Ordinance Adopting The Annual Operating Budget For The City Of Quincy, Illinois, For The Fiscal Year Ending April 30, 2022.

Ald. Farha moved the adoption of the ordinance, seconded by Ald. Sassen, and on the roll call the following vote resulted: Yeas: Ald. Finney, Holbrook, Farha, Sassen, Mast, Reis, Awerkamp, Uzelac, Holtschlag, McKiernan, Entrup, Bauer. 12. Nay: Ald. Bergman. 1. Absent: Ald. Rein. 1.

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

ORDINANCE

First presentation of an ordinance entitled: An Ordinance Annexing Certain Territories To The City Of Quincy, Adams County, Illinois, commonly known as: 3209 N. 5th Street; 1803 N. 24th Street; 2500 N. 24th Street; 1803 N. 24th Street; 1702 N. 24th Street; two lots near Quincy Farm Supply Co., and two additional lots located in Appy Acres of Prairie Ridge Subdivision.

Ald. Finney moved the ordinance be read by its title, seconded by Ald. Entrup. Motion carried.

The City Clerk read the ordinance by its title.

REPORT OF FINANCE COMMITTEE

	Quincy, Illinois		
	Transfers	Expenditures	Payroll
City Hall		2,565.31	30,785.68
Plannning & Dev	20,500.00		
9-1-1	32,500.00		

Recycle	6,000.00		
Building Maintenance		5,396.02	
Comptroller		165.27	10,234.22
Legal Department		128.71	8,667.59
Commissions		0.00	634.60
IT Department		606.36	13,104.82
Police Department		27,382.49	266,258.91
Fire Department		8,598.20	191,814.66
Public Works		1,482.89	42,248.95
Engineering		3,707.63	20,614.37
GENERAL FUND SUBTOTAL	59,000.00	50,032.88	584,363.80
Planning and Devel		949.59	20,822.29
911 System		0.00	39,689.89
911 Surcharge Fund		44.33	
Traffic Signal Fund		762.56	
Police Dept. Grants		218.96	
Crime Lab Fund		515.06	
Transit Fund		1,695.52	60,344.12
Capital Projects Fund		41,048.48	
Special Capital Funds		451.41	
Special Tax Alloc - TIF #2		41,394.14	
Water Fund		36,705.89	89,558.26
Sewer Fund		74,000.06	19,482.38
Quincy Regional Airport Fund		10,149.65	14,633.49
Regional Training Facility		397.00	
Garbage Fund		19,448.25	12,671.39
Recycle Fund		80.83	8,274.09
Central Garage		58,719.86	19,733.78
Self Insurance		16,502.64	5,715.92
Health Insurance Fund		690,852.81	
CBD Revolving Loan		4,692.72	
Animal Rescue Trust		305.00	
BANK 01 TOTALS	59,000.00	1,048,967.64	875,289.41
ALL FUNDS TOTALS	59,000.00	1,048,967.64	875,289.41

Mike Farha Jack Holtschlag Anthony E. Sassen Richie Reis

Finance Committee

Ald. Reis, seconded by Ald. Awerkamp, moved the reports be received and vouchers be issued for the various amounts and on the roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

MOTION

Ald. Entrup moved to refer to the Traffic Commission the installation of 2 hour parking at 1726 N. 12th at 3 parking spaces in front of business. Motion carried.

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

LAURA OAKMAN

City Clerk



DEPARTMENT OF CENTRAL SERVICES SPECIAL COMMITTEE MEETING NOTICE

A special Central Services Committee Meeting will be held Monday, April 26th in Engineering's Conference Room 235 of City Hall at 6:30 p.m. before the City Council Meeting.

Agenda

- 1. Call Meeting to Order
- 2. Approval of Minutes
- 3. Public Comment (3 minutes)
- 4. Old Business a) Review of the North 12th Street Sidewalk / Kochs Lane Bid
- 5. New Business
- 6. Late Additions

Respectfully submitted,

Kevin McClean Central Services Director

AGENDA POLICE ALDERMANIC COMMITTEE MEETING Monday, April 26, 2021

DATE: Monday, April 26, 2021

PLACE: Caucus Room

TIME: 6:30 p.m.

- I. Call meeting to order
- II. Approve Minutes
- III. Public Comment (limited to 3 minutes per person)
- IV. Old Business
- V. New Business
 - Purchase of Bosch Crash Data Retrieval (CDR) Unit
 - Lexipol
- VI. Adjourn

Respectfully Submitted,



Robert A. Copley, Chief of Police

POSTED: <u>04/23/2021 at 0900 hrs.</u>

CITY OF QUINCY

WASHINGTON THEATER REDEVELOPMENT COMMISSION

706 Maine Street | Third Floor | Quincy, IL 62301 Office: 217-228-4515 | Fax: 217-221-2288



MEETING AGENDA – April 27, 2021 at 5:30 p.m.

This meeting is open to the public with limited capacity. Anyone seeking to attend the meeting must contact the Dept. of Planning & Development by 12:00 pm the day of the meeting by phone (217-228-4515) or by email (p&d@quincyil.gov). All attendees are requested to wear a mask when entering City Hall and during the meeting.

The city will provide remote access, which can be requested by calling 217-228-4515 or by emailing p&d@quincyil.gov prior to 12:00 pm the day of the meeting. Written comments received prior to 12:00 pm the day of the meeting will be read into the record during the meeting. The comments can be sent to the email listed above or by email to "Dept. of Planning & Development – 706 Maine Street (3rd Floor) – Quincy, IL 62301"

- Approve minutes.
- Approve Financial Report
- Old Business

THEATER

- Additional Commissioners
- Building & Grounds
 - Killis Almond Update
 - o Marquee
- Event Planning 2021 when is it safe?
 - o Music Trivia Night
 - o Rocky Horror
 - Concert at OLC Update
 - Other Events
- Fundraising
 - Need Chair Person
- New Business
 - New Commission Member Kayla Fuller, Architectural Designer with Klingner & Associates
- Public Comment (Limited to three (3) minutes)
 - -Adjournment