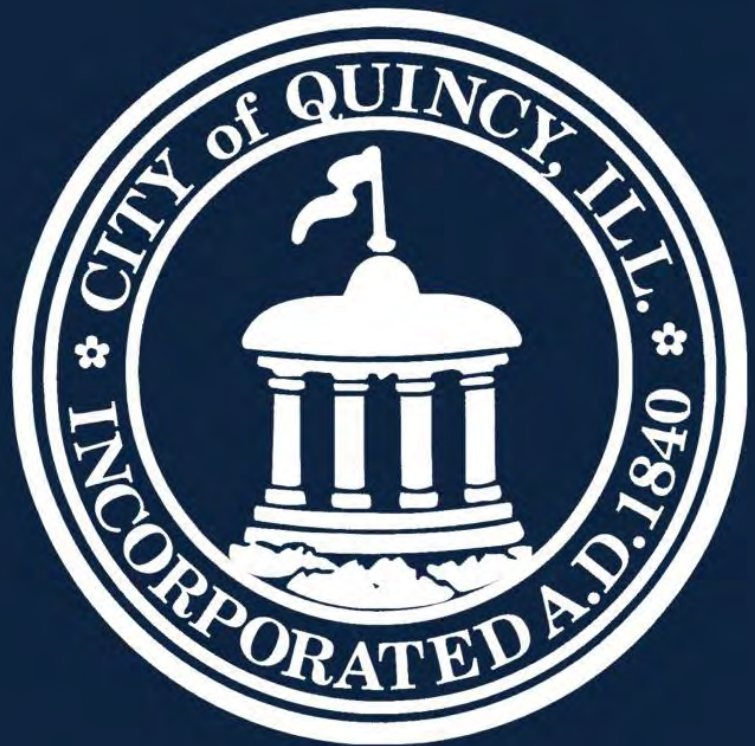


Council Meeting for June 7, 2021



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 12:00 PM the day of the meeting by calling 217-228-4510 or emailing cityclerk@quincyl.gov. 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 cityclerk@quincyl.gov 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.

CITY COUNCIL AGENDA

June 7, 2021

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

PETITIONS

Ward 2 By Fireworks Authority Inc. requesting permission to hold a fireworks display on July 2nd at QU Stadium, 1800 Sycamore St. The Quincy Fire Department has given their approval.

Ward 2 By Fireworks Authority Inc. requesting permission to hold a fireworks display on July 3rd at QU Stadium, 1800 Sycamore St. The Quincy Fire Department has given their approval.

Ward 6 By Quincy Country Club/Fireworks Authority Inc. requesting permission to hold a fireworks display on July 3rd at Quincy Country Club, 2410 State St. The Quincy Fire Department has given their approval.

Ward 7 Special Event Application from Linda Gilker, owner of Linda's Just One More located at 601 Payson Ave. The applicant is requesting permission to hold a fish fry on Saturday, June 12, 2021, between the hours of 11:00 a.m. and 1:00 p.m. The applicant has received written permission from the property owner of 601 Payson Avenue and the adjacent vacant lot for use of the properties for this event. The applicant requests that liquor ordinances 111.096(a) and 111.096(d) be waived to allow for the consumption and possession of liquor on a public street and permitting open liquor to leave the licensed premises. The applicant has also requested approval of a Live Entertainment/Public Gathering License. The applicant has submitted all required documents and approval is recommended by the Department of Utilities & Engineering pending approval of the Live Entertainment/Public Gathering License and Waiver of Liquor Ordinances by the Quincy Police Department.

Ward 7 Special Event Application from Bruce Guthrie, Executive Director of the District. The applicant is requesting permission to hold Blues in the District Concerts between the hours of 12:00 p.m. (noon) and 1:15 p.m. and 5:30 p.m. and 9:30 p.m. on Friday, June 11, 2021. The applicant requests "No Parking" signs for nine (9) parking stalls along the east side of Washington Park, beginning at Maine St. and extending north, and eleven (11) parking stalls along the south side of Washington Park, beginning at 5th Street and extending west. The "No Parking" request will be in effect at 12:00 p.m. (noon) and through the duration of the event to allow for food vendor trucks and trailers. The applicant also requests four (4) "Accessible Parking Signs" for the south side of Washington Park, west of the requested "No Parking"

signs. The applicant has also requested approval of a Live Entertainment/Public Gathering License. Emergency Management Services, the Quincy Police Department, and the Quincy Park District have been involved with the coordination of the event. The Department of Utilities & Engineering recommends approval of the request pending submission of all required documents and approval of the Live Entertainment/Public Gathering License by the Quincy Police Department.

Ward 6 A request for a Special Permit for a Planned Development requested by Tanner Freiburg/Maxamillion's, Inc. to obtain a liquor license as a means to operate multiple video gaming machines at 1905 Jefferson St., presently zoned C1B.

Ward 4 Revocable Permit for Encroachment of City Right-of-Way from Laura Wright of 125 Woodlawn Road. Ms. Wright is requesting permission to place a brick retaining wall along the west side of her property at 125 Woodlawn Road. The Director of Utilities and Engineering presents this request subject to the following conditions:

1. The petitioner is responsible for the installation and maintenance of the retaining wall.
2. The petitioner is responsible for any damage to City infrastructure resulting from the installation of the retaining wall.
3. The city or other users of the right-of-way may remove the retaining wall as necessary for the repair or replacement of public utilities and infrastructure with the replacement of the retaining wall being the responsibility of the petitioner.

MEMORANDUM-UPDATE FROM GREDF

REPORT OF PLAN COMMISSION

Ward 1 The Special Permit for a Planned Development to develop an office/shop for an on-site water and fire damage restoration service at 2301 N. 12th St. and 2315 N. 12th St., presently zoned C1B, subject to conditions. Petitioner has withdrawn his Petition.

RESOLUTIONS

Aeronautics Committee and Airport Director recommending approval of an agreement with WFI Holdings-B, LLC to purchase 1.4 acres of wetland bank credits for a city share of \$3,465.

Director of Central Services and the Central Services Committee recommending approval of the quote from Quincy Mack in the amount of \$12,333.92 be accepted to rebuild the Trunnion on Recycle Truck #124 and an additional \$1,560.66 if rear spring need replaced. Also, \$6,000 to Quincy Machine & Welding to remove the bed for a total cost of \$19,894.58.

Director of Central Services and the Central Services Committee recommending approval for the purchase of a self-propelled intermediate striper from M-B Companies, Inc. of New Holstein, WI, in the amount of \$233,620.61.

Transportation Director and Transportation Advisory Committee recommending approval of the payment of \$9,540.18 to Bridgestone Tire to close out the tire lease.

Director of Utilities and Engineering and Utilities Committee recommending approval of the low bid from Million Construction in the amount of \$332,471.00 for the construction of a sanitary sewer extension to serve twelve residences on Harrison Plaza.

Director of Utilities and Engineering and Utilities Committee recommending approval of the bid from Laverdiere Construction of Macomb, IL, in the amount of \$1,988,691.00 for the replacement of sanitary sewer, water main, and lead water service lines on Oak Street between 5th and 8th Streets.

Director of Utilities and Engineering and Utilities Committee recommending approval of the quote from LINKO of Chicago, IL in the amount of \$12,735.00 be accepted for the use of data software for the daily management of the City's Industrial Pretreatment Program.

Director of Utilities and Engineering and Utilities Committee recommending the quote from Richards Electric of Quincy, Illinois in the amount of \$47,600 be accepted for the replacement of the motor controls on two high water pumps.

ORDINANCES

Adoption of an Ordinance entitled:

Ward 1 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Add 2 hour parking on the east side of N. 12th St., 720 feet north of the center line of Locust St. and extending north a distance of 120 feet.)

Ward 2 An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (4-Way Stop to be installed at 22nd and Elm St.)

Ward 7 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (15 minute parking implemented along the south side of Hampshire St., commencing at a point 100 feet west of the center of North 4th St. and extending west a distance of 50 feet.)

Ward 7 An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Change from: Kentucky St, 8th to 9th St, three times per day on days when school is in session from 10:50 a.m. until 11:00 a.m., 11:20 a.m. until 11:40 a.m., and 3:05 p.m. until 3:25 p.m., change to: Kentucky St, 8th to 9th St on days when school is in session. Addition to: 9th St, State to Kentucky St on days when school is in session.)

Second presentation of an Ordinance entitled:

Ward 1 An Ordinance Annexing Surrounded Territory (3011 N. 18th St., 1701 Highland Ln., 1709 Highland Ln., 3003 N. 18th St., 1622-1624 Highland Ln., 1730 Highland Ln., 2917 N. 18th St., 2823 N. 18th St., 1629 Kochs Ln., 1723 Kochs Ln., 1725 Kochs Ln., 1700 Kochs Ln., 1400 Highland Ln.).

Ward 3 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (No Parking Brennan Drive).

First presentation of an Ordinance entitled:

An Ordinance Requiring The Registration Of Residential Rental Property.

REPORT OF FINANCE



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Rob Copley
From: Jeffrey Conte, Director of Utilities & Engineering
Date: June 7, 2021
Subject: Special Event Application – Linda’s Just One More

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Linda Gilker, owner of Linda’s Just One More located at 601 Payson Avenue. The applicant is requesting permission to hold a fish fry on Saturday, June 12, 2021, between the hours of 11:00 a.m. and 1:00 p.m.

The applicant has received written permission from the property owner of 601 Payson Avenue and the adjacent vacant lot for use of the properties for this event. The applicant requests that liquor ordinances 111.096(a) and 111.096(d) be waived to allow for the consumption and possession of liquor on a public street and permitting open liquor to leave the licensed premises. The applicant has also requested approval of a Live Entertainment/Public Gathering License.

The applicant has submitted all required documents and approval is recommended by the Department of Utilities & Engineering pending approval of the Live Entertainment/Public Gathering License and Waiver of Liquor Ordinances by the Quincy Police Department.



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Chuck Bevelheimer, Rob Copley, Joe Henning, Kevin McClean
From: Jeffrey Conte, Director of Utilities & Engineering
Date: June 7, 2021
Subject: Special Event Application – Blues in the District

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Bruce Guthrie, Executive Director of the District. The applicant is requesting permission to hold Blues in the District Concerts between the hours of 12:00 p.m. (noon) and 1:15 p.m. and 5:30 p.m. and 9:30 p.m. on Friday, June 11, 2021.

The applicant requests “No Parking” signs for nine (9) parking stalls along the east side of Washington Park, beginning at Maine Street and extending north, and eleven (11) parking stalls along the south side of Washington Park, beginning at 5th Street and extending west. The “No Parking” request will be in effect at 12:00 p.m. (noon) and through the duration of the event to allow for food vendor trucks and trailers. The applicant also requests four (4) “Accessible Parking Signs” for the south side of Washington Park, west of the requested “No Parking” signs. The applicant has also requested approval of a Live Entertainment/Public Gathering License.

Emergency Management Services, the Quincy Police Department, and the Quincy Park District have been involved with the coordination of the event.

The Department of Utilities & Engineering recommends approval of the request pending submission of all required documents and approval of the Live Entertainment/Public Gathering License by the Quincy Police Department.



Department of Utilities & Engineering

To: Alderman Mike Farha, Alderman Tony Sassen
Cc: Mayor and City Council, Laura Oakman, Jeff Mays, Chuck Bevelheimer
From: Jeffrey Conte, Director of Utilities & Engineering
Date: June 7, 2021
Subject: Revocable Permit Request for Installation of a Retaining Wall

Alderman Farha, Alderman Sassen,

The Department of Utilities and Engineering has received an application for Revocable Permit for Encroachment of City Right-of-Way from Laura Wright of 125 Woodlawn Road. Ms. Wright is requesting permission to place a brick retaining wall along the west side of her property at 125 Woodlawn Road.

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

1. The petitioner is responsible for the installation and maintenance of the retaining wall.
2. The petitioner is responsible for any damage to City infrastructure resulting from the installation of the retaining wall.
3. The City or other users of the right-of-way may remove the retaining wall as necessary for the repair or replacement of public utilities and infrastructure with the replacement of the retaining wall being the responsibility of the petitioner.

Please review this information and let me know if you have any questions.
Thank you.

RESOLUTION

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

WHEREAS, the City of Quincy will be starting the reconstruction of runway 4/22, removal of runway 18/36, and realignment of taxiway B; and,

WHEREAS, 0.7 acres of wetland will be impacted as a result of said project; and,

WHEREAS, the Clean Water Act requires that property owners mitigate for any impact to wetlands on their property; and,

WHEREAS, the City of Quincy wishes to enter into an agreement with WFI Holdings-B, LLC to purchase 1.4 acres of wetland bank credits; and,

WHEREAS, the total cost for said wetland bank credit is \$69,300; and,

WHEREAS, this purchase is to be 90% funded by the United States Department of Transportation, 5% funded by the State of Illinois, and 5% by the City of Quincy; and,

WHEREAS, the City share of \$3,465 is included in the current fiscal year budget; and,

WHEREAS, the City of Quincy will act as the pass through for all state and federal funds; now,

THEREFORE, BE IT RESOLVED, the Aeronautics Committee and the Airport Director recommend that the Mayor and the City Clerk be authorized and directed to execute and attest, respectively all agreements and other standard documents associated with the purchase of 1.4 wetland bank credits.

Sandra Shore
Airport Director
June 7th, 2021

MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT

THIS MITIGATION CREDIT RESERVATION AND PURCHASE AGREEMENT (this “Agreement”) is made as of this ____ day of June, 2021 (“Effective Date”), by and between WFI Holdings-B, LLC, as seller (“Seller”), and The City of Quincy, Illinois, Attn: Michael Troup, Mayor, as purchaser (“Purchaser”).

RECITALS

A. Seller is the sponsor and owner of that certain mitigation bank identified as Sangamon River Wetland and Stream Mitigation Bank, USACE Action No.: CEMVR-OD-P-2016-310 (the “Mitigation Bank”). The establishment, use, operation and maintenance of the Mitigation Bank are subject to the requirements of that certain Sangamon River Wetland and Stream Mitigation Bank Banking Instrument (“MBI”) approved by the Interagency Review Team (as defined in the MBI) on December 16, 2020.

B. Pursuant to the requirements of the Clean Water Act and regulations promulgated thereunder, Purchaser must mitigate for impacts to 0.7 acres of WETLAND on certain property commonly known as Quincy Regional Airport located in Adams County, Runway 4/22 Reconstruction project-Seq. No. 22897 (the “Development Impacts”).

C. To mitigate the Development Impacts Purchaser has applied for certain permits from IDOT Seq. No.: 22897 (the “Permit”);

D. Purchaser desires to reserve and purchase from Seller 1.4 WETLAND bank credits (the “Reserved Credits”), and Seller has agreed to reserve and sell to Purchaser such Reserved Credits, on the terms and conditions hereinafter set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

1. Reservation and Sale of Credits.

(a) Reservation of Credits. So long as Purchaser delivers to Seller this Agreement signed by Purchaser together with a cash deposit in the amount of **Six Thousand Nine Hundred Thirty Dollars and No Cents (\$6,930.00)** (the “Deposit”), Seller agrees to reserve the Reserved Credits for Purchaser and its project for a period of Ninety (90) days from the Effective Date (the “Reservation Period”). Purchaser shall have the right and option to extend the Reservation Period for an additional Ninety (90) days by delivering written notice thereof to Seller together with an addition to the Deposit in the amount of **Six Thousand Nine Hundred Thirty Dollars and No Cents (\$6,930.00)** on or before the expiration of the Reservation Period. The Deposit shall, except in the case of default by Seller hereunder, be non-refundable to Purchaser.

(b) Sale of Credits. Subject to the terms and conditions of this Agreement and upon thirty (30) days advance written notice to Seller from Purchaser, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Reserved Credits solely to mitigate

for the Development Impacts. The parties acknowledge that the Section 404 permit process, and, if necessary, the Section 401 certification process under the Clean Water Act must be completed prior to Closing (defined below) and Purchaser may use this Agreement to satisfy its mitigation requirements for the Development Impacts as Purchaser is required to do under a certain Seq. No. 22897 Permit dated TBD 2021 issued by IDOT.

2. **Purchase Price.** The aggregate purchase price for the Reserved Credits shall be **Sixty-Nine Thousand Three Hundred Dollars (\$69,300.00)** (the "**Purchase Price**"), determined as follows:

(a) Purchaser shall pay **Forty-Nine Thousand Five Hundred Dollars (\$49,500.00)** per credit for WETLAND credits for a total of **Sixty-Nine Thousand Three Hundred Dollars (\$69,300.00)**.

3. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) **Deposit.** Simultaneous with Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller a cash deposit by wire transfer in the amount of **Six Thousand Nine Hundred Thirty Dollars and No Cents (\$6,930.00)** (the "**Deposit**"). The Deposit shall, except in the case of default by Seller hereunder, be non-refundable to Purchaser and shall be applied toward the Purchase Price at Closing.

(b) **Balance of Purchase Price.** The Purchase Price, *less* the Deposit paid pursuant to **Section 2(a)** above, shall be paid wire transfer to Seller of immediately available funds at Closing in full satisfaction of the Purchase Price.

4. **Closing.** Closing on the purchase and sale of the Reserved Credits ("**Closing**") shall occur electronically not later than **12/30/2021**. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within One Hundred Eighty (**180**) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever, and, effective upon such termination, Purchaser shall forfeit the Deposit and Seller shall be entitled to retain the Deposit. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within One Hundred Eighty (**180**) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever, and, effective upon such termination, Purchaser shall forfeit the Deposit and Seller shall be entitled to retain the Deposit.

5. **Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in **Section 3** above.

6. **Seller's Deliveries.** At Closing and upon receipt of the full Purchase Price, Seller shall deliver to Purchaser the following:

(a) a BILL OF SALE in the form attached hereto at **Exhibit A** in proper form and duly executed by Seller, (and/or any other documents as are reasonably necessary) evidencing the sale of the Reserved Credits to Purchaser; and

(b) Not more than ten (10) calendar days following Closing, Seller shall deliver, or cause to be delivered, to Purchaser a copy of Seller's ledger entry, or other documentation in a form satisfactory to the parties, recording the sale of the Reserved Credits to Purchaser as provided herein

and debiting the Reserved Credits sold to Purchaser against the outstanding 77.5 WETLANDS bank credits generated from the Mitigation Bank.

7. **Closing Costs.** Seller shall pay the cost of preparing the BILL OF SALE, any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's attorney's fees. Purchaser shall pay the cost of any inspections and investigations, any taxes and costs customarily paid by purchasers of credits from the Mitigation Bank, Purchaser's attorney's fees and other costs of Closing, if any.

8. **Effect of Condemnation, Regulatory Action or Force Majeure.**

(a) **Condemnation.** If the Mitigation Bank or any part thereof is taken prior to Closing pursuant to eminent domain proceedings, or if such proceedings are commenced prior to Closing, and, in either case, as a result the Seller determines that it will be unable to transfer the Reserved Credits to Purchaser at Closing as specified in this Agreement, then either party may terminate this Agreement by providing written notice thereof to the other at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(b) **Regulatory Action.**

(i) If Seller is unable to transfer the Reserved Credits to Purchaser as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(ii) If Purchaser is prevented by any regulatory agency from acquiring the Reserved Credits from Seller as provided in this Agreement, or if Purchaser's mitigation plan for its Development Impacts is not approved, despite Purchaser's diligent efforts, either party may terminate this Agreement by providing written notice to the other party at any time prior to Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be retained by Seller and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

(c) **Force Majeure.** If Seller determines that Seller will be unable to transfer the Reserved Credits, or any part thereof, to Purchaser at Closing as provided in this Agreement because of damage to or loss of the Mitigation Bank resulting from fire, flood, storm, drought, pandemic or other natural disaster, or from any other cause that is not the fault of Seller and is beyond Seller's reasonable ability to prevent or control (a "**Force Majeure Event**"), Seller shall notify Purchaser that Seller is unable to transfer the Reserved Credits as a result of a Force Majeure Event, whereupon either party may terminate this Agreement by providing written notice to the other party at any time prior to the scheduled date for Closing. If either party elects to terminate this Agreement as provided in this subparagraph, the Deposit shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

9. **Limitations on Purchaser's Rights.** Seller's sale and conveyance of the Reserved Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

10. **Default.**

(a) **By Purchaser.** If Purchaser fails to make any payment required of it hereunder in a timely manner, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) the Deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Reserved Credits from Seller, (iii) Seller may notify, if required by law, IDOT of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.

(b) **By Seller.** If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE RESERVED CREDITS, OR WITH RESPECT TO THE RESERVED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

(d) This Section 10 shall survive Closing or earlier termination of this Agreement.

11. **Term and Termination.** This Agreement shall be effective upon the date that all signatures and approvals are obtained. This Agreement shall commence on the Effective Date and shall terminate upon Closing, unless earlier terminated pursuant to any other provision in this Agreement.

12. **Representations and Warranties.** Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the

jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

13. **Miscellaneous.**

(a) **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

(b) **No Third-Party Beneficiary.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

(c) **Assignment.** This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.

(d) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.

(e) **Choice of Laws.** This agreement shall be construed, performed and enforced under the laws of the State of Illinois.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.

(g) **Notices.** All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller: WFI Holdings-B, LLC
 Attn: Chris Elliott
 248 Southwoods Centre
 Columbia, IL 62236

With a copy to: Michael Best & Friedrich LLP
 Attn: Michael S. Green, Esq.
 1 South Pinckney Street, Suite 700
 P.O. Box 1806
 Madison, WI 53701-1806

If to Purchaser: City of Quincy, Illinois
 Attn: Michael Troup, Mayor
 730 Maine St.
 Quincy, IL 62301

(h) Legal Capacity of Signatory. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

SELLER:

WFI HOLDINGS-B

By: _____

Name: **Chris Elliott** _____

Title: **Authorized Agent** _____

PURCHASER:

CITY OF QUINCY, ILLINOIS

By: _____

Name: **Michael Troup** _____

Title: **Mayor** _____

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

This Bill of Sale is made by WFI Holdings-B, LLC ("Seller") to City of Quincy, Illinois ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Mitigation Credit Reservation and Purchase Agreement dated as of _____ ("Purchase Agreement"), with respect to the sale and purchase of emergent wetlands bank credits generated within the Sangamon River Wetland and Stream Mitigation Bank in Sangamon County, Illinois ("Mitigation Site").

NOW THEREFORE, for and in consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, conveys and transfers to Purchaser 1.4 acres of wetlands bank credits from the Mitigation Site, for the purpose of Purchaser's mitigation of impacts to that certain property commonly known as Quincy Regional Airport located in Adams County, Illinois.

Dated this _____ day of _____, 2021.

WFI HOLDINGS-B LLC
a Delaware limited liability company

By: Chris Elliott, Authorized Agent

RESOLUTION

WHEREAS, the City of Quincy Central Services Department has the responsibility of removing Recycling materials from the Public Right-of-Way within the City limits; and

WHEREAS, We need to have rebuilt the Trunnion which is a piece that holds rear axles & suspension to truck on Recycle Truck #124 which is a 2014 Mack LEU613 with 11,694 hours. This is a dealer part only and they will be installing the new part because they are equipped to do this. We will also need to have the bed removed to perform this repair, Qcy Mack has contacted Quincy Machine & Welding to remove the bed.

WHEREAS, this is a dealer sole source,

WHEREAS, funds have been appropriated in this Fiscal Year Budget for this type of work,

NOW, THEREFORE BE IT RESOLVED, that the Director of Central Services and the Central Services Committee recommend to the Mayor and the City Council that the low responsible quote of Quincy Mack in the amount of \$12,333.92 be accepted to rebuild the Trunnion on Recycle Truck #124 also if rear springs need replaced that would be an additional \$1560.66 to Quincy Mack. Quincy Machine & Welding charges to remove the bed will be \$6000.00 for a total cost of \$19,894.58 be accepted.

Kevin McClean
Director of Central Services

June 7, 2021

RESOLUTION

WHEREAS, the City of Quincy, Central Services Department is in need of replacing the current paint machine; and

WHEREAS, the Central Services Department, Paint Division is in charge of striping streets each year; and

WHEREAS, the City of Quincy did seek proposals for the purchase of a self-propelled intermediate striper; and

WHEREAS, the proposal of \$233,620.61 from M-B Companies, Inc. meets the required specifications; and

WHEREAS, funding for the self-propelled intermediate striper has been included in the current Fiscal Year 2022 Central Services Operating Budget; now

THEREFORE BE IT RESOLVED, the Central Services Director and the Central Services Committee recommends to the Mayor and City Council that the purchase of the self-propelled intermediate striper from M-B Companies, Inc. of New Holstein, Wisconsin in the amount of \$233,620.61 be accepted.

Kevin McClean
Central Services Director

June 7, 2021



**City of Quincy
Quincy Transit Lines**

**2020 Jennifer Road
Quincy IL 62301**

**217-228-4550
Fax: 217-228-4448**

June 4, 2021

**Mayor Michael Troup
Honorable City Council Members**

On the Agenda Monday June 7, 2021 you will find a resolution to authorize the payment to buyout our Bridgestone tire lease contract.

Quincy Transit was involved in a tire lease program with Bridgestone Tire Corp, to provide tires for our 2009 model Chevy buses from 2009 through late 2018. The tire size of that vehicle was unique to the buses and was not a tire size that available locally through our vendors at the time.

In 2018 we had a full fleet of 2016 Ford buses delivered to us. These buses replaced the 2009 model buses. We are able to get the tires that the new buses required locally through Summy Tire who is the current holder of the contract for City fleet tires.

In negotiating the end of the lease agreement with Bridgestone we were able to use what is called a "Run Out" option which allowed us to keep the tires that were on the 10 Chevy buses and pay for them monthly as if the lease was still fully in affect. We still have 7 Chevy buses in stock for a total of 42 tires. We have 4 spare tires in stock as we occasionally have to put a 2009 in service.

The entire cost in 2018 to buy out the lease would have been over \$18,000. Under the current status of the contract we can now buy out the remainder of the contract for \$9,540.18. This amount will be covered 100% by Federal CARES funds therefore costing the City nothing to end a lease that under the "Run Out" option will continue into the future if we do not buy out. We currently spend \$5 and \$10 per month to cover the cost of the tires that we still have on buses. The full cost of the slow run out will be close to the full amount of the buyout we would like to do now.

I am asking for you to approve the buyout of the Bridgestone lease for \$9,540.18.

Please do not hesitate to call me if you have any questions.

Respectfully;

**Marty Stegeman
Transit Director
(217) 228-4567
(217) 430-5587 cell**

RESOLUTION AUTHORIZING PAYMENT TO BRIDGESTONE TIRE

WHEREAS, the Quincy Transit Lines operated 2009 Series buses up until 2018 as the primary frontline bus; and

WHEREAS, the City of Quincy contracted with Ron’s Tire for tires for equipment owned by the City up to that time; and

WHEREAS, Ron’s tire did not offer the tire size required by the 2009 series bus that Transit operated, and Transit was forced to contract with Bridgestone tire in a tire lease program; and

WHEREAS, Quincy Transit Lines received new 2016 model buses in 2018 and retired many of the 2009 series buses and the tire size on the new 2016 model bus is offered through Summy tire who now holds the City of Quincy Tire contract; and

WHEREAS, Quincy Transit Lines chose to end the lease with Bridgestone when it expired in 2018, and chose the “Run Out” option contained in the contract to reduce the lump sum buyout of tires remaining in stock on the vehicles; and

WHEREAS, The cost to buy out the remaining portion of the tire inventory of \$9540.18 will be applied to our CARES Federal Grant and will be paid at 100% with no cost to the city; now,

THEREFORE BE IT RESOLVED, the Transportation Director and Transportation Advisory Committee recommend to the Mayor and City Council that they approve the payment of \$9,540.18 to Bridgestone Tire to fully close out the tire lease.

PRESENTED AND ADOPTED this _____ day of June, 2021.

AUTHORIZED OFFICIAL

ATTEST

Mayor City of Quincy

Date

CITY OF QUINCY

Department of Utilities and Engineering

City Hall, Second Floor, 730 Maine Street
Quincy, Illinois 62301

emergency basis. The other two pumps will be upgraded in the future in a regular (i.e., non-emergency) basis. The quotes were as follows:

Richards Electric	\$47,600
Brown Electric	\$51,150

The Utilities Committee considered this matter and sent a recommendation to authorize Richards Electric to furnish and install two (2) 200-hp variable frequency drives for the inoperable High Water Pumps.

Software License Renewal (Fund 502)

The Department received an invoice for the annual renewal of the City's LINKO software license. This software is used to manage the Industrial Pretreatment Program. Under the terms of the City's contract with Inframark, the City is responsible for maintaining this license.

The Utilities Committee considered this request and sent a recommendation to approve payment of the invoice.

If you have questions or concerns about any of these items, please feel free to contact me.

RESOLUTION

WHEREAS, the residents of Harrison Plaza petitioned the City for the construction of a public sanitary sewer to replace failing septic tanks and leach fields on properties along Harrison Plaza; and,

WHEREAS, the Department of Utilities and Engineering advertised for bids for the construction of a sanitary sewer extension to serve twelve (12) residences on Harrison Plaza; and,

WHEREAS, the following bids were received:

Rees Construction Company Quincy, Illinois	\$477,155.00
Laverdiere Construction Macomb, Illinois	\$388,624.00
Million Construction Quincy, Illinois	\$332,471.00
Engineer's Estimate	\$455,975.00

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 2021/2022 Sewer Fund fiscal year budget; 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 Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Million Construction of Quincy, Illinois in the amount of \$332,471.00 be accepted and that the Mayor be authorized to sign the necessary contract documents.

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

June 7, 2021



CITY OF QUINCY

Department of Utilities & Engineering

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

MEMORANDUM

To: City Council & Administration

RE: 6/7/2021 City Council Meeting

Oak Street – North 5th to North 8th water & sewer bid

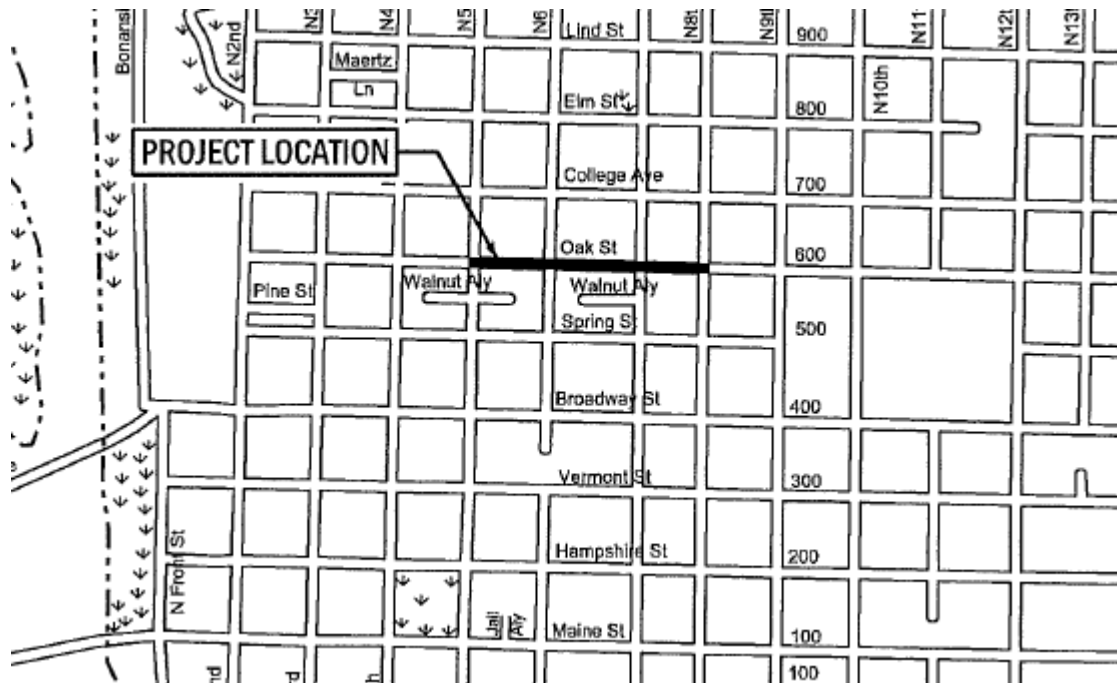
Bids were opened on Wednesday, June 2nd for the replacement of the failed 18” diameter sanitary sewer and the replacement of the water main from 1887. There are a couple of locations where sink holes have formed in the street over the collapsed sewer.

Work includes 1362 feet of sanitary sewer main, 8 manholes, sanitary sewer laterals, 1600 feet of new 8” water main, replacement of lead water services, and pavement patching.

3 bids were received (Bid tab attached):

Laverdiere Construction -	\$1,988,691.00
Million Construction -	\$2,209,960.00
Estimate -	\$1,900,984.00

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



RESOLUTION

WHEREAS, the Department of Utilities and Engineering advertised for bids for the replacement of sanitary sewer, water main, and lead water service lines on Oak Street between 5th and 8th Streets; and,

WHEREAS, the following bids were received:

Million Construction Quincy, Illinois	\$2,209,960.00
Laverdiere Construction Macomb, Illinois	\$1,988,691.00
Engineer's Estimate	\$1,900,984.00

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 2021/2022 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 Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Laverdiere Construction of Macomb, Illinois in the amount of \$1,988,691.00 be accepted and that the Mayor be authorized to sign the necessary contract documents.

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

June 7, 2021



CITY OF QUINCY

Tabulation of Bids

Project #: MU 007
 Description: Oak Street - 5th to 8th
 Bid Estimate: \$ 1,900,984.00

Date: 06/02/21
 Time: 11:00 AM

Name of Bidder:	Laverdiere Construction	Million Construction
Address of Bidder:	4055 W. Jackson Street Macomb, IL 61455	3626 South 46th Street Quincy, IL 62305
Engineer's Estimate		

Item No.	Items	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 9,445.00	\$ 9,445.00	\$ 15,000.00	\$ 15,000.00
2	TREE REMOVAL	EACH	1	\$ 2,000.00	\$ 2,000.00	\$ 2,993.00	\$ 2,993.00	\$ 500.00	\$ 500.00
3	TRENCH BACKFILL	TON	9250	\$ 25.00	\$ 231,250.00	\$ 24.00	\$ 222,000.00	\$ 35.00	\$ 323,750.00
4	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	1811	\$ 10.00	\$ 18,110.00	\$ 10.00	\$ 18,110.00	\$ 9.00	\$ 16,299.00
5	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	286	\$ 9.00	\$ 2,574.00	\$ 9.00	\$ 2,574.00	\$ 9.00	\$ 2,574.00
6	PORTLAND CEMENT CONCRETE PAVEMENT 7" (SPECIAL)	SQ YD	1685	\$ 90.00	\$ 151,650.00	\$ 124.00	\$ 208,940.00	\$ 110.00	\$ 185,350.00
7	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	184	\$ 105.00	\$ 19,320.00	\$ 98.00	\$ 18,032.00	\$ 95.00	\$ 17,480.00
8	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	102	\$ 120.00	\$ 12,240.00	\$ 109.00	\$ 11,118.00	\$ 100.00	\$ 10,200.00
9	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	11136	\$ 10.00	\$ 111,360.00	\$ 15.00	\$ 167,040.00	\$ 14.00	\$ 155,904.00
10	DETECTABLE WARNINGS	SQ FT	210	\$ 50.00	\$ 10,500.00	\$ 60.00	\$ 12,600.00	\$ 50.00	\$ 10,500.00
11	DRIVEWAY PAVEMENT REMOVAL	SQ YD	256	\$ 20.00	\$ 5,120.00	\$ 14.00	\$ 3,584.00	\$ 15.00	\$ 3,840.00
12	SIDEWALK REMOVAL	SQ FT	9855	\$ 3.00	\$ 29,565.00	\$ 3.00	\$ 29,565.00	\$ 2.00	\$ 19,710.00
13	PAVEMENT REMOVAL (SPECIAL)	SQ YD	1800	\$ 15.00	\$ 27,000.00	\$ 14.00	\$ 25,200.00	\$ 15.00	\$ 27,000.00
14	CURB REMOVAL AND REPLACEMENT	FOOT	245	\$ 80.00	\$ 19,600.00	\$ 85.00	\$ 20,825.00	\$ 150.00	\$ 36,750.00
15	PAVEMENT PATCHING, TYPE I, 7 INCH	SQ YD	2	\$ 250.00	\$ 500.00	\$ 179.00	\$ 358.00	\$ 350.00	\$ 700.00
16	PAVEMENT PATCHING, TYPE II, 7 INCH	SQ YD	440	\$ 150.00	\$ 66,000.00	\$ 139.00	\$ 61,160.00	\$ 250.00	\$ 110,000.00
17	PAVEMENT PATCHING, TYPE III, 7 INCH	SQ YD	68	\$ 150.00	\$ 10,200.00	\$ 139.00	\$ 9,452.00	\$ 225.00	\$ 15,300.00
18	PAVEMENT PATCHING, TYPE IV, 7 INCH	SQ YD	1014	\$ 150.00	\$ 152,100.00	\$ 139.00	\$ 140,946.00	\$ 200.00	\$ 202,800.00
19	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	25	\$ 90.00	\$ 2,250.00	\$ 133.00	\$ 3,325.00	\$ 90.00	\$ 2,250.00
20	STORM SEWERS, CLASS B, TYPE 2 12"	FOOT	188	\$ 100.00	\$ 18,800.00	\$ 160.00	\$ 30,080.00	\$ 90.00	\$ 16,920.00
21	SANITARY SEWER, TYPE 2 6"	FOOT	782	\$ 120.00	\$ 93,840.00	\$ 85.00	\$ 66,470.00	\$ 130.00	\$ 101,660.00
22	SANITARY SEWER, TYPE 2 18"	FOOT	1296	\$ 165.00	\$ 213,840.00	\$ 166.00	\$ 215,136.00	\$ 180.00	\$ 233,280.00
23	SANITARY SEWER, TYPE 2 24"	FOOT	66	\$ 190.00	\$ 12,540.00	\$ 240.00	\$ 15,840.00	\$ 200.00	\$ 13,200.00
24	SANITARY SERVICE CLEANOUT	EACH	30	\$ 750.00	\$ 22,500.00	\$ 733.00	\$ 21,990.00	\$ 950.00	\$ 28,500.00
25	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	45	\$ 120.00	\$ 5,400.00	\$ 135.00	\$ 6,075.00	\$ 135.00	\$ 6,075.00



CITY OF QUINCY

Tabulation of Bids

Project #: MU 007
 Description: Oak Street - 5th to 8th
 Bid Estimate: \$ 1,900,984.00

Date: 06/02/21
 Time: 11:00 AM
 Name of Bidder: Laverdiere Construction
 Address of Bidder: 4055 W. Jackson Street
 Macomb, IL 61455
 Million Construction
 3626 South 46th Street
 Quincy, IL 62305
 Engineer's Estimate

Item No.	Items	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
26	STORM SEWER REMOVAL 12"	FOOT	106	\$ 15.00	\$ 1,590.00	\$ 30.00	\$ 3,180.00	\$ 14.00	\$ 1,484.00
27	STORM SEWER REMOVAL 18"	FOOT	47	\$ 16.00	\$ 752.00	\$ 30.00	\$ 1,410.00	\$ 17.00	\$ 799.00
28	SANITARY SEWER REMOVAL 18" / 24"	FOOT	1341	\$ 20.00	\$ 26,820.00	\$ 31.00	\$ 41,571.00	\$ 14.00	\$ 18,774.00
29	SANITARY SEWER REMOVAL 30"	FOOT	12	\$ 25.00	\$ 300.00	\$ 36.00	\$ 432.00	\$ 20.00	\$ 240.00
30	WATER MAIN 6"	FOOT	60	\$ 60.00	\$ 3,600.00	\$ 94.00	\$ 5,640.00	\$ 65.00	\$ 3,900.00
31	WATER MAIN 8"	FOOT	1606	\$ 65.00	\$ 104,390.00	\$ 96.00	\$ 154,176.00	\$ 70.00	\$ 112,420.00
32	WATER MAIN 12"	FOOT	64	\$ 75.00	\$ 4,800.00	\$ 152.00	\$ 9,728.00	\$ 80.00	\$ 5,120.00
33	DUCTILE IRON WATER MAIN TEE, 8" X 6"	EACH	8	\$ 800.00	\$ 6,400.00	\$ 884.00	\$ 7,072.00	\$ 1,000.00	\$ 8,000.00
34	DUCTILE IRON WATER MAIN TEE, 8" X 8"	EACH	7	\$ 850.00	\$ 5,950.00	\$ 1,042.00	\$ 7,294.00	\$ 1,100.00	\$ 7,700.00
35	DUCTILE IRON WATER MAIN TEE, 12" X 6"	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,476.00	\$ 1,476.00	\$ 1,400.00	\$ 1,400.00
36	DUCTILE IRON WATER MAIN TEE, 12" X 8"	EACH	2	\$ 1,100.00	\$ 2,200.00	\$ 1,507.00	\$ 3,014.00	\$ 1,550.00	\$ 3,100.00
37	WATER VALVES 6"	EACH	8	\$ 2,100.00	\$ 16,800.00	\$ 1,507.00	\$ 12,056.00	\$ 1,500.00	\$ 12,000.00
38	WATER VALVES 8"	EACH	9	\$ 2,600.00	\$ 23,400.00	\$ 2,288.00	\$ 20,592.00	\$ 1,900.00	\$ 17,100.00
39	TAPPING VALVES AND SLEEVES 6"	EACH	1	\$ 5,200.00	\$ 5,200.00	\$ 3,344.00	\$ 3,344.00	\$ 3,000.00	\$ 3,000.00
40	DUCTILE IRON WATER MAIN FITTINGS 8" 45.00 DEGREE BEND	EACH	6	\$ 750.00	\$ 4,500.00	\$ 1,394.00	\$ 8,364.00	\$ 700.00	\$ 4,200.00
41	DUCTILE IRON WATER MAIN FITTINGS 6" 90.00 DEGREE BEND	EACH	5	\$ 700.00	\$ 3,500.00	\$ 1,268.00	\$ 6,340.00	\$ 700.00	\$ 3,500.00
42	WATER MAIN LINE STOP 6"	EACH	7	\$ 5,800.00	\$ 40,600.00	\$ 3,801.00	\$ 26,607.00	\$ 7,000.00	\$ 49,000.00
43	WATER MAIN LINE STOP 8"	EACH	2	\$ 6,500.00	\$ 13,000.00	\$ 4,147.00	\$ 8,294.00	\$ 9,000.00	\$ 18,000.00
44	WATER MAIN LINE STOP 12"	EACH	2	\$ 8,000.00	\$ 16,000.00	\$ 6,382.00	\$ 12,764.00	\$ 13,000.00	\$ 26,000.00
45	CUT AND CAP EXISTING 6" WATER MAIN	EACH	1	\$ 1,000.00	\$ 1,000.00	\$ 1,830.00	\$ 1,830.00	\$ 1,200.00	\$ 1,200.00
46	WATER SERVICE LINE 1"	FOOT	694	\$ 60.00	\$ 41,640.00	\$ 31.00	\$ 21,514.00	\$ 35.00	\$ 24,290.00
47	CORPORATION STOPS 1"	EACH	26	\$ 1,400.00	\$ 36,400.00	\$ 1,500.00	\$ 39,000.00	\$ 1,500.00	\$ 39,000.00
48	CORPORATION STOPS 1" - BRANCHED	EACH	2	\$ 2,000.00	\$ 4,000.00	\$ 2,112.00	\$ 4,224.00	\$ 1,500.00	\$ 3,000.00
49	FIRE HYDRANTS	EACH	3	\$ 5,400.00	\$ 16,200.00	\$ 4,003.00	\$ 12,009.00	\$ 4,500.00	\$ 13,500.00
50	REMOVE EXISTING WATER VALVE	EACH	11	\$ 500.00	\$ 5,500.00	\$ 447.00	\$ 4,917.00	\$ 900.00	\$ 9,900.00



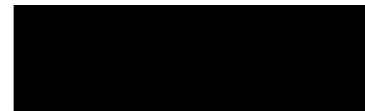
CITY OF QUINCY

Tabulation of Bids

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Date: 06/02/21
 Time: 11:00 AM
 Name of Bidder: Laverdiere Construction
 Address of Bidder: 4055 W. Jackson Street
 Macomb, IL 61455
 Engineer's Estimate
 Million Construction
 3626 South 46th Street
 Quincy, IL 62305

Item No.	Items	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
51	FIRE HYDRANTS TO BE REMOVED	EACH	3	\$ 850.00	\$ 2,550.00	\$ 517.00	\$ 1,551.00	\$ 900.00	\$ 2,700.00
52	FRAMES AND LIDS, SPECIAL	EACH	4	\$ 650.00	\$ 2,600.00	\$ 1,356.00	\$ 5,424.00	\$ 250.00	\$ 1,000.00
53	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$ 6,500.00	\$ 13,000.00	\$ 6,039.00	\$ 12,078.00	\$ 8,000.00	\$ 16,000.00
54	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 8,200.00	\$ 24,600.00	\$ 10,190.00	\$ 30,570.00	\$ 9,000.00	\$ 27,000.00
55	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 12,000.00	\$ 36,000.00	\$ 14,639.00	\$ 43,917.00	\$ 10,000.00	\$ 30,000.00
56	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1	\$ 2,700.00	\$ 2,700.00	\$ 3,083.00	\$ 3,083.00	\$ 2,000.00	\$ 2,000.00
57	INLETS, SPECIAL, TYPE E, 4' X 4'	EACH	9	\$ 5,500.00	\$ 49,500.00	\$ 6,921.00	\$ 62,289.00	\$ 4,000.00	\$ 36,000.00
58	REMOVING MANHOLES	EACH	6	\$ 1,000.00	\$ 6,000.00	\$ 667.00	\$ 4,002.00	\$ 900.00	\$ 5,400.00
59	REMOVING INLETS	EACH	10	\$ 900.00	\$ 9,000.00	\$ 381.00	\$ 3,810.00	\$ 900.00	\$ 9,000.00
60	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	541	\$ 45.00	\$ 24,345.00	\$ 72.00	\$ 38,952.00	\$ 75.00	\$ 40,575.00
61	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	12	\$ 200.00	\$ 2,400.00	\$ 169.00	\$ 2,028.00	\$ 250.00	\$ 3,000.00
62	CONSTRUCTION LAYOUT	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 10,333.00	\$ 10,333.00	\$ 17,050.00	\$ 17,050.00
63	MOBILIZATION	L SUM	1	\$ 30,000.00	\$ 30,000.00	\$ 9,023.00	\$ 9,023.00	\$ 45,000.00	\$ 45,000.00
64	PROJECT RECORD DOCUMENTS	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 3,149.00	\$ 3,149.00	\$ 13,200.00	\$ 13,200.00
65	SEEDING COMPLETE	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 9,721.00	\$ 9,721.00	\$ 9,000.00	\$ 9,000.00
66	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1811	\$ 4.00	\$ 7,244.00	\$ 3.00	\$ 5,433.00	\$ 3.00	\$ 5,433.00
67	PROTECTIVE COAT	SQ YD	1811	\$ 4.00	\$ 7,244.00	\$ 2.00	\$ 3,622.00	\$ 3.00	\$ 5,433.00
					\$ -		\$ -		\$ -
Bid Total as Extended:					\$ 1,900,984.00	\$ 1,988,691.00	\$ 2,209,960.00		
Base Total as Read:						\$ 1,989,195.00	\$ 2,209,960.00		
Bid Security Included						yes	yes		
Adams County Residents						no	yes		
Addenda Acknowledged						yes	yes		



6/2/21

RESOLUTION

WHEREAS, the Waste Water Treatment Plant requires the use of data software for the daily management of the City's Industrial Pretreatment Program; and,

WHEREAS, the City has received a quote in the amount of \$12,735.00 from LINKO of Chicago, Illinois for the software's annual subscription renewal fee; and,

WHEREAS, the Director of Utilities and Engineering has reviewed this quote and finds it to be acceptable; and,

WHEREAS, funding for this service is available in the 2021/2022 Sewer Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the quote from LINKO of Chicago, Illinois in the amount of \$12,735.00 be accepted.

Jeffrey Conte, P.E
Director of Utilities & Engineering

June 7, 2021

RESOLUTION

WHEREAS, the Waste Water Treatment Plant requires the use of high water pumps to discharge effluent from the plant during high water events; and,

WHEREAS, two of the high water pumps required to keep up with increased effluent flow rate during these events are inoperable and require immediate repair; and,

WHEREAS, the City has received a quote in the amount of \$49,000 from Richards Electric Motor Company of Quincy for the replacement of the motor controls on the failed pumps; and,

WHEREAS, Richards Electric of Quincy is qualified and available to make the repairs in a timely manner under Section 44.056 of the Municipal Code of the City of Quincy; and,

WHEREAS, funding for this emergency repair are available in the 2021/2022 Sewer Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the quote from Richards Electric of Quincy, Illinois in the amount of \$49,000 be accepted.

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

June 7, 2021

ORDINANCE NO. _____

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

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

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

2 hour parking be implemented the east side of North 12th Street, commencing at a point 720 feet north of the center line of Locust Street and extending north a distance of 120 feet

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

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this _____ day of

_____, 2021.

ORDINANCE NO. _____

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

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

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

<u>Streets - Stop</u>	<u>Intersection</u>
22nd Street	Elm
Elm	22nd Street

(4-Way Stop to be installed)

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

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this _____ day of
_____, 2021.

ORDINANCE NO. _____

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

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

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

15 minute parking shall be implemented along the south side of Hampshire Street, commencing at a point 100 feet west of the center of North 4th Street and extending west a distance of 50 feet

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

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this _____ day of

_____, 2021.

ORDINANCE NO. _____

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

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

Section 1. That Title VII, Chapter 81, Schedule II, Section
(A)(1) of the Municipal Code of the City of Quincy of 2015 be and
hereby is amended as follows:

Change from:

Kentucky Street, 8th to 9th Street, three times per day on
days when school is in session from 10:50 a.m. until 11:00
a.m., 11:20 a.m. until 11:40 a.m., and 3:05 p.m. until 3:25
p.m.

Change to:

Kentucky Street, 8th to 9th Street on days when school is in
session.

Addition to:

Ninth Street, State to Kentucky Streets on days when school
is in session.

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

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this _____ day of
_____, 2021.

CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Troup and City Council
FROM: Chuck Bevelheimer
DATE: May 27, 2021

SUBJECT: Surrounded Territory Annexation–Highland Lane/N. 18th St. & 1400 Highland Lane

The annexation of 1700 Hamann Lane and 1708 Hamann Lane into the city created a “donut-hole” in which 15 properties located outside of the city’s corporate limits are now wholly bounded by the city’s corporate limits. Attached is an aerial map showing the 15 properties. The map also shows a portion of 1400 Hamann Lane outlined in red. This area is located outside of the city’s corporate limits while also being wholly bounded by the city’s corporate limits.

Per Ordinance 53.01 – Annexation Petition Requirements, city staff is to evaluate the cost and benefit of property annexations. Two properties (1400 Hamann Lane & 1701 Highland Lane) are owned by local churches, so there would be no additional property tax revenue generated.

In regards to the remaining 14 lots, 4 lots are undeveloped/vacant, 4 developed lots are connected to the city’s water system and 6 developed lots are not connected.

The state-shared municipal revenue forecast for Aug. 2021 is \$171.84/capita. Staff estimates the 10 developed lots would generate \$1,718.40/year based on one person/parcel occupancy, which is a conservative estimate. This revenue stream includes the Local Government Distributive Fund and the taxes for State Use, Transportation Renewal, Motor Fuel and Cannabis.

The 14 lots (excluding 1400 Hamann Lane & 1701 Highland Lane) have a combined fair market value of \$1,822,560 and a combined assessed valuation of \$522,900. The owners would have paid \$5,632.73 to the city in 2020 for the 2019 real estate tax bill.

There is a water main in front of the surrounded properties. The Dept. of Engineering estimates the cost to provide sewer service would be \$1,125,000 (\$500/foot) by extending the existing sewer line 700’ along Highland Lane, 600’ along Kochs Lane & 950’ along N. 18th Street. In addition, two streets that were recently resurfaced would need to be torn up. The department anticipates the residents would rather repair their existing septic systems, given the size of the lots, compared to paying for the extension of the city’s sewer system.

Attached for your consideration is an ordinance to annex the surrounded territories into the city. A public hearing on the proposed annexation was held on Monday, May 17, 2021 at 6:00 p.m.

ORDINANCE NO.

AN ORDINANCE ANNEXING SURROUNDED TERRITORY

TO THE CITY OF QUINCY

WHEREAS, the hereinafter described unincorporated territory containing less than sixty (60) acres is wholly bounded by the corporate limits of the city of Quincy, Adams County, Illinois; and

WHEREAS, the City Council, after due consideration, finds that the annexation of the said territory to the corporate limits of the city of Quincy is in the public interest; and,

WHEREAS, the City Council is authorized and empowered by virtue of Section 7-1-13 of the Illinois Municipal Code (Illinois Compiled Statutes) to annex to the city of Quincy any territory containing sixty (60) acres or less which is wholly bounded by the corporate limits of the city of Quincy; and,

WHEREAS, due notice that annexation of the said territory to the city of Quincy was contemplated has been given as required by law.

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 described territory, which territory is not within the corporate limits of the city of Quincy, Adams County, Illinois, but which is wholly bounded by territory within the corporate limits of the city of Quincy, shall be and the same is hereby annexed to, made a part of and included within the corporate limits of the city of Quincy, Adams County, Illinois, to-wit:

LOT 8 SCHUTTE SUB LOT 8
Commonly known as 3011 North 18th Street.
P.I.N.: 22-0-0588-007-00

LOT 3 SCHUTTE SUB LOT 3
Commonly known as 1701 Highland Lane.
P.I.N.: 22-0-0588-002-00

LOT 4 SCHUTTE SUB LOT 4
Commonly known as 1709 Highland Lane
P.I.N.: 22-0-0588-003-00

LOT 7 SCHUTTE SUB LOT 7
Commonly known as 3003 North 18th Street
P.I.N.: 22-0-0588-006-00

SEC 24 1S9W LOT 32 HINCHMAN AND LOOMIS SEC 24 –EX 4.15A SUB & N 33FT –
LOTS 31 & 32

Commonly known as 1622-1624 Highland Lane

P.I.N.: 22-0-0648-000-00

SEC 24 1S9W LOT 3 J J WELLMAN SUB LOT 3 – EX N 33FT

P.I.N.: 22-0-0651-000-00

SEC 24 1S9W LOT 2 J J WELLMAN SUB LOT 2 –EX N 33FT

P.I.N.: 22-0-0650-000-00

LOT 1 J J WELLMAN SUB LOT 1

Commonly known as 1730 Highland Lane

P.I.N.: 22-0-0649-000-00

LOT 4 J J WELLMAN SUB LOT 4

Commonly known as 2917 North 18th Street

P.I.N.: 22-0-0652-000-00

LOT 5 J J WELLMAN SUB TR 50FT X 125FT BETWEEN LOTS 4 & 5 & ALL LOT 5

Commonly known as 2823 North 18th Street

P.I.N.: 22-0-0653-000-00

LOT 10 J J WELLMAN SUB W 60FT LOT 10

P.I.N.: 22-0-0658-000-00

LOT 9 J J WELLMAN SUB LOT 9 & -EX W 60FT – LOT 10

Commonly known as 1629 Kochs Lane

P.I.N.: 22-0-0657-000-00

LOT 8 J J WELLMAN SUB LOT 8

Commonly known as 1723 Kochs Lane

P.I.N.: 22-0-0656-000-00

LOT 7 J J WELLMAN SUB LOT 7

Commonly known as 1725 Kochs Lane

P.I.N.: 22-0-0655-000-00

NW SEC 25 1S9W -EX .196A HWY- TR 259FT E & W X 409FT N & S NW COR OF N
23A OF E 33A NW SEC 25

Commonly known as 1700 Kochs Lane

P.I.N.: 22-0-0750-001-00

LOT 28 HINCHMAN AND LOOMIS SEC 24 BEG NW COR E 47.16 FT S 212FT E 70FT
N 58FT W 25FT N 154FT W 45FT PT LOT 28
Commonly known as 1400 Highland Lane
P.I.N.: 22-0-0646-000-00

SECTION 2. That the new boundary of the city of Quincy shall extend to and include the far side of any highway adjacent to the said territory and shall include all of every highway within the said area annexed.

SECTION 3. That the City Engineer is hereby directed to make an accurate map or plat of the territory hereby annexed.

SECTION 4. That the City Clerk is hereby authorized and directed to cause to be filed 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 the said accurate map of the territory hereby annexed and any further or different documents as may be required by law.

SECTION 5. That all ordinance and parts of ordinances in conflict with the provision of this Ordinance are, to the extent of such conflict, hereby repealed.

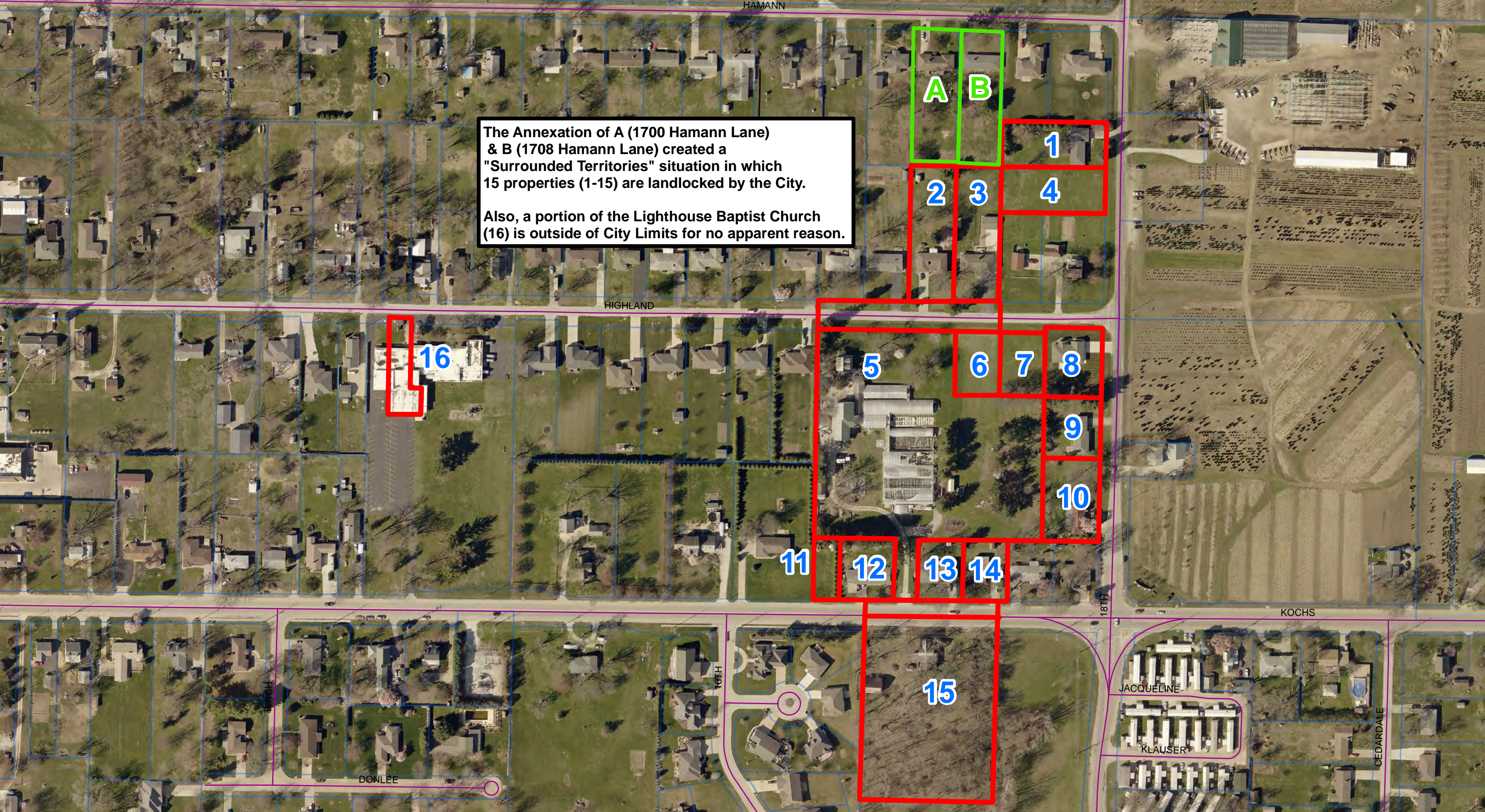
SECTION 6. That this Ordinance shall take effect and shall be in force from and after its passage, approval and publication as provided by law.

ADOPTED; CITY CLERK

APPROVED: MAYOR

Officially published in pamphlet form this day of , 2021.

The Annexation of A (1700 Hamann Lane) & B (1708 Hamann Lane) created a "Surrounded Territories" situation in which 15 properties (1-15) are landlocked by the City. Also, a portion of the Lighthouse Baptist Church (16) is outside of City Limits for no apparent reason.



ORDINANCE NO. _____

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

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

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

"No Parking" shall be implemented from the East side of West Brennan Drive from 30' south of the radius return of North Brennan Drive to 30' east of the radius return on the south side of North Brennan and the South side of North Brennan Drive from 30 feet west of the radius return of East Brennan Drive to 30 feet south of the radius return on the west side of East Brennan Drive

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

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this _____ day of _____, 2021.



CITY OF QUINCY
OFFICE OF INSPECTION
706 MAINE ST. | 3RD FLOOR
QUINCY, IL 62301
T: 217.228.4515 | F: 217.221.2288

To: Hon. Mayor Troup and Members of the City Council

From: Michael Seaver, Director of Inspection and Enforcement

Date: 3. June. 2021

Re: Proposed Residential Rental Registration Ordinance

After many months of discussions with various leaders of community groups regarding the need for a program to better address habitability of many of the City's residential rental units, we have assembled the attached proposed ordinance which establishes a Residential Rental Registration Program. The following is a synopsis of the framework of the proposed ordinance:

KEY ELEMENTS

- 1) Establishes a working database of rental properties
 - a) Aids the City in identifying the full scope of substandard housing problems (extent, geographic parameters, etc.)
 - b) Provides granular data for development and focus of future housing-related grant programs.
- 2) Enhances communication between the Department and owners / landlords; provides e-mail and emergency contact information so that notifications can occur more instantaneously than the present system, which is mail only, in most cases.
- 3) No cost to register (one time registration); *but* includes penalties for non-compliance:
 - a) Fees / fines
 - b) Suspension or Revocation of Registration
- 4) Non-registered properties may not be offered for rent or occupied unless registered
- 5) Addresses landlord / owner absenteeism by requiring a local registered agent
- 6) Requires a self-certification (under penalty of perjury – see checklist)
 - a) Educates landlord (and tenant) as to minimum standards (Property Maintenance Code)
 - b) Landlord must agree, under penalties of perjury, that a dwelling meets the minimum standard
- 7) Provides for an annual audit of the self-certification program
 - a) Allows for limited, systematic inspections of up to 5% of the properties
 - b) Inspections may be based on any number of trigger criteria:
 - i) Random
 - ii) Frequency of Nuisance or Property Maintenance verified violations
 - iii) Non-compliant with registration requirement
 - iv) Census tract data

We believe that this program provides a reasonable and measured approach to achieving the end purpose of enhancing enforcement efforts related to substandard living conditions. It is important to note that the proposal bears no additional cost to the City in the way of additional staff. Additionally, no cost is imposed upon the landlords and property owners.

Please contact me once you have had a chance to review this proposal if any questions or concerns should arise.

ORDINANCE 21 - _____
AN ORDINANCE REQUIRING THE REGISTRATION
OF RESIDENTIAL RENTAL PROPERTY

WHEREAS, the City of Quincy (hereinafter “City”) desires to protect the public health, safety and welfare of its citizens within the incorporated area of the City and maintain a high quality of life for the citizens of the City by maintaining the supply of safe, decent, and sound housing stock in the City; and

WHEREAS, the City finds that rental properties account for a disproportionate share of the nuisance conditions and other problems affecting the public’s health, safety and welfare, and impose disproportionate municipal costs; and

WHEREAS, a wide variety of different nuisance conditions, including the physical conditions of the property, all harm the public health, safety and welfare; and

WHEREAS, the City recognizes the need for an ongoing regulatory instrument to reduce the number and recurrence of nuisance conditions in the municipality; and

WHEREAS, the City has already adopted property maintenance codes to regulate building standards for the interior and exterior of structures, their premises, and the condition of a property as a whole; and

WHEREAS, the City concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of rental property located within the City to ensure that such property is in compliance with the minimum property maintenance standards adopted and enforced by the City;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY as follows:

Section 1. The Council finds that the implementation of the following changes and additions will assist the City in providing for the health, safety, and welfare of the citizens of the City;

1. That the foregoing recitals represent the purpose and intent of this Ordinance and as such shall be incorporated as though fully set forth herein. In the event of any ambiguity or invalidity regarding the enforcement of this Ordinance, it is the intent of the corporate authorities that this Ordinance be liberally construed or reformed to accomplish the purpose and intent so described.
2. There is hereby added to Chapter 154 (Housing Standards), Sections 154.30 through Section 154.43, Registration of Rental Property, to the Municipal Code of the City of Quincy (2015) which shall read as follows:

SECTION 154.30. REGISTRATION OF RENTAL PROPERTY

Sections 154.30 through 154.43 may be referred to as the Registration of Rental Property Act.

Sec. 154.31 PURPOSE AND INTENT

It is the purpose and intent of the Council to protect the health, safety, and welfare of the City and to ensure Owners and occupants share responsibility to prevent and avoid nuisances in the City. The purpose of this Section is to identify rental property in the City, to ensure that such properties afford tenants a safe and decent place to dwell, and to require rental property with substandard conditions to meet and maintain minimum building and housing code standards and exterior maintenance standards. The Council has determined that requiring all rental properties be registered with and inspected by the City serves these legitimate governmental interests.

Sec. 154.32 DEFINITIONS

The following words, terms and phrases, when used in this Section, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning.

Authorized Agent shall mean a person, operator, firm, partnership, corporation, or other legal entity designated in writing by the property Owner to the Code Official to manage a Residential Rental Property, including the authority to receive notices or citations, schedule and/or attend inspections, is at least 18 years old, and resides in and/or maintains an office in Adams County, Illinois, or is otherwise located within fifty (50) miles of the corporate limits of the City of Quincy.

Certificate of Registration shall mean a certificate bearing the signature of the Code Official certifying that a Residential Rental Property is registered pursuant to this Section.

Code Official shall mean the Director of Inspection and Enforcement or his/her designee.

Department shall mean the Office of Inspection within the Department of Planning and Development.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the City to enforce the applicable code(s).

Owner shall mean any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court having jurisdiction. The Authorized

Agent, as defined in this Section, shall not be considered the Owner.

Residential Rental Property shall mean any improved structure or portion of a structure within the City which is occupied by someone other than the Owner of the real property for residential purposes, including but not limited to the following: any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home, mobile home park, mobile home space, town home, or condominium and for which the Owner receives any value or consideration, including but not limited to money, or the exchange of goods or services, regardless of the relationship between lessor and lessee.

Residential Rental Unit shall mean a dwelling unit which is not Owner-occupied and which is rented, offered for rent, loaned, let or hired out by any person to any other person including a dwelling unit being sold on contract, regardless of whether or not that contract has been recorded.

Tenant shall mean an occupant of a Residential Rental Unit.

Sec. 154.33 APPLICABILITY; SCOPE

The provisions of this Section shall apply to all Residential Rental Property located within the City.

Provisions of this Section shall be supplementary and complementary to all provisions of this Code, and any local, state or federal law. Nothing herein shall be construed or interpreted to limit any existing right or power of the City to abate and prosecute any and all nuisances or to enforce any other conditions in violation of state or local laws, including but not limited to any building, housing, property maintenance, and public nuisance laws.

(A) EXEMPTIONS: the following Residential Rental Property shall be exempt from the requirements of this Section:

- a. Public housing owned by a governmental agency.
- b. Rental units owned, managed or operated by an educational, religious, or medical institution, or by a third party for an educational, religious, or medical institution, when units are used for the sole purpose of housing employees, students, clergy, patients, or others directly related to the institution.
- c. Any rental units in a state licensed hospital, hospice, community care facility, intermediate care facility, or nursing home.

Sec. 154.34 ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of Section 154.30 the City does hereby establish a registry cataloging each Residential Rental Property within the City, containing the information required by this Article.

(A) REGISTRATION OF RESIDENTIAL RENTAL PROPERTY

- (1) No person shall lease or operate a Residential Rental Property, or shall rent or let any Residential Rental Unit, without first having registered it with the City of Quincy and complying with the provisions of this Section. Each registration shall be issued only for the Residential Rental Property and to the Owner named in the application and shall not be transferable or assignable.
- (2) Every Owner of Residential Rental Property shall, prior to permitting occupancy thereof by any person or not later than October 1, 2021, register the property with the Office of Inspection on forms or other manner as directed. A separate registration is required for each Residential Rental Property. A registration shall remain valid unless there should occur a change in information contained therein, a change in ownership, or unless a registration is suspended or revoked pursuant to Subsection 154.37 of this Section.
- (3) Registration pursuant to this Section shall contain the name(s), direct mailing address, direct contact name, telephone number, and e-mail address for the Owner, and, if the Owner does not reside within fifty (50) miles of the Residential Rental Property, the name and twenty-four (24) hour contact phone number for the Authorized Agent. The registration shall also identify the name(s), direct mailing address, direct contact name, telephone number, and e-mail address for at least one of the persons authorized by the Owner to occupy a Single-Family Residential Rental Property.
- (4) No Certificate of Registration shall be issued until a Self-Certification has been completed by the applicant in accordance with Section 154.35. No Certificate shall be issued unless it is determined by the Code Official that the completed Self-Certification indicates no material violations of this Section or of the requirements of Section 154.01 referenced therein.
- (5) At the time of initial registration, there shall be no fee. Penalties for non-compliance with registration shall be in accordance with Sections 154.37 and 154.42 of this Ordinance.
- (6) Any person or other legal entity that has registered a property under this Section must report any change of information contained in the registration within thirty (30) days of the change.
- (7) If the Residential Rental Property is sold, the new Owner is subject to all the terms of this Section. If the new Owner does not immediately occupy the property, the new Owner shall register the Residential Rental Property or update the existing registration within thirty (30) days of the sale. Any and all previous unpaid fees, fines, and penalties due at the time of initial registration or which have been assessed since are subject to enforcement per this Section. The previous Owner will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Residential Rental Property. The provisions of this Section are cumulative with and in addition to other available remedies. Moreover, the City is authorized and empowered to

collect on the previous Owner's non-payment of previous fees, fines, and penalties in any lawful manner.

- (8) If the Residential Rental Property is not registered within thirty (30) days of when the registration is required pursuant to this Section, a late fee as provided in Section 154.42 below shall be assessed. This Section shall apply to the initial registration, and registrations required by subsequent Owners of Residential Rental Property.
- (9) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this Ordinance is a violation of this Section and shall be subject to enforcement by any of the enforcement means available to the City.
- (10) Registration of a Residential Rental Property does not alleviate the Owner from obtaining all required licenses, permits and inspections required by applicable code or Illinois Statutes.

Sec. 154.35 SELF-CERTIFICATION PROGRAM

- (A) The City shall develop a Self-Certification Program. Documentation of annual property inspections shall be on such forms as provided by the Code Official.
- (B) All forms required by this Section shall be signed under penalty of perjury. It shall be unlawful to knowingly falsify any material information on a form and any such falsification may be prosecuted as a misdemeanor.
- (C) The City shall conduct an annual audit of the Self-Certification Program. As part of this audit, up to 5% of Residential Rental Property in the Self-Certification Program, and a sampling of units thereon, may be inspected by the City each year. A Residential Rental Property that is selected for an audit inspection under this Subsection, and passes the inspection, shall be exempt from further audit inspections for three (3) years from the date of the audit inspection. After the three (3) year period has expired, the Residential Rental Property shall again be eligible to be inspected pursuant to this Subsection.
- (D) The City may select Residential Rental Property owned by frequent Nuisance Ordinance and Property Maintenance Code violators for inspection.
- (E) The City may select Residential Rental Property which was previously not in compliance with the registration requirements of this Section for inspection.
- (F) The City may randomly select Residential Rental Property within a specified census tract using statistical data or case information for inspection.
- (G) If a Residential Rental Property is not in compliance with applicable code(s), the Owner, or if the Owner does not reside within fifty (50) miles of the Residential Rental Property, the Authorized Agent, shall cause to have performed the work necessary to bring the

Residential Rental Property into compliance with the applicable code(s), and the Owner or Authorized Agent must perform regular inspections to verify compliance with the requirements of this Section, and any other applicable code(s) and law(s).

- (H) In addition to the above, the Residential Rental Property is required to be secured in accordance with the applicable code(s) of the City.
- (I) Failure of the Owner to properly inspect and secure a Residential Rental Property subject to this Section and applicable code(s) is a violation and shall be subject to enforcement by any of the enforcement means available to the City. The City may take necessary action to ensure compliance with this Section and recover costs and expenses in support thereof.
- (J) The City may inspect Residential Rental Property on which a complaint has been made.

Sec. 154.36 VIOLATIONS

The following shall constitute violations of this Section:

- (A) Failure of the Owner, Owners, or Authorized Agent of the Residential Rental Property to register such property with the Code Official prior to advertising a Residential Rental Property or allowing occupants to occupy such Residential Rental Property.
- (B) Failure of the occupants of a Residential Rental Unit or Residential Rental Property to vacate such Unit or Property within sixty (60) days after a registration has been revoked.
- (C) Failure of the Owner, Owners, or Authorized Agent of a Residential Rental Unit or Residential Rental Property to vacate all tenants from said property within sixty (60) days after a registration has been revoked.
- (D) Charging or collecting rents for a Residential Rental Property or Residential Rental Unit where such property or unit is not properly registered under Section 154.34(A) of this Section.
- (E) Failure of the Owner, Owners, or Authorized Agent of the Residential Rental Unit or Residential Rental Property to maintain the structure and premises in compliance with the applicable building codes, property maintenance codes and zoning Ordinances.
- (F) Any person other than an Enforcement Officer from the Department who removes or defaces any notices which have been posted pursuant to this Section without the approval of the Code Official shall be liable for the penalties provided by this Section.
- (G) Failure of the Owner or Owners of the Residential Rental Property to comply with any other applicable provision of this Section or this Code.
- (H) Failure of the Owner to place of copy of the Certificate of Registration and a Tenant Complaint form in the utility room of each Residential Rental Unit.

(I) Where any of the following conditions exist:

- a. The maximum occupancy of the Residential Rental Property has been exceeded; or
- b. Where additional dwelling and/or rooming units have been added without the prior approval of the City; or
- c. Unlawful basement sleeping or sleeping in rooms not provided with an emergency escape and rescue opening.

Nothing contained in this Section shall prevent the City from pursuing all available remedies for violations with respect to Residential Rental Property, including but not limited to its right to condemn a property as unlawful pursuant to Section 154.01 of this Code, in addition to any other legal and equitable remedies available to the City.

Sec. 154.37 REGISTRATION; SUSPENSION AND REVOCATION

(A) A registration may be suspended when violations of applicable City Codes have been identified by the Code Official and the property Owner has been properly notified of the violations and given a reasonable period of time in which to correct violations, but has failed to do so. A registration may also be suspended when any information provided in the registration application is determined by the Code Official to be false.

(B) When an inspection of a registered Residential Rental Property reveals any violations of applicable codes, a compliance time frame will be set by the Code Official using the standard as set forth in Section 154.01 of this Code. The Code Official shall send notice to the property Owner and the listed Authorized Agent by regular U.S. mail or e-mail with delivery confirmation at the last address provided on the most recent registration application. Said notice shall include the following:

1. Description of the Residential Rental Property and, if applicable, the Residential Rental Unit, sufficient for identification;
2. A statement listing the violations of applicable codes;
3. A statement of the date upon which a reinspection must occur on or before; and
4. An explanation that if upon completion of the reinspection that the requirements of applicable City codes have not been met, that the registration for the Residential Rental Property shall be suspended.

(C) A reinspection will be conducted no later than the end of the compliance time frame. If the Code Official finds that the requirements of applicable City codes have not been met upon the completion of such reinspection, the registration for the Residential Rental Property shall be suspended.

- (D) When a registration is suspended, the Code Official shall send notice to the property Owner and the listed Authorized Agent at the last address provided on the most recent registration application. Said notice shall be sent by certified mail, return receipt requested or by e-mail with delivery confirmation, or personally served upon the property Owner or the Authorized Agent listed on the most recent registration application. Should notice be attempted via certified mail, return receipt requested or by e-mail with delivery confirmation is unsuccessful, posting of the notice on the rental property shall suffice as proper notice. The notice shall include the following:
- a. Description of the Residential Rental Property sufficient for identification;
 - b. A statement of the reasons for the suspension;
 - c. An explanation of the property Owner's right to appeal the suspension;
 - d. If the property Owner changes his address or changes property agents and fails to notify the Department, such notice shall be sufficient if sent by certified mail and email with delivery confirmation to the Owner or his Authorized Agent's last address provided on the last registration application.
- (E) A property Owner whose registration has been suspended may request a reinspection prior to revocation. If, upon reinspection, the Department finds that the registered Residential Rental Property is now in compliance with this Section, the Code Official may reinstate the registration. The request for a reinspection shall not stay the revocation of the registration unless the Code Official grants such request pursuant to a showing of good cause by the Owner or Authorized Agent.
- (F) Any person or entity whose registration has been suspended shall be entitled to appeal the suspension by filing a petition with the Office of the Mayor, as provided in Section 154.38.
- (G) A registration may be revoked when a petition for appeal has not been filed within twenty (20) days following the date of issuance of an order of suspension, or if the suspension is sustained after appeal. A registration may also be revoked when, in the opinion of the Code Official, emergency conditions exist in a Residential Rental Property or Residential Rental Unit which requires the immediate vacating of a structure or unit as specified in the City's Property Maintenance Code.
- (H) A registration which has been properly revoked, as herein provided, shall not be reinstated. The property Owner or Authorized Agent may, however, obtain a new registration after all violations have been corrected and by following the procedures for obtaining a new registration as set forth in this Section, including the payment of all applicable fees.
- (I) If a registration is revoked without having the opportunity of a suspension hearing, the property Owner or Authorized Agent has the right to appeal the revocation. Said appeal

shall conform to Section 154.38 of this Section. Such an appeal shall operate as a stay of the revocation until such time as the Hearing Officer renders a decision on the appeal.

(J) Whenever a registration is revoked, the Code Official shall send notice to the Owner or the Authorized Agent at the last address provided on the most recent registration application. Said notice shall be sent by certified mail, return receipt requested or email with delivery confirmation. The Code Official shall also notify all tenants and occupants of the Residential Rental Property by posting a notice on all entrances to the residential rental structure. The notice to the property Owner, Tenants, and occupants shall include the following:

- a. *You are hereby notified that the registration for this structure has been revoked pursuant to Section <Ord. Sec.> of the Municipal Code of the City of Quincy and the continued occupancy of this structure as a Residential Rental Property is unlawful.*
- b. *You must vacate this structure within sixty (60) days of the date of this notice.*
- c. *Failure to vacate this structure is a violation of Section 154.01 of the Municipal Code of the City of Quincy, and penalties or fines including in the minimum amount of \$100 may be imposed each day for as long as the registration remains revoked and this structure remains occupied by persons for which a rental registration is required. In addition, pursuant to Section 154.01 of the Municipal Code of the City of Quincy, it is unlawful to charge or collect rents for this property while the registration remains revoked.*

Any tenant of the Residential Rental Property may appeal the Code Official's order to vacate the structure because the Owner has failed to register said property with the Department. Said appeal shall conform to Subsection 154.38 of this Section. Such an appeal shall operate as a stay of the order to vacate the structure until such time as the Hearing Officer renders a decision on the appeal.

The Code Official may defer the issuance and posting of a notice to tenants or occupants to vacate a structure pursuant to this Subsection when the Code Official determines, that the Owner or Authorized Agent has failed to obtain a rental registration as a means to cause the removal of the tenants or occupants of a structure in lieu of other lawful legal process, or where the Code Official otherwise determines, that the purposes of this Section would not be served by the issuance and posting of a notice to vacate a structure.

Sec. 154.38 APPEALS

(A) Any person directly affected by a decision of the Enforcement Officer or notice or order issued under this Section shall have the right to file an appeal to the Mayor of the City of Quincy. The Mayor shall appoint a Hearing Officer to conduct an appeal proceeding. Such an appeal shall operate as a stay of revocation until such time as the Hearing Officer renders a decision on the appeal. The Hearing Officer considering any such petition may

immediately revoke the registration, continue the suspension to a definite compliance date with revocation being the penalty for noncompliance, or dismiss the charges and reinstate the registration.

- (B) An appeal stays all proceedings in furtherance of the action appealed from, unless in the opinion of the Code Official, a stay would cause imminent peril to life or property.
- (C) The Hearing Officer shall set a reasonable time, not less than thirty (30) days from the filing date of the appeal for the hearing and give due notice thereof to the parties and decide the appeal within a reasonable time. Upon the hearing, any interested party may appear. The Hearing Officer may reverse or affirm wholly or partly, or may modify the order, requirement, decision or determination and has all the powers of the official from whom the appeal is taken.

Sec. 154.39 PROVISIONS SUPPLEMENTAL

Nothing contained in this Section shall prohibit the City from enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or Ordinance.

Sec. 154.40 OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY

Whoever opposes, obstructs, or resists any Enforcement Officer or any person authorized by the Enforcement Office in the discharge of duties as provided in this Section, shall be punishable as provided in Section 10.99 of this Code.

Sec. 154.41 IMMUNITY OF ENFORCEMENT OFFICER

Any Enforcement Officer or any person authorized by the City to enforce the Registration of Rental Property Act shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Residential Rental Property while in the discharge of duties imposed by this Section.

Sec. 154.42 FEES

The fees set forth below shall be imposed on the Owner of any Residential Rental Property upon the occurrence of the described activity:

Failure to register by deadline	\$100.00 per Residential Real Property
Late payment on registration fee or any imposed fee that is 30-60 days overdue	25% of the amount of the imposed fee
Late payment on registration fee or any imposed fee that is 60 or more days overdue	50% of the amount of the imposed fee
Suspended Registration	\$100.00 per Residential Real Property
Revoked Registration	\$500.00 per Residential Real Property

Each day during which a violation of this Section continues or is permitted to exist shall be considered a separate and distinct offense.

Sec. 154.43 AMENDMENTS

Registration fees and penalties outlined in this Section may be modified by an Ordinance passed and adopted by the Council.

Section 2. SEVERABILITY

It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or Section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 3. REPEALER

All Ordinances or parts of Ordinances in conflict herewith, are hereby repealed and replaced.

Section 4. CODIFICATION

It is the intention of the City Council, that the provisions of this Ordinance shall become and be made a part of the City Code of Ordinances; and that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and the word “Ordinance” may be changed to “Section”, or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. EFFECTIVE DATE

This Ordinance shall become effective sixty (60) days from the date of adoption.

ADOPTED _____
City Clerk

APPROVED _____
Mayor

Officially published in pamphlet form this ____ day of _____, 2021.



City of Quincy
 Rental Registration Program
 RENTAL REGISTRATION FORM

Date:	
-------	--

24 HOUR EMERGENCY CONTACT INFORMATION			
Contact Name:			
Contact Number:			
RESIDENTIAL RENTAL PROPERTY INFORMATION			
Property Address (if Multifamily or Duplex, include unit #)		Description of Premises (Single-family, Duplex, Multi-family)	
Number of Dwelling Units within the Building		Maximum Number of Occupants per Dwelling Unit	
OWNER(S) INFORMATION			
Owner Name			
Direct Contact Name (If owner is a corporation, etc.)			
Mailing Address			
Contact Telephone Number:		Email:	
AUTHORIZED AGENT INFORMATION			
Agent Name			
Direct Contact Name (If agent is a corporation, etc.)			
Mailing Address			
Contact Telephone Number:		Email:	

I, the undersigned, hereby certify that:

1. The data submitted in this application is an accurate representation as of the date of application and the registration statement shall serve as prima facie proof of the statements in any administrative enforcement or court proceeding instituted by the City against the owner or owners of the residential rental property.
2. I understand that it is illegal to operate a rental unit within the City of Quincy without a Certificate of Registration. I also understand that failure to comply or provide accurate information will result in legal action and imposition of fines.
3. I understand that, by designating an Authorized Agent, I am consenting to service of any and all notices of code violations concerning the registered property and all process by service of the notice or process on the authorized agent.
4. I understand that I must file an amended registration statement within ten (10) business days of any changes in the registration statement.
5. I understand that I must contact the Office of Inspection if this property is sold within the registration year.

Signature: _____ Date: _____



City of Quincy
 Rental Registration Program
 INSPECTION CHECKLIST

Code Requirement	Code	In Compliance	
		YES	NO
House numbers visible from street (multi-family units must identify unit number)	IPMC 304.3		
Open stairs, landings, porch, decks or other walking surface 30 inches above grade or floor below must have guardrails & baluster with maximum 4 inch spacing	IPMC 306.1		
All interior stairways containing over 4 risers shall have handrail on at least one side	IPMC 306.1		
All exterior walking surfaces maintained in sound condition and free of hazards	IPMC 302.3		
Exterior structure maintained in sound condition and free from structural hazards	IPMC 304.1		
Roof maintained in sound condition and water tight	IPMC 304.7		
Porches, decks and exterior stairways maintained in sound condition and free of hazards	IPMC 304.10		
Egress doors provided with deadbolt lock and operable from the inside without the use of a key or special knowledge. Doors, windows and hatchways shall be provided with security devices (latches, locks, etc.) to protect the occupants within the dwelling.	IPMC 304.15, IPMC 304.18 IPMC 702.3		
Functioning Smoke Detectors installed a minimum of one per floor and within each sleeping room and within 15 feet outside of any sleeping room	IPMC 704.2		
Functioning Carbon Monoxide Detectors installed a minimum of one per floor of each dwelling unit and within 15 feet of any sleeping area (if fuel burning appliances are present)	430 ILCS 135		
Any sleeping room (bedroom) has an operable window for emergency escape and rescue.	IPMC 702.4		
All windows free from cracked or broken glazing	IPMC 304.13		
Windows in habitable rooms operable and provided with insect screens	IPMC 304.13 IPMC 304.14		
All electrical switches, outlets and junction boxes have proper covers	IPMC 605.1		
Wash machine outlet provided with GFCI protection	IPMC 605.2		
Receptacles in working condition, capable of holding plug	IPMC 604.3		
Light fixtures operable, intact, provided with cover	IPMC 604.3		
Extension cords not used as permanent connection for any device	IPMC 604.3		
Electrical service panel provided with proper cover, securely attached, breakers or fuses labeled	IPMC 604.3 IPMC 605.1		
No exposed electrical conductors or components (shock hazards)	IPMC 604.3		
Fuel burning appliances provided with shut-off valve and proper combustion air and venting.	IPMC 603		
Adequate heating facilities provided capable of maintaining 68-degrees Fahrenheit in all habitable rooms, bathrooms and toilet rooms.	IPMC 602.2		
Water heater capable of providing water not less than 110-degrees Fahrenheit and provided with temperature and pressure relief valve	IPMC 505.4		
Dwelling units contain required plumbing fixtures in good working order: Bathtub or shower, lavatory, toilet and kitchen sink.	IPMC 502.1 IPMC 504.1		
Dwelling units and common areas free of pests, rodents	IPMC 308.1		
Habitable rooms have not less than 7 feet of unobstructed headroom	IPMC 404.3		

Property Address: _____

As Owner or the owner's authorized agent of the property for which this application is being filed, I hereby certify, **under penalties as provided by law pursuant to 735 ILCS 5/1-109, that I have inspected the above-listed unit and that the information is true and correct.** (Provide a copy of this form to the tenant and keep a copy for your records.)

Name (Please Print): _____

Signature: _____

Date: _____

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, June 1, 2021

The regular meeting of the City Council was held this day at 7:00 p.m. with Mayor Michael A. Troup absent, the meeting was called to order by the Deputy City Clerk.

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Freiburg, Finney, Farha, Holbrook, Mast, Uzelac, Holtschlag. 11.

Absent: Ald. Sassen, Rein, Awerkamp. 3.

Legal Counsel: Assistant Corporation Counsel Bruce Alford.

ALD. FARHA ELECTED TEMPORARY CHAIRMAN

Ald. Entrup nominated Ald. Farha for Temporary Chairman. Motion carried.

There being no further nominations, Ald. Uzelac moved the nominations be closed. Motion carried.

Ald. Uzelac moved Ald. Farha be declared elected Temporary Chairman. Motion carried.

Ald. Farha took the chair and presided over the meeting.

The minutes of the regular meeting of the City Council held May 24, 2021, were approved as printed on a motion of Ald. Entrup. Motion carried.

Ald. Uzelac moved the absent aldermen be excused and be allowed the usual compensation for this meeting. Motion carried.

The Deputy City Clerk presented and read the following:

PETITIONS

By the Disabled American Veterans of Quincy, IL requesting to hold a "Forget-Me-Not" Fund Drive September 10th & 11th at various locations in Quincy.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application by St. Francis Parish Picnic Committee requesting permission to hold its annual Parish Picnic on Saturday, June, 12, 2021 between the hours of 4:00 pm. and 12:00 a.m.

The applicant requests the closure of the following streets from 12:00 (noon) through 12:00 (midnight) on Saturday, June 12th:

- North 17th Street, alley between Oak Street and College Avenue to the alley between College Avenue and Elm Street
- College Avenue, 17th Street west to Underbrink's Bakery

The applicant will also close College Avenue between 17th and 18th Streets beginning on Friday, June 11th. This section of roadway was recently vacated by the City to St. Francis Parish.

The applicant also requests that liquor ordinances 111.096(a), 111.096(d), and 111.067(a) be waived to allow for the consumption and possession of liquor on a public street, permitting open liquor to leave the licensed premises, and selling of liquor outside the licensed premises. The applicant has also requested a Live Entertainment/Public Gathering License for the use of loud speakers and a band. The Quincy Police Department has approved both the Waiver of Liquor Ordinances and Live Entertainment/Public Gathering License.

The applicant requests permission to erect three (3) tents and a stage at various locations on Church property. The Department of Planning and Development has approved a Temporary Structure Permit pending an inspection of the structures by the Quincy Fire Department once the tents and stage are in place and prior to the start of the event.

The applicant also requests that a City garbage truck be placed on-site from Friday, June 11th through Saturday, June 12th for the collection of garbage.

The applicant has submitted all of the required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified and that barricades be provided. Motion carried.

A Special Event Application by St. Dominic's Junefest Committee requesting permission to hold its annual Junefest on Sunday, June 6th from 2:00 to 8:00 p.m. at St. Dominic's School. The applicant requests a Live Entertainment/Public

Gathering License for music and the use of loud speakers.

The applicant also requests permission to erect one 40x60 tent and a temporary stage for the event. The Department of Planning and Development approves the Temporary Structure Permit pending an inspection of the structure by the Quincy Fire Department once the tent is in place and prior to the start of the event. The Department of Utilities & Engineering recommends approval of the event pending approval of the Live Entertainment/Public Gathering License by the Quincy Police Department.

Ald. Finney moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application by Tieraney Craig, owner of Quincy Brewing Company located at 110 N. 6th St. The applicant is requesting permission to hold an artisan-style Maker's Market on Saturday, June 19, 2021, between the hours of 1:00 p.m. and 7:00 p.m.

The applicant requests the closure of N. 6th St. between Maine and Hampshire St. from 9:00 a.m. through 7:00 p.m. on the day of the event and that the City provides barricades for the street closures. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering License for the event. The applicant has submitted all of the required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Uzelac moved the prayer of the petition be granted. Motion carried.

A Special Event Application by Arts Quincy requesting permission to hold Arts Night at Jackson-Lincoln Pool on Tuesday, June 8th, from 2:00 to 8:30 p.m. and on Tuesday, July 6th, from 6:00 to 8:30 p.m.

The applicant requests permission for the use of the City-owned lot adjacent to and located west of the Jackson-Lincoln Pool Complex at 701 N. 8th St. The lot will be used for concerts by the Quincy Concert Band and Quincy Senior High Drum Line, art booths, games, and movies. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for these events.

The applicant has submitted all of the required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Bauer moved the prayer of the petition be granted and the proper authorities notified. Motion carried..

Ald. Averkamp jointed the meeting virtually.

REPORTS OF PLAN COMMISSION

Recommending approval of a Special Permit to operate a drive-thru coffee/specialty drink shop at 641 Broadway St., 645 Broadway St., 415 N. 7th St. and 417 N. 7th St., presently zoned D2, as requested, subject to the following conditions:

- That all landscaping, buffers between residential properties, and off-street parking requirements related to the parking lot with diagonal stalls and the parking lot at 417 North 7th Street be finalized as part of the site plan review process, which is required for new commercial construction.
- That the Departments of Planning & Development, Engineering and Police sign off on the final design/site plan for the drive-thru coffee/specialty drink shop.

Ald. Bergman moved the matter be tabled for two weeks and referred to Traffic Commission for a traffic study. Motion carried.

Recommending approval of a Special Permit for Planned Development to develop an office/shop for an on-site water and fire damage restoration service at 2301 N. 12th St. and 2315 N. 12th St., presently zoned C1B, subject to the following conditions:

- There will be no exterior storage of equipment related in any way to the business.
- That all landscaping and off-street parking requirements are finalized as part of the site plan review process, which is required for new commercial construction.
- If there is any type of commercial development (structure) added to 2315 North 12th Street beyond the proposed storm water detention, that development must be approved by the Quincy Plan Commission as an amendment to this Special Permit for Planned Development.

Ald. Entrup informed council that the Petitioner withdrew his request and asked the matter be tabled one week and that interested parties be notified if the matter comes before council. Motion carried.

MONTHLY REPORTS

The monthly reports of the Quincy Police Department for the month of March, 2021, the Forestry Division, Sign and Paint, Recycling Division, Street Cleaning for April, 2021, and the City Clerk, the City Comptroller and the City Treasurer for May, 2021, were received and filed on a motion of Ald. Reis. Motion carried.

ANNUAL REPORT

The annual reports of the Quincy Public Library and Utilities and Engineering Departments for the fiscal year ending April 30, 2021, were ordered received and filed on a motion of Ald. Mast. Motion carried.

PUBLIC FORUM

No one present.

MAYOR'S APPOINTMENTS

By Mayor Michael A. Troup making the appointments of Alderman Bergman to the Land Bank Committee at Two Rivers; Rome Frericks and Jan Leimbach to the Tree Commission; Matthew Thomas to the Preservation Commission and the reappointments of Anne St. John, Todd Boyer, Tom Friye, Bob Terstriep, Corinne Duryea, and Sarah Fernandez to the Tree Commission; Darin Prost, Donna Haire, Alderwoman Katie Awerkamp, Karol Ehman, Alderman Eric Entrup, Jamie Foster, Walt Giesing, Suzie Irwin-Wells, and Dick Wellman to the Preservation Commission.

Ald. Uzelac moved the appointments be confirmed. Motion carried.

RESOLUTION

WHEREAS, the Quincy Police Department relies on instantaneous communications with its patrol officers in the field for the safety of the officers and the general public; and

WHEREAS, the Quincy Police Department has a Mobile Data Computer Communications System which allows for the transmission of data from the patrol cars to the 9-1-1 Emergency Dispatch Center, other patrol officers, and the Watch Commander; and

WHEREAS, Mobile Data Computers give officers the ability to check driver's license and vehicle registration information directly from their squad car; and

WHEREAS, the Mobile Data System relies on computer software provided by Caliber Public Safety of Chicago, IL, formally InterAct Public Safety Systems; and

WHEREAS, the Quincy Police Department must pay a yearly license and maintenance fee to our sole source provider in order to operate the system; and

WHEREAS, the yearly support and maintenance fee of \$17,755.05 is now due and funding has been appropriated in the current fiscal year budget; now

THEREFORE, BE IT RESOLVED, the Chief of Police recommends to the Mayor and City Council that the normal bidding requirements be waived and the agreement with Caliber Public Safety of Chicago, IL, in the amount of \$17,755.05, be extended for another year to cover the period from July 1, 2021, through June 30, 2022.

Robert A. Copley
Chief of Police

Ald. Bauer moved for the adoption of the resolution, seconded by Ald. Uzelac, and on the roll call each of the 12 Aldermen voted yea, with two absent. Motion carried.

ORDINANCE

Second presentation of an ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Add 2 hour parking on the east side of N. 12th St., 720 feet north of the center line of Locust St. and extending north a distance of 120 feet.)

ORDINANCE

Second presentation of an ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of the Municipal Code of the City of Quincy Of 2015 (4-Way Stop to be installed at 22nd and Elm St.)

ORDINANCE

Second presentation of an ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (15 minute parking implemented along the south side of Hampshire St., commencing at a point 100 feet west of the center of North 4th St. and extending west a distance of 50 feet.)

ORDINANCE

Second presentation of an ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Change from: Kentucky St, 8th to 9th St, three times per day on days when school is in session from 10:50 a.m. until 11:00 a.m., 11:20 a.m. until 11:40 a.m., and 3:05 p.m. until

3:25 p.m., change to: Kentucky St, 8th to 9th St on days when school is in session. Addition to: 9th St, State to Kentucky St on days when school is in session.)

ORDINANCE

An Ordinance Annexing Surrounded Territory (3011 N. 18th St., 1701 Highland Ln., 1709 Highland Ln., 3003 N. 18th St., 1622-1624 Highland Ln., 1730 Highland Ln., 2917 N. 18th St., 2823 N. 18th St., 1629 Kochs Ln., 1723 Kochs Ln., 1725 Kochs Ln., 1700 Kochs Ln., and 1400 Highland Ln.).

The Deputy City Clerk read the ordinance by its title.

ORDINANCE

An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of the Municipal Code of the City Of Quincy of 2015 (No Parking Brennan Drive).

The Deputy City Clerk read the ordinance by its title.

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, June 1, 2021

	Transfers	Expenditures	Payroll
City Hall.....		1,113.153	2,412.79
Recycle	8,500.00		
Building Maintenance.....		1,583.07	
Comptroller		0.00	10,249.66
Legal Department		105.00	8,667.59
Commissions.....		0.00	634.60
IT Department.....		2,204.82	9,654.49
Police Department.....		1,887.39	304,077.57
Fire Department		2,539.25	226,830.87
Public Works.....		395.27	34,133.03
Engineering		3,685.97	21,781.57
Tax Distribution/Subsidies		60,000.00	
GENERAL FUND SUBTOTAL.....	8,500.00	73,513.92	648,442.17
Planning and Devel.....		845.79	20,822.24
911 System.....		0.00	41,675.95
911 Surcharge Fund.....		17,079.95	
Traffic Signal Fund.....		855.76	
Arts Commission Fund.....		700.00	
Crime Lab Fund.....		151.60	
Police DUI Fund.....		17,380.00	
Transit Fund.....		807.48	62,934.21
Bridge Lighting Fund		108.27	
Special Tax Alloc - TIF #2.....		21,812.55	
2014 G/O Note Fund		12,460.01	
Water Fund		201,543.70	80,218.35
Sewer Fund		78,583.06	17,994.38
Quincy Regional Airport Fund.....		34,746.30	14,227.15
Airport P.F.C. Fund		6,544.45	
Regional Training Facility.....		539.10	
Garbage Fund.....		0.00	12,309.45
Recycle Fund		125.00	8,348.76
Central Garage		26,770.50	21,488.55
Self Insurance		6,589.00	6,998.41
Econ Dev Revolv Loan Fund		4,204.55	
Sister City Commission Fund.....		1,250.00	
BANK 01 TOTALS	8,500.00	506,610.99	935,459.62
ALL FUNDS TOTALS	8,500.00	506,610.99	935,459.62

Mike Farha
 Jack Holtschlag
 Richie Reis

Finance Committee

Ald. Reis, seconded by Ald. Mast, moved the reports be received and vouchers be issued for the various amounts and

on the roll call each of the 12 Aldermen voted yea, with two absent. Motion carried.

MOTIONS

Ald. Finney asked that Traffic Commission look at 48th & Columbus Road. Motion carried.

Ald. Reis requested “No Parking” signs on S. 12th Street from Jackson to Harrison on June 5th and 6th. Motion carried.

Ald. Reis also requested Police Department place “No Parking” signs on Elmwood East and West for emergency vehicles, along the inside of the horseshoe. Motion carried.

The City Council adjourned at 7:23 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN

City Clerk

By Amanda Keck, Deputy City Clerk

City of Quincy Department of Central Services



Kevin McClean
Director

2020 Jennifer Road
Quincy, IL 62301
Phone: (217) 228-4520

FORESTRY MONTHLY REPORT

Date: June 3, 2021

To the Honorable Mayor and City Council:

The following is a report of work done by the Forestry Department for the month of May

Trees Removed – 24 total
Concrete Trip/Fall Hazard – 2
Sewer Issue – 1
Water Issue – 1
Power Line Interference – 0
Dead/Dying – 9
Blocked Sign – 0
Safety Hazard – 11
Construction Work – 0

Stumps Removed – 15

Trees Trimmed – 42

Respectfully submitted,

Kevin McClean
Director
Department of Central Services

City of Quincy Department of Central Services



Kevin McClean
Director

2020 Jennifer Road
Quincy, IL 62301
Phone: (217) 228-4520

SIGN AND PAINT MONTHLY REPORT

DATE: June 3, 2021

To the Honorable Mayor and City Council:

The following is the report of the Sign and Paint Department for the month of May

City Signs Replaced – 3

New Signs – 10

City Blocks Striped – 0

Feet of Curbs Painted – 0

Intersections Painted – 47

Handicapped Parking Stalls Painted - 0

Barrels of Yellow Paint Used – 0

Barrels of White Paint Used – 1

Respectfully submitted,

Kevin McClean
Director
Department of Central Services

City of Quincy Department of Central Services



Kevin McClean
Director

2020 Jennifer Road
Quincy, IL 62301
Phone: (217) 228-4520

RECYCLING DIVISION MONTHLY REPORT

Date: June 3, 2021

To the Honorable Mayor and City Council:

The following is a report of materials and quantities collected from the residential waste system for the month of May

<u>MATERIAL</u>	<u>POUNDS</u>	<u>TONS</u>
Fiber	102,280	51.14
Non-Fiber	45,680	22.84
Corrugated Cardboard	1,300	.65

Respectfully submitted,

Kevin McClean
Director
Department of Central Services

**City of Quincy
Department of Central Services**



**Kevin McClean
Director**

**2020 Jennifer Road
Quincy, IL 62301
Phone: (217) 228-4520**

**STREET CLEANING
MONTHLY REPORT**

DATE: June 3, 2021

To the Honorable Mayor and City Council:

The following is the report of the Street Cleaning Department for the month of May

City Blocks Swept – 1,042

Loads of Refuse Hauled – 31

Gallons of Water for Flushing – 8,250

Respectfully submitted,

Kevin McClean
Director
Department of Central Services