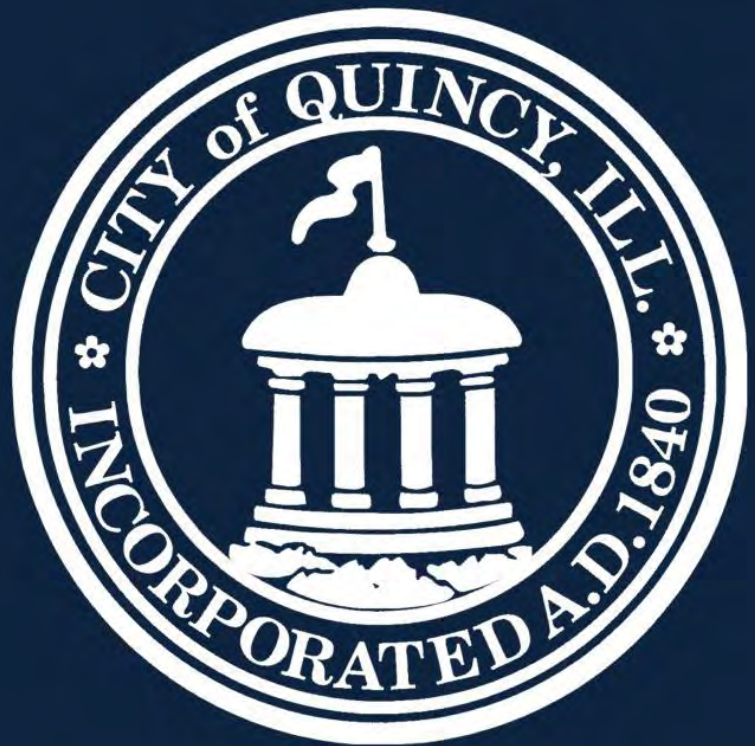


Council Meeting for June 13, 2022



CITY COUNCIL AGENDA

June 13, 2022

Final Agenda

7:00 p.m.

Note: All items presented are subject to final action.

TOWN BUSINESS

Registered Requests to Speak

Report Of The Quincy Township Supervisor For General Assistance For The Month Of May, 2022

Report Of Town Auditing Committee

PUBLIC FORUM

PETITIONS

Ward 5 By Virginia Holzgrafe to rezone 1621 S. 24th Street from R1A (single-family residential) to R3 (multi-family residential) to allow for the construction of a two-family residential unit (duplex).

Ward 5 By Robert Harman, on behalf of David and Sandy Greving, for a subdivision (dividing one lot into two) of property located at 1122 Maas Road under the “small tracts” provision of the Subdivision Ordinance.

Ward 3 By the Law Enforcement Torch Run for Special Olympics requesting permission to hold their run on June 14th beginning at 10:15 a.m. at St. Dominic School, 4100 Columbus Rd. The run will go east to 48th St., south to Transitions, 631 N. 48th St. There will be a squad car leading and following the runners.

By the Machinist Local Lodge 822 requesting to conduct a raffle and have the bond requirement waived from June 15th to November 5th. The City Clerk recommends approval of the permits.

Ward 7 Special Event Application from Roni Quinn, owner of The Venue located at 124 North 5th St. requesting permission to hold a Bike Night on June 18, 2022 between the hours of 6:00 p.m. and 9:00 p.m. at the Venue. The applicant requests the closure of 5th Street, Maine to Hampshire Streets from 6:00 p.m. to 9:00 p.m. to allow for the safe parking of motorcycles for the event and that the City provides barricades. The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

SALES TAX REPORT

March, 2022 - \$1,024,625.08

HOME RULE SALES TAX REPORT

March, 2022 - \$994,257.48

MAYOR'S APPOINTMENTS

Jeffrey Conte as Director of Public Works

Steve Bange as Manager of Engineering,
was tabled by Ald. Bergman at May 16th council meeting.

RESOLUTIONS

Utilities Committee authorizing incentives for new residential constructions west of 12th Street between Harrison and Locust Streets. (City reimbursed by the ARP funds for water and sewer connection fees, labor and material costs.)

Aeronautics Committee and Interim Airport Director recommending approval of the lease with BlueHaven Café. (Three year term including monthly rent of \$800.)

Aeronautics Committee and Interim Airport Director recommending approval to renew the contract with GateKeeper Systems, INC for FAA compliance software in the amount of \$4,300 for a term of three years.

Aeronautics Committee and the Interim Airport Director recommending the Comptroller and Interim Airport Director be authorized to pay pass through funding to all vendors involved in the rehabilitation of Runway 4/22 in the amount of \$127,600 with the city's portion being \$6,380.

Utilities and Engineering Director and Central Services Committee recommending the City enter into a contract with Klingner and Associates for construction inspection and engineering services in the amount of \$499,483.

Utilities and Engineering Director and Central Services Committee recommending approval of the low bid from Rees Construction Co. in the amount of \$687,227.65 for the 7th Ward Capital Improvements Project.

Central Services Director and Central Services Committee recommending approval of the bid from Prairieland FS of Paloma, IL in the amount of \$83,339.90 for the purchase of oils and fluids.

ORDINANCES

Second Presentation of an Ordinance entitled:

An Ordinance Amending The 2022-2023 Fiscal Year Budget. (Appropriate \$506,000 for Non-Departmental Disbursements.)

An Ordinance Granting A Special Use Permit For A Planned Development. (1301 College Ave., Renovate a single-family residence into a two-family residence (duplex).

First Presentation of an Ordinance entitled:

An Ordinance Amending The District Map Which Is Made A Part Of Section 162.002 Of The Municipal Code Of The City Of Quincy of 2015. (2009 Broadway, change zoning from R1C (single family residential) to C2 (Commercial).)

REPORT OF FINANCE

TOWN BOARD OF QUINCY

June 13, 2022

AGENDA

7:00p.m.

- 1) Roll Call
- 2) Permission to excuse absent aldermen
- 3) Registered Requests to speak
- 4) Approval of previous meetings minutes
- 5) Report of The Quincy Township Supervisor For General Assistance For The month of May 2022.
- 6) Report of the town auditing committee for May 2022
- 7) Trustee Comments
- 8) Adjourn

Quincy Township Bill payments for June 2022

<u>Vendor</u>	<u>Amount</u>
Adams	317.38
Alarm Systems	47.50
Ameren Illinois	87.10
Chris Stegner	187.19
City of Quincy MICA insurance (Annual Bill)	5,130.00
City of Quincy Self Insurance	39.14
Digital Copy Systems	10.80
Gary Zellerman	375.00
Gray Hunter Stenn LLP (Township Audit)	3,950.00
Illinois School Supply	302.55
Lisa Gasko (Reimbursement for office supplies)	418.80
Marco	123.00
O'Donnell's	56.00
Phillips Media group	57.20
Priority One Printing	386.45
Township Officials of Illinois (Township Dues)	<u>1,051.06</u>
Total	12,539.17

Committee:

_____ Bauer Chairman
_____ Bergman
_____ Uzelac

Report of the Quincy Township Supervisor for General Assistance for the month of May, 2022

DISBURSEMENTS

Relief orders were issued to 6 cases containing 11 individuals at an average grant per case of \$211.36 \$ 2,325.00

CASH ACCOUNT

Balance May 1, 2022	
GA Checking	\$ 10,615.00
GA Money Market	46,074.48
Interest	<u>2.02</u>
Total	\$ 56,691.50
Obligations paid during the month	(2,325.00)
General Assistance Audit	(2,400.00)
Balance May 31 st 2022	\$ 51,966.50

Maggie Hoyt

Supervisor Quincy Township

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

_____ Bauer Chairman

_____ Bergman

_____ Uzelac



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Kevin McClean, Adam Yates
From: Jeffrey Conte, Director of Utilities & Engineering
Date: June 13, 2022
Subject: Special Event Application – River Road Bike Night

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Roni Quinn, owner of The Venue located at 124 North 5th Street. Ms. Quinn is requesting permission to hold a Bike Night on June 18, 2022 between the hours of 6:00 p.m. and 9:00 p.m. at the Venue.

The applicant requests the closure of the following street from 6:00 p.m. to 9:00 p.m. on the day of the event to allow for the safe parking of motorcycles for the event and that the City provides barricades for the street closure:

- 5th Street, Maine to Hampshire Streets

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

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
FROM: Chuck Bevelheimer
DATE: June 6, 2022
SUBJECT: Proposed Incentives for New Residential Construction
West of 12th Street

Per records available through the city's GIS, there are approximately 16,900 parcels within the city of Quincy. Of those, roughly 700 are classified as "CODE 30." The Quincy Township Assessor's office says a CODE 30 is a lot with no structure on it. This does not include a lot with a structure that has been vacated or abandoned by the owner.

The chart below shows nearly 50% of these CODE 30 lots are located west of 12th Street with another 20% from 12th Street to 18th Street.

Location	River – 12 th	12 th – 18 th	18 th – 24 th	24 th – 36 th	36 th - East
Total # of Lots	5,035	3,323	3,191	3,262	2,043
Code 30 (vacant)	346	138	47	118	54
% citywide	49.1%	19.6%	6.7%	16.7%	7.6%

There were a total of 26 single-family homes constructed within the corporate city limits and the mile and a half jurisdiction in 2021. Just two of them were constructed west of 12th Street.

The Administration proposed two incentives to encourage new residential construction west of 12th Street, within the city limits:

- Waive water connection fee (\$1,500) and sewer connection fee (\$250).
- Extend water/sewer lines to the property line at no charge to the developer

The Utilities Committee reviewed the proposal and recommends approval, subject to:

- The subject area being limited to west of 12th Street between Harrison and Locust Streets.
- The max amount the city would pay to extend a water line being capped at \$5,000
- The max amount the city would pay to extend a sewer line being capped at \$10,000.
- The developer would be responsible for any additional cost if a water line extension exceeds \$5,000 or if a sewer line extension exceeds \$10,000.

The Utilities Department will be reimbursed for lost revenue from the connection fee waivers and for labor/materials for the water/sewer line extensions from American Rescue Plan Act (ARPA) funds. The water and sewer incentives sunsets in 2024 when the ARPA funds are required to be encumbered.

Attached is a resolution authorizing the two incentives for new residential construction as proposed with the recommendations of the Utilities Committee as described above. The resolution also authorizes the Utilities Department to be reimbursed from ARPA funds for the lost revenue.

This new residential incentive was reviewed by the Finance Committee whom after discussion of the need of the incentive referred it back to Utilities Committee for reconsideration. The Utility Committee requested staff provide Council a table of the distribution of vacant lots city-wide and recommended approval of the new residential incentive be forwarded to City Council.

Chuck/Memo/2022 Memos/Sewer and Water Connect Fee Waiver 6-6-22

COUNCIL RESOLUTION
INCENTIVES FOR NEW RESIDENTIAL CONSTRUCTION
(WEST OF 12TH STREET BETWEEN HARRISON AND LOCUST STREETS)

WHEREAS, half of the vacant lots existing in the city are located west of 12th Street; and

WHEREAS, the City of Quincy desires to encourage residential development and investment west of 12th Street in the Riverside neighborhoods; and

WHEREAS, the city desires to establish a program to incentivize the construction of new residential developments on these vacant lots;

NOW, THEREFORE, BE IT RESOLVED that the Quincy City Council authorizes the waiver of the sewer and water connection fees for new residential construction projects west of 12th Street between Harrison and Locust Streets.

FURTHER BE IT RESOLVED that the Quincy City Council authorizes the extension of water and sewer lines to the property line for new residential construction projects west of 12th Street between Harrison and Locust Streets with a maximum amount of \$5,000 that the city would pay to extend a water line and a maximum amount of \$10,000 that the city would pay to extend a sewer line.

FURTHER BE IT RESOLVED that if the cost to extend a water line exceeds \$5,000 or the cost to extend a sewer line exceeds \$10,000, the developer would be responsible for the additional cost.

FURTHER BE IT RESOLVED that the Utilities Department will be reimbursed from American Rescue Plan funds for the water and sewer connection fees that are waived and for the labor and material costs associated with water and sewer extensions.

FURTHER BE IT RESOLVED that the sewer and water connection fee waivers and extension incentives sunset in 2024 when the American Rescue Plan requires all funds to be encumbered.

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

PASSED and APPROVED this ____ day of June, 2022.

SIGNED:

Michael A. Troup, Mayor

ATTEST:

Laura Oakman, City Clerk

RESOLUTION

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

WHEREAS, since 2016, BlueHaven Café has used certain terminal space to operate a restaurant; and,

WHEREAS, BlueHaven Café wishes to renew the lease agreement they hold with the City of Quincy for a term of three (3) years; and,

WHEREAS, the proposed lease includes an increase in rent to \$800; and,

WHEREAS, the City of Quincy is responsible for paying for utilities in the space; and,

WHEREAS, BlueHaven Café will receive \$10,744 in COVID relief funds to help with rent relief; now,

THEREFORE BE IT RESOLVED, the Aeronautics Committee and Interim Airport Director recommend to the Mayor and City Council the renewal of the lease with BlueHaven Café.

Gabriel Hanafin
Interim Airport Director
June 13, 2022

Airport Facility Lease Agreement (Non-Aviation Activities) - Restaurant Quincy Regional Airport

This Lease is made and entered into this _____ of _____ 2022 by and between Quincy, Adams County, Illinois, a municipal corporation, (hereinafter referred to as the "Lessor,") and Blue Haven Enterprises, LLC doing business as Blue Haven Café, a business organized and existing under the laws of the State of Illinois, (hereinafter referred to as "Lessee");

WITNESSETH

WHEREAS, the Quincy Regional Airport (hereinafter referred to as the "Airport") is owned, and operated and maintained by the Lessor, located six (6) miles east of the City of Quincy in the State of Illinois; and

WHEREAS, the Lessee desires to lease certain premises upon the Airport that are more fully described herein below; and

WHEREAS, the Lessor is willing to lease same to Lessee under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained; the parties hereto agree as follows:

ARTICLE I
(Term of the Lease)

1. TERM. The initial term of this Agreement shall be for a period of three years commencing immediately on the signing of this lease and upon the following conditions, covenants, stipulations and agreements.

ARTICLE II (Leased Premises)

2. LEASED PREMISES. The exclusive use areas to be made available by Lessor to Lessee for the operation of the concession business shall be as depicted on attached Exhibit A. The Lessee accepts the leased premises "AS IS" and no further modification of the leased premises is required unless specifically mentioned hereafter in this Lease.
3. PERMITTED USES. The premises may be used by Lessee only for the purpose of operating a restaurant, snack bar, bar/lounge serving alcoholic beverages, machine vending, video gaming, game room, gift shop, news stand, TV chair concession, retail merchandising, kitchen, in-flight catering, offices, and storage incidental to such uses, within the premises described on Attachment A, and for other similar uses incidental thereto. In accordance with State of Illinois law smoking will not be permitted within the facility.
 - (a) Video Gaming Permitted- Provided lessee meets all applicable state, county and local requirements, video gaming will be allowed on the premises. Lessee agrees to pay all fees, licenses, costs and assessments associated with video gaming. The City will not receive funds from any video gaming terminal profits
4. SPECIAL USE AREAS. Lessee shall be allowed to use the Conference Room in the lower level of Quincy Regional Airport and the Second Level Observation Deck for functions related to the business enterprise. The conditions for use of these spaces are as follows.
 - A) Conference Room. All scheduling for the rental of the conference room shall be cleared through the Airport Manager or his / her designee. The party wishing to rent the facility should make rental payment payable to Quincy Regional Airport at the rate of \$65.00 per day. Rental fees are only negotiable with Airport Manager or his/her designee. Any request for services in the form of refreshments, drinks, snacks, food or other will be referred to the Lessee, as the preferred vendor. Only the Airport Manager or his/her designee has the authority to waive the preferred vendor preference. Any events utilizing the conference room brought to this space by Lessee through advertisement or other arrangements will give Lessee entitlement to 50% of the daily charged rate. Rates for the conference room are set at the Airport Manager's discretion and may be changed based on usage and types of events. Any events hosted by the Lessee mandate the responsibility of cleaning the area by the Lessee.
 - B) Observation Deck. The observation deck will be available for use by the Lessee, except for times when scheduled by the Airport Manager or his/her appointed designee. All scheduling for the rental of the observation deck shall be cleared through the Airport Manager or his / her designee. The party wishing to rent the facility should make rental payment payable to Quincy Regional Airport at the rate of \$250.00 per day. Rental fees are only negotiable with Airport Manager or his/her designee. Any request for services in the form of refreshments, drinks, snacks, food or other will be referred to the Lessee, as the preferred vendor. Only the Airport Manager or his/her designee has the authority to waive the preferred vendor preference. Any events utilizing the observation deck brought to this space by Lessee through advertisement or other arrangements will give Lessee entitlement to 50% of the daily charged rate. Rates for the

observation deck are set at the Airport Managers discretion and may be changed based on usage and types of events. Any events hosted by the Lessee mandate the responsibility of cleaning the area to the Lessee.

ARTICLE III
(Rents and Other Fees)

5. RENT. Lessee shall pay the amount of \$800 per month, which includes all utilities, payable on the first day of each month. Lessee has received \$10,744 in COVID-19 relief funds.
6. UTILITIES. Lessor will be responsible to pay cost of utilities which includes water and electricity.
7. PAYMENT. Said monthly payments said to be made to Lessor shall be made out to Quincy Regional Airport, and delivered to City's Treasurer's Office, 730 Maine Street, Quincy Illinois, 62301.

ARTICLE IV
(Recordkeeping)

8. BOOKS AND RECORDS. Lessee shall maintain books and records in accordance with Generally Accepted Accounting Principles and will give consideration to any recommendations or request for changes in such practices, which are made by Lessor, and which arise from an audit of Lessee's books and records by Lessor or by Lessor's representative. Lessor or Lessor's representative shall have the right to call for, inspect, and audit the bills, receipts and sales records of Lessee during reasonable hours for the purpose of verifying the correctness of Lessee's monthly or annual statements.
 - A) Lessee shall provide quarterly Profit and Loss statements to the Airport Director within 30 days of the close of each quarter of business beginning with the first quarter after the commencement of this Agreement. "Quarter" shall be defined as generally accepted in accounting principles; the first quarter shall begin January through March each year.

ARTICLE V
(Use of Premises)

9. USE OF TERMINAL BUILDING AND AIRPORT. Lessor hereby grants to Lessee to use, in common with others having such right, halls and rest rooms in the terminal building for Lessee's employees, patrons, guests and invitees, although Lessee shall not conduct business or promote its business outside of the leased premises without written permission of the Airport Manager; and Lessee, in common with others having such rights, shall have the full and unrestricted normal right of access and ingress to and egress from the said terminal building and Lessee's leased premises for Lessee's employees, patrons, guests, invitees, suppliers of materials and furnishers of services both for themselves and for their equipment, vehicles and other property, so long as Lessee is not in default of this Agreement. Lessee, may place small portable or stationary sign/s with prior inspection by the Airport Manager outside of the leased area, so long as it does not interfere with normal traffic and function of the tenant.
10. PARKING SPACE. Vehicular parking spaces are available near the airport terminal building for use of Lessee's employees, in common with others entitled to such use and to be designated by Lessor through the Airport Manager.

11. CARE OF PREMISES. Lessee shall take good care of the leased premises and at the termination of this Agreement by expiration or otherwise shall yield and deliver the leased premises in its original condition less reasonable wear and tear, and Lessee shall have the right at any time during the term hereof and any extensions and renewals thereof and within thirty (30) days after the termination hereof to remove its machinery, equipment, and improvements which are not fixtures from the leased premises subject, however, to any lien which Lessor may have to secure any unpaid rents or other charges due under this Agreement. Equipment left after such time without Lessor's consent may be moved by Lessor without consequence.

12. SNOW REMOVAL. Every effort is made by the Lessor to maintain clear and accessible roadways, sidewalks, and other applicable areas. This is performed in conjunction with the Snow and Ice Control Plan for Quincy Regional Airport. During winter months with significant precipitation priorities are set and addressed in that order. Priority is and will always be given to the safety of the airfield above and beyond any other priority

13. RULES AND REGULATIONS. Lessee shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by Lessor.
 - A) The Lessee shall not use or permit the use of the Passenger Terminal Premises or Public Aircraft Facilities or any party thereof or do or permit its officers or employees or any other persons over whom it has control to do any act or thing either in the Passenger Terminal Premises or elsewhere on the Airport in violation of any present or future laws, ordinances, rules or regulations of the Lessor or any other public or governmental authority, relating to sanitation or the public health, safety or welfare.

 - B) The Lessee shall at all times maintain the leased premises in compliance with any and all present and future laws, ordinances and general rules or regulations of any public or governmental authority now or at any time during the term of this Agreement and Lease in force relating to sanitation or public health, safety or welfare.

 - C) The Lessee shall prohibit its employees from harassment of any kind, including sexual harassment, and will take appropriate and immediate action in response to complaints or knowledge of violations. Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an individual. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.

Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

14. FAILURE TO PROVIDE BASIC SERVICES IN LESSEE'S PREMISES. Lessee's failure to

provide restaurant services for a period of seven (7) consecutive days or more will constitute a breach of this Agreement. In any such event, Lessor reserves the right to immediately repossess, without notice to Lessee, that portion of the premises intended for the service Lessee has failed to provide and operate or contract the operation of such service in the repossessed premises without legal recourse to Lessee.

- A) In the event that Lessor repossesses any portion of Lessee's premises under the terms of this paragraph, Lessee will reimburse Lessor for Lessor's start-up costs to operate or contract to provide the service that Lessee has failed to provide; Lessee will also leave all furnishings, equipment, furniture, and improvements in the repossessed premises, and Lessor will retain all revenues generated from sales in the repossessed premises.
- B) In the event Lessee requires more than thirty (30) days for the removal of such property, rental shall be paid at the existing rates for the entire period of time required to remove said property from the termination date of this lease.

ARTICLE VI (Operations)

- 15. PREPARATION AND SERVICE OF FOOD AND BEVERAGES. Lessee shall not in any way subordinate its functions of serving patrons in the restaurant, bar/lounge serving alcoholic beverages, and snack bar to any other business activity or service allowed under this Agreement. Lessee shall cook, prepare, serve and sell in a sanitary and expeditious manner, food and beverages of the highest quality in accord with the standards accepted in the local area. Lessee shall provide or prescribe neat and clean uniforms for its employees engaged in preparing, handling and servicing food and beverages and shall provide adequate personnel to supervise and furnish the above mentioned services during periods including peak demand service requirements.
- 16. HOURS OF OPERATION. Lessee shall provide food and beverage service to the general public daily during hours to ensure that reasonable demands of the traveling public are satisfied. Food and beverage services shall be provided daily from one hour before the first departure until the last departure. Lessee shall also be open at such other times as may be mutually agreed between the parties. News and gift facilities shall be operated daily at such hours that will provide adequate service to the traveling public. News and gift facilities' daily hours of operation shall be as mutually agreed between the parties.
 - A) HOURS OF OPERATION. The initial hours established by the Lessee are from 6:00 A.M. to 8:00 P.M, Monday through Saturday and Sunday from 6:00 A.M. to 2:00 P.M. Evenings are reserved for the hosting of any events as requested. The hours set are to establish the need for service, and will be reviewed at the end of the first six months in conjunction with the concession fees mentioned above in paragraph 6.
 - B) QUALITY MONITORING. Review of the services provided by the restaurant is to be reviewed by the Airport Manager at least once a month. These services are expected to meet a level of expectation as to please the public participating in said services. Three main areas will be judged and discussed with the Lessee. These areas can and will be addressed and available for discussion at anytime to remedy any complaints or concerns.
 - A) Quality of food/menu/drinks
 - B) Exemplary customer service to patrons

C) Fair Pricing based as determined by overhead cost to support the facilities.

17. JANITORIAL. Lessee shall keep its premises clean at all times, including necessary mopping, vacuuming, floor washing and waxing, wall cleaning, ceiling cleaning, cleaning of its fixtures and furniture, and windows. Lessee shall comply with all environmental health standards as required by State and local law.
18. EMPLOYEE SERVICE STANDARDS. Lessee's employees will service concession customers in a positive, friendly, and professional way at all times. Lessee's employees will also maintain a clean neat appearance at all times. Failure of Lessee to address and correct problems resulting from rude and inattentive employees will be considered a breach of contract. Failure of Lessee to follow up on complaints resulting from rude and inattentive behavior will also be considered a breach of this paragraph.
19. AIRPORT SECURITY REQUIREMENTS. Lessee's employees will be required to obtain identification badges from the Airport Manager's office as needed to perform their duties on the Airport in full compliance with Federal Aviation Administration and Transportation Security Administration security rules and procedures. Lessor may charge Lessee a nominal fee to cover actual costs of producing the I.D. badges and performing required background checks. Lessee and its employees must at all times adhere to Airport Security rules prescribed by Lessor. Current FAA/TSA rules require that any employees who need to gain access to aircraft ramps and other secured areas supply information for background checks. Lessee employees will be prohibited from working in secure areas until the background checks have been completed and the employee receives required training from Lessor on Airport Security Rules.

ARTICLE VII
(Equipment & Premises)

20. COST ITEMS TO BE COMPLETED BY LESSEE. Lessee shall, at its own cost and expense:
 - A) Provide all furniture, fixtures and equipment required for the normal operation of a restaurant, bar/lounge, game room, concession stands, and storerooms;
 - B) Provide doors and walls for walk-in refrigerators (not to include the walk in freezer) as needed, as well as any specialized equipment or storage areas needed for its business;
 - C) Provide mechanical, electrical, grease traps or interceptors, and fire extinguishing equipment and provide for the proper disposal of grease from operations;
 - D) Provide for any required Health Department inspections.
21. COST ITEMS TO BE COMPLETED BY LESSOR. Lessor, at its own cost and expense, shall provide all of the fixed, permanent and integral parts and portions of Lessee's premises in the terminal building in accordance with Exhibit "A". Lessor is to provide basic items, as follows: finished floors, finished walls, finished ceilings, normal light fixtures, ducts for kitchen exhaust, all air-conditioning, heating and general ventilation ducts and equipment and is to bring utilities to outlets as reasonably designated by Lessee. Any subsequent changes of utility services or of kitchen ventilation systems shall be Lessee's own cost and expense.

22. EQUIPMENT OFFERED BY THE LESSOR. The equipment listed below will be made available to the Lessee upon occupation of the restaurant facilities and which shall remain Lessor's property upon termination or expiration of the lease. Lessee shall clean and maintain Lessor's equipment in good working order. In the event that any equipment listed below or any major equipment purchased by the Lessor during the term of this Agreement, due to obsolescence, age or because of continued use, fails to operate, the cost of repair of said equipment shall be paid by the Lessor. Cleaning and daily maintenance of equipment shall be routinely done by the Lessee and neglect or abuse of any restaurant equipment shall be cause for immediate termination of this Agreement. Nothing herein obligates the Lessor to replace said equipment upon failure or point of obsolescence. The Lessee shall be required to replace said equipment if necessary to the operation of the restaurant.
23. PURCHASE OF EQUIPMENT BY Lessor. If this lease shall be terminated by either party for any reason prior to the end of the initial term, Lessor may purchase from the Lessee all of the leasehold improvements, furniture, furnishings, fixtures and equipment as of the date of termination, at a price which shall be determined as follows: On all leasehold improvements, furniture, furnishings, fixtures, and equipment installed by Lessee the price shall be the original cost price thereof (plus installation costs) less depreciation calculated on the basis of a 10 year depreciation period, or in other words, at a rate of 1/120ths of the cost price thereof per month, calculated from the date said improvements were installed in the premises. Lessee shall provide Lessor with a list of items it desires to purchase.
24. ASSIGNMENT AND SUBLEASE. Lessee shall not, at any time assign this Agreement or sublease said premises or any part thereof without the consent in writing of Lessor, such consent not to be unreasonably withheld; provided that the foregoing shall not prevent the assignment of this Agreement or any of the rights and privileges granted Lessee hereunder, to any corporation with which Lessee may merge or consolidate, or which may succeed to the business of Lessee, or to the United States Government or any agency thereof, if Lessee shall have given Lessor thirty (30) days prior written notice of such merger or consolidation.

ARTICLE VIII
(Insurance & Liabilities)

25. INSURANCE REQUIREMENT: At all times during the term of this Lease, and of any renewal or extension hereof, Lessee agrees that it will, at its own cost and expense, provide and keep in force for the benefit of the Lessee and the Lessor as additional insured, a policy or policies of insurance as follows: Bodily injury and property damage combined single limit liability insurance in an amount no less than \$1,000,000.00. Certificates evidencing such insurance as current and active shall be kept on file in the Airport Manager's office at all times during the term of this Lease. Lessee shall name the City of Quincy and the Quincy Regional Airport as an additional insured on such policy.
26. LIABILITY OF LESSEE. Lessee assumes all risks incident to or in connection with its business to be conducted hereunder, and shall indemnify, defend and save Lessor harmless from damages or injuries of whatever nature or kind to persons or property, arising directly or indirectly out of the operation of its business, and shall indemnify, defend and save harmless Lessor from any penalties for violation of any law, ordinance or regulation affecting or having application to the operation of such business and from any and all claims, suits, losses, damages or injuries to any persons or

property of whatsoever kind or nature arising directly or indirectly out of the operation of its business or resulting from the carelessness, negligence or improper conduct of Lessee or any of its agents or employees. Notwithstanding any provision contained herein to the contrary or by law, Lessee shall not be liable to Lessor for any physical damages sustained to the terminal or Lessor's property as a result of fire, or any other casualty, except to the extent of the following insurance coverage, regardless of the fault of Lessee. Lessee shall, at its own expense, keep in force insurance as follows:

<u>TYPE OF COVERAGE</u>	<u>MINIMUM LIMITS</u>
WORKERS' COMPENSATION-Coverage A	Statutory
EMPLOYERS LIABILITY-Coverage B	
Bodily Injury by Accident - policy limit	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
COMMERCIAL GENERAL LIABILITY:	
Coverage A - each occurrence	\$500,000
Coverage B - personal & advertising injury	\$500,000
General Aggregate Other than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Lessee will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Quincy/Quincy Regional Airport as an Additional Insured and Certificate Holder.
- 5) Workers' Compensation must include a waiver of subrogation in favor of the City of Quincy.
- 6) Coverage must include all owned, hired, and non-owned vehicles.
- 7) Coverage must include the City of Quincy as an Additional Insured and Certificate Holder.

FIRE LEGAL LIABILITY:

Lessee will provide fire legal liability in favor of the Lessor in an amount of not less than \$200,000.

DRAM SHOP:

Combined Single Limited Liability	\$500,000
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Lessee shall supply to Lessor certificates evidencing such insurance, and Lessor shall be supplied with a certificate to the effect that such insurance shall not be non-renewed, canceled or materially changed without thirty (30) days actual prior written notice to Lessor.

ARTICLE IX
(Licenses/Fee/Taxes)

27. LICENSES, FEES, AND TAXES. Lessee agrees to pay any and all taxes or special assessments which may be levied or assessed upon the leased premises, including both premises hereunder leased to Lessee for its exclusive use or upon Lessee's interest in or use of said leased premises, and to save Lessee and said leased premises harmless from any claim or liens in connection with such taxes and assessments, except this shall not apply to property owned or possessed by Lessee and situated in or on the leased property.
28. CANCELLATION OF LEASE. If either party hereto desires to terminate this Lease, such party must give the other party at least a 30-day written notice of that party's intent to terminate. No basis or reason for such termination shall be required.

ARTICLE X
(General Provisions)

29. CIVIL RIGHTS. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Pmt 152 Subpart E, to insure that no person on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered sub organizations provide assurances to Lessee that they similarly will undertake affirmative action programs and those they will require assurances from the sub organization, as required by CFR Pmt 152, Subpart E, to the same effect.
30. NONDISCRIMINATION. The tenant for themselves, for representatives, successor in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that
- A) No persons on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facility.
 - B) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination
 - C) That the tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as of said Regulations may be amended.
 - D) Lessor holds the right to terminate lease based on grounds of proven discrimination.
31. GENERAL PROVISIONS.
- A) In so far as this Agreement and Lease grants, permits or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by the Lessee, such use or the doing of such act or thing is to be in connection with the operation of Lessee's business as herein described. Each of the parties, however, has entered into this Agreement and Lease

solely for its own benefit and this Agreement and Lease does not grant to any third person a right to claim damages or to bring any suit, action or other proceeding against either the Lessor or the Lessee because of any breach hereof.

- B) The headings of the various titles and sections of this Agreement and Lease are merely for the convenience of reference.
- C) This Agreement and lease is to be read and construed in accordance with the laws of the State of Illinois and fully performed in Adams County, Illinois.
- D) In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement and Lease.
- E) It is understood and agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308(1) of the Federal Aviation Act of 1958.
- F) The Lessor reserves the right to further develop the Airport.
- G) During time of war or national emergency the Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government shall be suspended.
- H) Terms of the lease can be negotiated at any point.

ARTICLE XI
(Notices)

32. NOTICES. Notices pursuant to this Agreement shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

TO Lessor: Airport Manager
Quincy Regional Airport
1645 Highway 104
Quincy, Illinois 62305

TO Lessee: Blue Haven Enterprises, LLC
d/b/a Blue Haven Café
1544 N 1500th Ave
Payson, IL 62360

The parties reserve the right to change the address to which notices are to be sent by giving the other party prior written notice of any such change in address.

ARTICLE XII
(FAA Authority)

33. This Lease is subordinate to all FAA directives, compliance, rulings, or mandates set forth for Quincy Regional Airport. Refer to Article XIII. Lessee covenants and agrees that should Quincy Regional Airport undergo a reclassification and a return to ARFF services is required; that

Lessee will abandon demised premises immediately upon written notice.

ARTICLE XIII

(United States Department of Transportation and Federal Aviation Administration Requirements as Set Forth by Policy and Procedures Memorandum-Airports Division 5190.6 Part V 8 thru 16)

34. The Quincy Regional Airport reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.
35. The Quincy Regional Airport reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
36. This Lease shall be subordinate to the provision of and requirements of any existing or future agreement between Quincy Regional Airport and the United States, relative to the development, operation, or maintenance of the airport.
37. The Lessee (licensee, permittee, contractor, etc.) agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the (leased) premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.
38. There is hereby reserved to the Quincy Regional Airport, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Quincy Regional Airport.
39. The Lessee (licensee, permittee, contractor, etc.) by accepting this expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure or objects nor permit the growth of any tree on the land leased hereunder above a mean sea level elevation of 769 feet. In the event the aforesaid covenants are breached, the Owner reserves the right to enter upon the land leased hereunder and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
40. The Lessee (licensee, permittee, contractor, etc.) by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft from Quincy Regional Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the Owner reserves the right to enter upon the premises hereby leased and cause the abatement of such interference at the expense of the Lessee.
41. This Lease and all provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.
42. It is clearly understood by the Lessee or Permittee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport

from performing any services on its own aircraft with its own regular employees (including but not limited to, maintenance and repair) that it may choose to perform.

ARTICLE XIV
(Other Agreements)

43. Plural, Singular, Gender to be read in Context: Any word contained in the text of this Lease shall be read as the singular or the plural and the as masculine, feminine or neutral gender as maybe applicable in the particular context.
44. Joint and Several Obligation of Lessee, Partners. If there is more than one party tenant, the covenants of the Lessee shall be the joint and several obligations of each such party, and if the Lessee is a partnership, the covenants of the Lessee shall be the joint and several obligations of each of the partners and the obligations of the firm.
45. Binding Effect on Parties, Representatives, Successors and Assigns. The provisions of this Lease shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
46. Landlord and Tenant Relationship. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the Lessor and Lessee other than the relationship of landlord and tenant.
47. Identification of Leased Premises by Annexed Plan. The plan attached to and made a part of this Lease, except as otherwise specifically provided, is used solely for the purpose of identifying or designating the leased premises. Any marking, measurements, dimensions or notes of any kind contained therein have no bearing with respect to the terms and conditions of this Lease and are not to be considered a part hereof.
48. Prior Representations Incorporated into Lease- No Representations, Warranties or Promises by Landlord, Agents or Representatives. All negotiations, considerations, representations and understandings between the parties are incorporated in this Lease, and Lessee acknowledges that Lessor, its agents and representatives, have made no representations, warranties or promise with respect to the building, the surrounding land, or the leased premises except as may be expressly set forth herein.
49. Entire Agreement- Modification in Writing, Signed and Delivered by Both Parties. This Lease contains all of the agreements and representations between the parties. None of the terms of this Lease shall be waived or modified to any extent, except by a written instrument signed and delivered by both parties.
50. Force Majeure. Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, or acts of God.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written below.

Executed this ____ day of _____, 2022.

CITY OF QUINCY

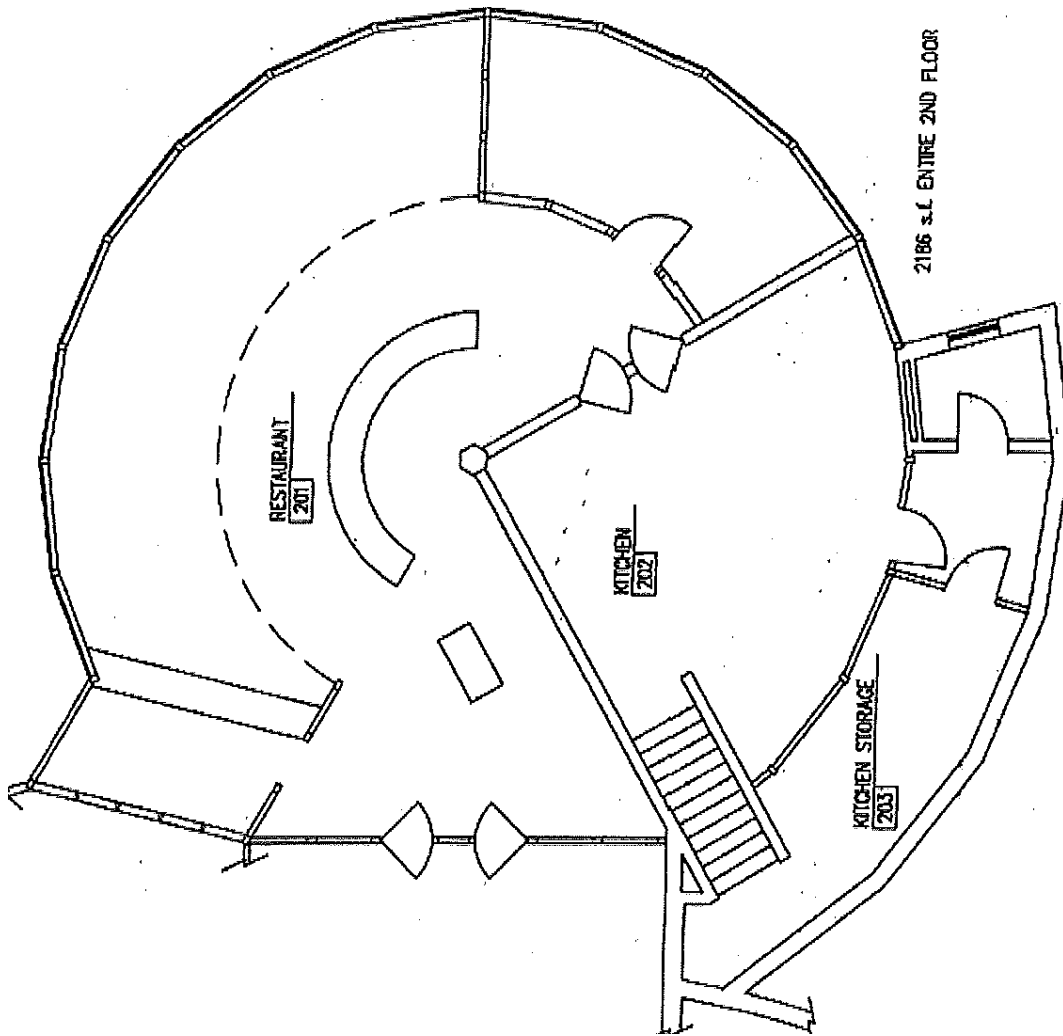
By: _____
Honorable Michael Troup, Its Mayor

By: _____
Laura Oakman, Its City Clerk

Restaurant Operator / Lessee:

By: _____
Kevin and Lisa Mintle as Owner/Operator
Blue Haven Enterprises LLC, D/B/A Blue Haven Cafe

EXHIBIT A.



12	Round tables	5	Rectangular tables
55	Brown chairs	3	High chairs
2	Booster seats	1	Covered buffet table (dining area)
1	Servco hot table	1	Star grill
1	Toastmaster oven/grill	2	Deep fryers (1-Toastmaster & 1-Fry Master)
1	Crosley freezer	1	Nor Lake double-door freezer
1	Manitowoc double door refrigerator	1	Amana electric range
1	Hobart meat slicer	1	Kitchenaid mixer
2	GE roaster ovens with lids	2	Hamilton Beach roaster ovens with lids
1	Hamilton Beach milkshake blender w/ 3 stainless steel mixing containers	1	APW Wyatt heat light
1	Bunn coffee pot with 2 warmers	1	Closed circuit camera w/ monitor
2	Fire extinguishers	2	Paper towel dispensers
1	Dial sanitizer dispenser	3	Chip racks
2	Candy racks	1	Stainless shelving
2	Plastic shelving	2	Chopping tables
5	Imperial busboy carts	4	Busboy dish tubs
5	Dishwasher dish holders	1	Dishwasher silverware holder
6	Serving trays (assorted sizes)	3	Plastic silverware trays
4	Plastic glass stacking trays	4	Cutting boards (assorted sizes)
3	"Sterno type" warming racks	17	Stainless sweetener/sugar/salt/pepper holders
16	Kraft jelly caddies	14	Stainless creamers
11	Clear salt/pepper shakers w/ lids	1	Plastic drink pitcher
42	Plastic drink glasses	29	Regular juice glasses
31	Small juice glasses	12	White coffee cups
68	White dinner plates	38	White oval dinner plates
16	White salad/dessert plates	12	Clear salad plates
21	White dessert plates	8	White pasta/soup bowls
4	White soup/cereal bowls	3	White soufflé bowls
43	White soup/dessert cups	14	Clear large sundae dishes
6	Baking/cookie trays	22	Stainless pans (assorted sizes)
18	Stainless lids (assorted sizes)	17	Plastic containers (assorted sizes)
9	Plastic lids (assorted sizes)	15	Salad bar dressing/cold salad containers
3	Aluminum cooking pots (assorted sizes)	1	Aluminum colander
1	Aluminum strainer w/ handle	1	Foaming antibacterial hand soap dispenser
1	Symmetry hand soap dispenser	18	Coffee plates
10	Small fruit plates	6	Large fruit plates
5	Soup bowls	41	Kid size juice glasses
1	Knife	1	Pair of scissors
1	Butter knife	6	Forks
12	Spoons	14	Steak knives
6	Whisks (various sizes)	1	Ice cream scoop
5	Mixers/stirrers	1	Potato peeler
2	Salad tossers	2	Potato scoopers
1	Pizza cutter	2	Spatulas
3	Buffet tongs	24	Buffet ladles
9	Serving spoons (various sizes)	2	Ketchup dispensers
9	Measuring cups (various sizes)	1	Coat rack

RESOLUTION

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

WHEREAS, Quincy Regional Airport is required to comply with Federal Aviation Administration (FAA) Part 139 regulations; and,

WHEREAS, Quincy Regional Airport has a contract with GateKeeper Systems, INC (GSI), a web-based software that airport staff uses to receive, store, transmit, and disseminate airport data to assist in keeping the airport in compliance with federal regulations; and,

WHEREAS, the original contract was executed in July, 2019 and has a term of three (3) years; and,

WHEREAS, the airport wishes to renew the contract for another three (3) year term with an annual subscription fee of \$4,300; now,

THEREFORE BE IT RESOLVED, the Aeronautics Committee and Interim Airport Director recommend to the Mayor and City Council the renewal of the contract with GateKeeper Systems, INC for FAA compliance software.

Gabriel Hanafin
Interim Airport Director
June 13, 2022

Schedule A

Airport Name: Quincy Regional-Baldwin Field **Airport ID:** UIN

Enplanement Category: Under 50,000

Term of the Agreement:

Full Production: Start Date: July 1, 2022 End Date: June 30, 2025
Annual Renewal Date: July 1

Modules Included:

Base Software	X
AGIS Data	N
Mobile iPad Module	Y

Pricing:

Annual App-139 Subscription Fee:

Year #1 \$4,300
Year #2 \$4,300
Year #3 \$4,300

Other Fees:

Implementation Fee- One Time:	N/A
Other_____	

Total Payment Due:

Year #1 \$4,300
Year #2 \$4,300
Year #3 \$4,300

Billing Information:

Form of invoice desired: Paper Copy_____ E-Mail copy_____

Contact Person:_____

Mailing Address:_____

Phone Number:_____

E-Mail Address_____

RESOLUTION

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

WHEREAS, the City of Quincy accepted and executed a grant with the FAA and the State of Illinois Department of Transportation to rehabilitate Runway 4/22; and,

WHEREAS, Crawford, Murphy, and Tilly, Inc. (CMT) was selected through FAA federal procurement requirements to provide engineering services for airport projects; and,

WHEREAS, on September 14, 2020 the City Council approved entering into an agreement with Crawford, Murphy and Tilly, Inc. (CMT) for the Repackaging of Bid Documents for Second Letting of the runway project in the amount of \$65,200; and,

WHEREAS, the project will be completed in four (4) phases; and,

WHEREAS, once funding and estimated project costs were determined, the phases were reordered to better allocate the grant funds which requires an amendment to the original agreement; and,

WHEREAS, the total contract cost is amended to \$127,600 which is an additional cost of \$62,400; and,

WHEREAS, this project is to be 90% funded by the FAA's Airport Improvement Program, 5% by the state and 5% by the City of Quincy; and

WHEREAS, the city share of this portion of the grant, which is \$6,380, is included in the current fiscal year budget; and,

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

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

1. The Aeronautics Committee and the Interim Airport Director recommend that the Mayor and the City Clerk be authorized and directed to execute and attest, respectively this amendment and other standard documents associated with the awarding of this project and proceed with the project; and,
2. The Comptroller and the Interim Airport Director recommend to the Mayor and City Council that the Comptroller and Airport Director be authorized to release the City share of the project; and,
3. The Comptroller and the Interim Airport Director recommend to the Mayor and City Council that the Comptroller and Airport Director be authorized to pay pass through funding to all vendors involved in this project.

Gabriel Hanafin
Interim Airport Director
June 13, 2022

**AMENDMENT TO AGREEMENT
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES
between
THE CITY OF QUINCY, ILLINOIS
and
CRAWFORD, MURPHY AND TILLY, INC.
for
SPECIAL SERVICES
REPACKAGE BID DOCUMENTS FOR REHABILITATE RUNWAY 22
for
REHABILITATE & RECONSTRUCT RUNWAY 4/22; REMOVE RUNWAY 18/36;
REALIGN TAXIWAY B
at the
QUINCY REGIONAL AIRPORT
QUINCY, ILLINOIS**

**IL PROJECT NO. UIN-4834
FED PROJECT NO. 3-17-0085-42
CMT PROJECT NO. 18002001.03**

Prepared 4/28/2022

WHEREAS, the original Agreement for Consultant Services was executed on the 14th day of September 2020, as a cost plus a fixed payment of **\$8,260.00** total amount not-to-exceed **\$65,200.00** for Special Services – Repackage Bid Documents for Second Letting of *Rehabilitate & Reconstruct Runway 4/22; Remove Runway 18/36; Realign Taxiway B*, and;

WHEREAS, the original scope for Special Services – Repackage Bid Documents for Second Letting was prepared based on the Project being constructed in 2 phases, and;

WHEREAS, the original scope for Special Services – Repackage Bid Documents for Second Letting did not include an 80% submittal, and;

WHEREAS, it was determined that the available funding stream would not be sufficient to construct the Project in 2 phases, but would require 4 construction phases, and;

WHEREAS, the initial sequence of 4-phase construction was determined to be as follows:

1. Rehabilitate the Runway Intersection
2. Rehabilitate Runway 22
3. Reconstruct Runway 22
4. Reconstruct Runway 4, and;

WHEREAS, the Project required additional effort to meet the various funding and phasing guidance required by the Airport and the agencies to accommodate changing construction packages that was not anticipated in the original agreement, and;

WHEREAS, due to the addition of additional bidding/construction packages, the increased complexity of the proposed funding stream to meet agency limitations, and the change in the order of the construction work, an 80% Submittal was added to the original scope of this special service phase to better convey the proposed scope of this work package, refresh the agencies on the various design features, to bring new agency members of the project team up to speed on the project, and to facilitate an interim review for concurrence ins scope, phasing, and design criteria prior to bidding and funding, and;

WHEREAS, the 80% submittal for Rehabilitate Runway 22 was nearing completion based on the initial 4-phase construction sequence, and;

WHEREAS, based on the anticipated availability of funding, the initial sequence of the 4-phase construction was reordered to:

1. Rehabilitate the Runway Intersection
2. Reconstruct Runway 22
3. Rehabilitate Runway 22
4. Reconstruct Runway 4, and;

WHEREAS, work on Rehabilitate Runway 22 was suspended and work on Reconstruct Runway 22 was initiated, and;

WHEREAS, the reordering of the construction sequence required the following design modifications to the Rehabilitate Runway 22 phase:

- Phase profiles were revised to correspond to the proposed conditions after the completion of Reconstruct Runway 22.
- Phase surface models were revised to correspond to the proposed conditions after the completion of Reconstruct Runway 22.
- Phase estimates of Quantities, Cost and Time were revised to correspond to revised limits of construction.
- Phase specifications and bidding documents were revised to conform with the new estimates of Quantity, Cost and Time.

WHEREAS, the above changes increased the overall program timeline, resulting in additional project design and management efforts, and;

WHEREAS, based on the amount of work performed and the amount of the amendment, the Owner requested that an Independent Fee Estimate (IFE) be performed, and the proposed amendment was found to be reasonable, and;

WHEREAS, the Airport will coordinate the proposed amendment with the Federal Aviation Administration's Program Manager to ascertain that the proposed cost change is eligible for Federal funding, and;

WHEREAS, if determined to be Federally eligible, the proposed Local Share of this amendment will be approximated 5% of the total amendment cost, or \$2,400, and;

WHEREAS, the circumstances which necessitated the amendment were not reasonably foreseeable, nor were they within the contemplation of the contract at the time of the Agreement preparation and execution.

NOW THEREFORE BE IT RESOLVED that Section II, Consultant Compensation, Subsection D Planning and Special Services – Repackage Bid Documents for Second Letting, Paragraph 1 be revised to a cost plus a fixed payment of **\$16,150.00** total amount not-to-exceed **\$127,600.00** for consultant services which provides an increase to the fixed payment of **\$7,890.00** and a not-to-exceed increase of **\$62,400.00**.

Attachments:

D – D3 – Amendment to Special Services Estimate of Costs

ATTACHMENT D
AMENDMENT TO UIN-4754, REHABILITATE & RECONSTRUCT
RUNWAY 4/22; REMOVE RUNWAY 18/36; REALIGN TAXIWAY B
Special Services
REPACKAGE BID DOCUMENTS FOR REHABILITATE RWY 22
Estimate of Costs

<u>Category</u>	<u>Amount</u>
1. <u>Direct Salary Costs</u> (See Attachment D-1)	<u>\$20,375.33</u>
2. <u>Overhead on Labor</u> (56.35%)	<u>\$11,481.50</u>
3. <u>General and Administrative Overhead</u> (110.87%)	<u>\$22,590.13</u>
4. <u>Direct Nonsalary Expenses</u>	
Materials and Supplies	<u>\$0.00</u>
Transportation	<u>\$0.00</u>
Printing	<u>\$0.00</u>
Testing	<u>\$0.00</u>
Other Costs (Outside Services)	<u>\$0.00</u>
Other Costs (Excluding Outside Services)	<u>\$0.00</u>
5. <u>Fixed Payment</u>	<u>\$7,890.00</u>
6. <u>Per Diem</u>	<u>\$0.00</u>
7. <u>Outside Services</u>	<u>\$0.00</u>
Estimate of Total Costs	<u>\$62,336.96</u>
Total Amendment Amount Not to Exceed	<u><u>\$62,400.00</u></u>



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

To: City Council & Administration

City Council Meeting

June

13, 2022

Contract with Klingner & Associates PC for Construction Inspection

This contract with Klingner & Associates is to provide construction inspection services for various projects in Quincy. It also allows us to use them for surveys and minor design work such as plan revisions. This contract is on a work order basis & fees are charged hourly. This contract is the same as the previous contracts for this type of work provided by Klingners.

Maximum fees are \$499,483.00.

Currently we have 2 City inspectors covering 4 projects (Monroe 16th to 18th ; PCC Patching @ various locations; North 12th Seminary to Kochs Ln; and 2021 Sidewalk Improvements). Klingners is currently providing inspection at 3 projects (Payson - 16th to 20th; South 9th – Harrison to Jackson; and North 2nd –Spring to College)

.



Local Public Agency Engineering Services Agreement



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Quincy	Adams	N/A	n/a
Project Number	Contact Name	Phone Number	Email
MR637B	Steve Bange	(217) 228-4527	sbange@quincyl.govq

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Varies			
Location Termini			Add Location
Varies			Remove Location

Project Description

Provide Construction inspection services to assist the City of Quincy to implement various Capital, Water, and Sewer improvements on a work order basis. Some survey and design services may also be requested.

Engineering Funding MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Klingner & Associates, P.C.	Eric Barnes	(217) 223-3670	ebb@klingner.com
Address	City	State	Zip Code
616 North 24th Street	Quincy	IL	62301

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Estimate of Consultant Services Worksheets (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as

determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Percent
- Lump Sum
- Specific Rate

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data

if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq).
- 11. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Klingner & Associates, P.C.	37-1179355	\$499,483.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		\$499,483.00
Total for all work		\$499,483.00

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type

Name of Local Public Agency

Attest:

The

City

of

Quincy

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Title

Quincy

City

Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Klingner & Associates, P.C.

By (Signature & Date)

By (Signature & Date)

[Redacted Signature] 05-02-2022

[Redacted Signature] 5/02/22

Chief Operating Officer (COO)

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

[Redacted Signature]

Quincy

Adams

N/A

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Furnish or cause to be furnished: A resident construction supervisor, inspectors, and other technical personnel to perform the following work: (The number of such inspectors and other technical personnel required shall be subject to the approval of the LA.):
 - a) Continuous observation of the work and the contractor's operations for compliance with the plans and specifications as construction proceeds, but the ENGINEER does not guarantee the performance of the contract by the contractor.
 - b) Establishment and setting of lines and grades.
 - c) Maintain a daily record of the contractor's activities throughout including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
 - d) Supervision of inspectors, proportioning engineers and other technical personnel and the taking and submitting of material samples.
 - e) Revision of contract drawings to reflect as-built conditions.
 - f) Preparation and submission to the LA in the required form and number of copies, all partial and final payment estimates, change orders, records and reports required by the LA.
2. Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines approved by the LPA. The contract plans, special provisions, and detailed estimate of cost shall be furnished in electronic format to the LPA.
3. Make such detailed surveys as are necessary for the planning and design of the PROJECT.

Local Public Agency

County

Section Number

Quincy

Adams

N/A

**EXHIBIT B
PROJECT SCHEDULE**

Local Public Agency

County

Section Number

Quincy

Adams

N/A

**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2000	\$0.58	\$1,170.00
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input checked="" type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$6,500.00	\$6,500.00
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$7,670.00

Local Public Agency	County	Section Number
Quincy	Adams	N/A

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
-			
	Add		
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>



EXHIBIT E
 COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency Quincy	County Adams	Section Number MR637B
Consultant (Firm) Name Klingner & Associates, P.C.	Prepared By Eric Barnes, P.E.	Date 5/2/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	18	MONTHS	OVERHEAD RATE	199.32%
START DATE	9/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

9

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

Quincy	Adams	MR637B
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PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	1.50%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
A2	\$25.71	\$26.10
A3	\$38.79	\$39.37
A4	\$38.00	\$38.57
C2	\$20.96	\$21.27
C3	\$25.52	\$25.90
C4	\$31.50	\$31.97
P1	\$28.49	\$28.92
P2	\$33.24	\$33.74
P3	\$38.74	\$39.32
P4	\$39.19	\$39.78
P5	\$46.27	\$46.96
P6	\$54.38	\$55.20
P7	\$71.22	\$72.29
P8	\$77.21	\$78.37
T1	\$20.00	\$20.30
T2	\$21.69	\$22.02
T3	\$23.17	\$23.52
T4	\$28.00	\$28.42
T5	\$30.92	\$31.38
T6	\$38.92	\$39.50

Local Public Agency

Quincy

County

Adams

Section Number

MR637B

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

OVERHEAD RATE **199.32%**

COMPLEXITY FACTOR **0.00%**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Services	4700	145,102	289,218	7,670	47,884		489,874	98.08%
Administration	40	2,892	5,763		954		9,609	1.92%
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	4740	147,994	294,981	7,670	48,838	-	499,483	100.00%

442,975

Local Public Agency

Quincy

County

Adams

Section Number

MR637B

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET

1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Services			Administration											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
A2	26.10	0.0																	
A3	39.37	0.0																	
A4	38.57	0.0																	
C2	21.27	0.0																	
C3	25.90	0.0																	
C4	31.97	0.0																	
P1	28.92	1,600.0	33.76%	9.76	1600	34.04%	9.84												
P2	33.74	1,600.0	33.76%	11.39	1600	34.04%	11.49												
P3	39.32	0.0																	
P4	39.78	0.0																	
P5	46.96	0.0																	
P6	55.20	0.0																	
P7	72.29	40.0	0.84%	0.61				40	100.00%	72.29									
P8	78.37	0.0																	
T1	20.30	0.0																	
T2	22.02	0.0																	
T3	23.52	0.0																	
T4	28.42	750.0	15.82%	4.50	750	15.96%	4.54												
T5	31.38	750.0	15.82%	4.97	750	15.96%	5.01												
T6	39.50	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		4740.0	100%	\$31.22	4700.0	100.00%	\$30.87	40.0	100%	\$72.29	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

RESOLUTION

WHEREAS, the Engineering Department requires the services of an engineering firm to oversee road construction and infrastructure improvement projects; and,

WHEREAS, Klingner and Associates of Quincy has agreed to provide the construction inspection and engineering services for an amount not exceeding \$499,483.00; and,

WHEREAS, funding for this service is available in the 2022/20203 fiscal year Capital Fund budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Central Services Committee recommend to the Mayor and Quincy City Council that the City enter into a contract with Klingner and Associates of Quincy, Illinois for construction inspection and engineering services and that the Mayor be authorized to sign necessary contract documents on behalf of the City of Quincy.

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

June 13, 2022



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

To: City Council & Administration

City Council Meeting

June

13, 2022

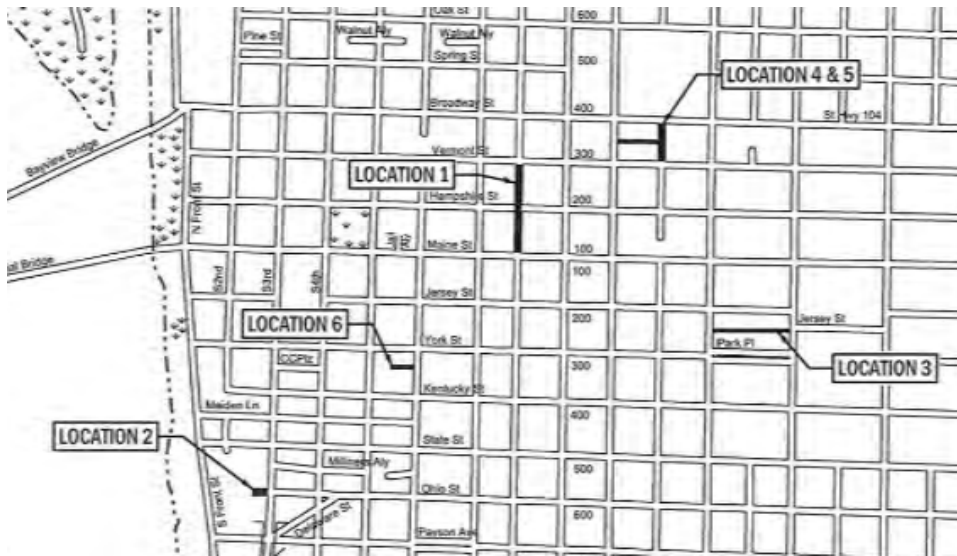
Bids for “2022 – 7th Ward Capital Improvements” (MR 658)

Bids were opened on 5/11/2022 for the “2022 – 7th Ward Capital Improvements” project. 3 bids were received.

This project includes work at 6 locations in the 7th Ward:

1. North 8th from Maine to Vermont
- Repair of the existing concrete curb at various locations.
2. 3rd & Ohio
- Installation of additional gutter and rip rap to address storm water drainage issues at the NE corner of the intersection.
3. Alley from S. 12th to S.14th between Park Place and Jersey
- Replacement of the deteriorated pavement with new PCC pavement.
4. Alley from N. 10th to N. 11th between Vermont & Broadway
- Replacement of the deteriorated pavement with new PCC pavement.
5. North 11th from Vermont to Broadway
- Resurfacing and ADA improvements.
6. Alley from S.5th to S. 6th between Kentucky and York St.
-Replacement of the deteriorated pavement & additional gutter to address erosion problems on the south side of the alley.
- Option A – Asphalt Pavement
- Option B – PCC Pavement

Central Services recommended going with Option B (PCC Concrete).



The 3 bids were as follows:

Rees Construction:	Option A	\$ 672,680.65
Option	B	\$ 687,227.65
Million Construction	Option A	\$ 757,407.00
	Option B	\$ 767,849.00
Laverdiere Construction	Option A	\$ 681,279.60
	Option B	\$ 691,931.30
<hr/>		
Engineer's Estimate: Option	A	\$ 659,644.00
Option	B	\$ 661,549.00

The low bid from Rees is 2% over the estimate for Option A (asphalt) and 4% over for Option B (PCC).

City of Quincy

Tabulation of Bids

Project: MR 658
 Description: 2022 - 7th WARD CAPITAL IMPROVEMENTS
 Date: 05/11/22
 Time: 11:00 AM
 Bid Estimate:

\$659,644.00 BASE BID + OPTION A
 \$661,549.00 BASE BID + OPTION B

Name of Bidder:	Rees Construction	Million Construction	Laverdiere Construction
Address of Bidder:	517 Kentucky PO Box 645 Quincy, IL 62306	3626 South 46 th Quincy, IL 62305	4055 West Jackson St. Macomb, IL 61455

Item No.	Description	Units	Quantity	Engineers Estimate		Rees Construction		Million Construction		Laverdiere Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
A7	AGGREGATE BASE COURSE, TYPE A 8" (OPTION A)	SQ YD	356	\$25.00	\$8,900.00	\$12.00	\$4,272.00	\$20.00	\$7,120.00	\$16.00	\$5,696.00
A10	BITUMINOUS MATERIALS (TACK COAT) (OPTION A)	POUND	60	\$50.00	\$3,000.00	\$8.40	\$504.00	\$8.00	\$480.00	\$9.00	\$540.00
A13	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50 (OPTION A)	TON	30	\$160.00	\$4,800.00	\$215.25	\$6,457.50	\$205.00	\$6,150.00	\$242.00	\$7,260.00
A14	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50 (OPTION A)	TON	30	\$170.00	\$5,100.00	\$215.25	\$6,457.50	\$205.00	\$6,150.00	\$242.00	\$7,260.00
SUBTOTAL (OPTION A)					\$21,800.00		\$17,691.00		\$19,900.00		\$20,756.00
B5	AGGREGATE BASE COURSE, TYPE A 4" (OPTION B)	SQ YD	356	\$10.00	\$3,560.00	\$12.00	\$4,272.00	\$12.00	\$4,272.00	\$11.00	\$3,916.00
B18	PORTLAND CEMENT CONCRETE PAVEMENT 8" (OPTION B)	SQ YD	237	\$85.00	\$20,145.00	\$118.00	\$27,966.00	\$110.00	\$26,070.00	\$116.00	\$27,492.00
SUBTOTAL (OPTION B)					\$23,705.00		\$32,238.00		\$30,342.00		\$31,408.00
1	TRENCH BACKFILL	CU YD	5	\$70.00	\$350.00	\$105.00	\$525.00	\$55.00	\$275.00	\$53.00	\$265.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	356	\$2.00	\$712.00	\$5.50	\$1,958.00	\$3.50	\$1,246.00	\$3.00	\$1,068.00
3	STONE DUMPED RIPRAP, CLASS B3	TON	50	\$60.00	\$3,000.00	\$94.00	\$4,700.00	\$60.00	\$3,000.00	\$70.00	\$3,500.00
4	FILTER FABRIC	SQ YD	92	\$10.00	\$920.00	\$6.00	\$552.00	\$4.00	\$368.00	\$3.00	\$276.00
5	AGGREGATE BASE COURSE, TYPE A 4"	SQ YD	2410	\$10.00	\$24,100.00	\$10.00	\$24,100.00	\$12.00	\$28,920.00	\$11.00	\$26,510.00
6	AGGREGATE BASE COURSE, TYPE A 6"	SQ YD	104	\$14.00	\$1,456.00	\$17.00	\$1,768.00	\$18.00	\$1,872.00	\$14.00	\$1,456.00
8	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	202	\$10.00	\$2,020.00	\$10.00	\$2,020.00	\$14.00	\$2,828.00	\$12.00	\$2,424.00
9	AGGREGATE SURFACE COURSE, TYPE A 8"	SQ YD	49	\$20.00	\$980.00	\$25.00	\$1,225.00	\$20.00	\$980.00	\$16.00	\$784.00
10	BITUMINOUS MATERIALS (TACK COAT)	POUND	1020	\$10.00	\$10,200.00	\$2.42	\$2,468.40	\$2.30	\$2,346.00	\$3.00	\$3,060.00
11	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	93	\$50.00	\$4,650.00	\$42.00	\$3,906.00	\$40.00	\$3,720.00	\$47.00	\$4,371.00
12	HOT-MIX ASPHALT BINDER COURSE, IL-9.5FG, N50	TON	106	\$160.00	\$16,960.00	\$183.75	\$19,477.50	\$175.00	\$18,550.00	\$207.00	\$21,942.00
15	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, MIX "C", N50	TON	127	\$170.00	\$21,590.00	\$194.25	\$24,669.75	\$185.00	\$23,495.00	\$219.00	\$27,813.00
16	INCIDENTAL HOT-MIX ASPHALT SURFACING	TON	35	\$300.00	\$10,500.00	\$367.50	\$12,862.50	\$350.00	\$12,250.00	\$414.00	\$14,490.00
17	PORTLAND CEMENT CONCRETE PAVEMENT 7"	SQ YD	2410	\$85.00	\$204,850.00	\$106.00	\$255,460.00	\$110.00	\$265,100.00	\$83.00	\$200,030.00
19	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	17	\$80.00	\$1,360.00	\$125.00	\$2,125.00	\$100.00	\$1,700.00	\$121.00	\$2,057.00
20	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	185	\$90.00	\$16,650.00	\$120.00	\$22,200.00	\$110.00	\$20,350.00	\$125.00	\$23,125.00
21	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	1688	\$20.00	\$33,760.00	\$12.00	\$20,256.00	\$12.00	\$20,256.00	\$19.00	\$32,072.00
22	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	847	\$24.00	\$20,328.00	\$18.00	\$15,246.00	\$15.00	\$12,705.00	\$22.00	\$18,634.00
23	DETECTABLE WARNINGS	SQ FT	42	\$60.00	\$2,520.00	\$60.00	\$2,520.00	\$55.00	\$2,310.00	\$61.00	\$2,562.00
24	PAVEMENT REMOVAL	SQ YD	2554	\$10.00	\$25,540.00	\$22.00	\$56,188.00	\$14.00	\$35,756.00	\$18.00	\$45,972.00
25	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	SQ YD	1510	\$20.00	\$30,200.00	\$15.75	\$23,782.50	\$15.00	\$22,650.00	\$18.00	\$27,180.00
26	DRIVEWAY PAVEMENT REMOVAL	SQ YD	89	\$12.00	\$1,068.00	\$18.00	\$1,602.00	\$15.00	\$1,335.00	\$15.00	\$1,335.00
27	SIDEWALK REMOVAL	SQ FT	2516	\$5.00	\$12,580.00	\$2.50	\$6,290.00	\$2.50	\$6,290.00	\$3.00	\$7,548.00
28	SEEDING, SPECIAL	L SUM	1	\$4,000.00	\$4,000.00	\$7,800.00	\$7,800.00	\$4,685.00	\$4,685.00	\$8,853.00	\$8,853.00
29	SIDEWALK REMOVAL (SPECIAL)	SQ FT	410	\$6.00	\$2,460.00	\$6.00	\$2,460.00	\$3.00	\$1,230.00	\$8.00	\$3,280.00
30	STORM SEWERS, CLASS B, TYPE 2 18"	FOOT	8	\$100.00	\$800.00	\$96.00	\$768.00	\$225.00	\$1,800.00	\$229.00	\$1,832.00
31	PIPE DRAINS 8"	FOOT	18	\$60.00	\$1,080.00	\$55.00	\$990.00	\$95.00	\$1,710.00	\$81.00	\$1,458.00
32	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$4,500.00	\$9,000.00	\$1,000.00	\$2,000.00	\$8,500.00	\$17,000.00	\$5,276.00	\$10,552.00
33	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	EACH	2	\$3,600.00	\$7,200.00	\$4,300.00	\$8,600.00	\$5,500.00	\$11,000.00	\$3,922.00	\$7,844.00
34	INLETS, SPECIAL, TYPE E, DOUBLE 4' X 4'	EACH	1	\$9,000.00	\$9,000.00	\$7,100.00	\$7,100.00	\$8,000.00	\$8,000.00	\$8,363.00	\$8,363.00
35	MANHOLES TO BE ADJUSTED	EACH	1	\$500.00	\$500.00	\$900.00	\$900.00	\$500.00	\$500.00	\$996.00	\$996.00
36	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	3	\$800.00	\$2,400.00	\$1,300.00	\$3,900.00	\$750.00	\$2,250.00	\$1,468.00	\$4,404.00
38	REMOVING INLETS	EACH	3	\$400.00	\$1,200.00	\$800.00	\$2,400.00	\$750.00	\$2,250.00	\$725.00	\$2,175.00
39	CLASS SI CONCRETE (OUTLET)	CU YD	7.6	\$300.00	\$2,280.00	\$975.00	\$7,410.00	\$550.00	\$4,180.00	\$1,591.00	\$12,091.60
40	CONCRETE CURB, TYPE B	FOOT	36	\$60.00	\$2,160.00	\$66.00	\$2,376.00	\$95.00	\$3,420.00	\$66.00	\$2,376.00
41	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (ABUTTING EXISTING PAVEMENT)	FOOT	48	\$90.00	\$4,320.00	\$68.00	\$3,264.00	\$90.00	\$4,320.00	\$78.00	\$3,744.00

Sheet1

42	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (ABUTTING EXISTING PAVEMENT)	FOOT	74	\$100.00	\$7,400.00	\$74.00	\$5,476.00	\$95.00	\$7,030.00	\$79.00	\$5,846.00
43	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (MODIFIED)	FOOT	19	\$100.00	\$1,900.00	\$76.00	\$1,444.00	\$95.00	\$1,805.00	\$100.00	\$1,900.00
44	CONCRETE GUTTER, TYPE B (SPECIAL)	FOOT	140	\$85.00	\$11,900.00	\$68.00	\$9,520.00	\$95.00	\$13,300.00	\$79.00	\$11,060.00
45	CURB REMOVAL AND REPLACEMENT	FOOT	600	\$110.00	\$66,000.00	\$60.00	\$36,000.00	\$125.00	\$75,000.00	\$97.00	\$58,200.00
46	TRAFFIC CONTROL AND PROTECTION, LOCATION 1	EACH	1	\$5,000.00	\$5,000.00	\$2,550.00	\$2,550.00	\$7,500.00	\$7,500.00	\$2,739.00	\$2,739.00
47	TRAFFIC CONTROL AND PROTECTION, LOCATION 2	EACH	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,411.00	\$2,411.00
48	TRAFFIC CONTROL AND PROTECTION, LOCATION 3	EACH	1	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,984.00	\$1,984.00
49	TRAFFIC CONTROL AND PROTECTION, LOCATION 4 & 5	EACH	1	\$7,000.00	\$7,000.00	\$5,650.00	\$5,650.00	\$8,500.00	\$8,500.00	\$6,441.00	\$6,441.00
50	TRAFFIC CONTROL AND PROTECTION, LOCATION 6	EACH	1	\$5,000.00	\$5,000.00	\$2,025.00	\$2,025.00	\$2,500.00	\$2,500.00	\$2,575.00	\$2,575.00
51	TRENCH DRAIN	EACH	1	\$2,000.00	\$2,000.00	\$3,850.00	\$3,850.00	\$8,500.00	\$8,500.00	\$7,787.00	\$7,787.00
52	MOBILIZATION	L SUM	1	\$15,000.00	\$15,000.00	\$18,250.00	\$18,250.00	\$35,000.00	\$35,000.00	\$9,374.00	\$9,374.00
53	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1	\$5,000.00	\$5,000.00	\$4,725.00	\$4,725.00	\$15,000.00	\$15,000.00	\$8,174.00	\$8,174.00
54	EARTH EXCAVATION	CU YD	80	\$40.00	\$3,200.00	\$36.00	\$2,880.00	\$20.00	\$1,600.00	\$23.00	\$1,840.00
55	AGGREGATE SUBGRADE IMPROVEMENT	TON	75	\$50.00	\$3,750.00	\$50.00	\$3,750.00	\$35.00	\$2,625.00	\$50.00	\$3,750.00
SUBTOTAL (BASE BID)					\$637,844.00		\$654,989.65		\$737,507.00		\$660,523.60
TOTAL (BASE BID + OPTION A)							\$672,680.65		\$757,407.00		\$681,279.60
TOTAL (BASE BID + OPTION B)							\$687,227.65		\$767,849.00		\$691,931.60



RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for the 7th Ward Capital Improvements Project which includes the replacement of deteriorating pavement, installation of guttering, curb repairs, and drainage improvements at six (6) locations throughout the 7th Ward; and,

WHEREAS, the following bids were received:

Million Construction Quincy, Illinois	\$767,849.00
Laverdiere Construction, Inc. Macomb, Illinois	\$691,931.30
Rees Construction Company Quincy, Illinois	\$687,227.65
Engineer's Estimate	\$661,549.00

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

WHEREAS, funding for this project will be available in the 2022/2023 Capital 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 this project.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and Central Services Committee recommend to the Mayor and Quincy City Council that the low bid from Rees Construction Company of Quincy, Illinois in the amount of \$687,227.65 be accepted and the Mayor be authorized to sign necessary contract documents.

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

June 13, 2022

RESOLUTION

WHEREAS, the Department of Central Services requested sealed, competitive bids for the annual purchase of oils and fluids required for the maintenance of its vehicles; and,

WHEREAS, the following bids were received:

Valley Distribution West Burlington, Iowa	\$151,382.89
Energy Petroleum Quincy, Illinois	\$ 93,386.30
Prairieland FS, Inc. Paloma, Illinois	\$ 83,339.90

WHEREAS, the Central Services Director has reviewed the bids and finds them to be acceptable; and,

WHEREAS, funding for the purchase of these materials is available in the 2022/2023 Central Garage Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, the Central Services Director and Central Services Committee recommend to the Mayor and Quincy City Council that the bid from Prairieland FS of Paloma, Illinois in the amount of \$83,339.90 be accepted.

Kevin McClean
Director of Central Services

June 13, 2022



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

MEMORANDUM

TO: Mayor and City Council
FROM: Sheri Ray
DATE: June 10, 2022
SUBJECT: Supplemental Budget Ordinance - Revised

Please find attached a REVISION to the Supplemental Budget Ordinance that was presented for First Reading at the June 6, 2022 Council Meeting. The need for this supplemental was discussed at the May 23, 2022 Finance Committee Meeting. The initial supplemental only showed the Cash Reserve Fund and Self Insurance Fund. This revision now has several other additions to accommodate either budget omissions or re-appropriations.

Cash Reserve Fund #011

The Cash Reserve Fund has an available fund balance of \$4 million. This supplemental will appropriate \$506,000 for Non-Departmental Disbursements. This covers the expenditure made to Coveware.

Self Insurance Fund #611

The Self Insurance fund has budgeted a 4/30/2023 un-appropriated fund balance of \$1.63 million. This fund balance may be used to increase the annual budget. The costs related to the Cyber incident are being processed through the City's liability insurance. Because both the Quincy Public Library and City of Quincy were affected and have separate insurance policies, the total cost and reimbursements are only estimates at this time. This supplemental will allow for additional \$500,000 for cyber related expenditures, as well as anticipated reimbursement of \$250,000.

Lastly, the Self Insurance Fund was adopted with a 23% reduction in salary and benefits due to a reduction in full-time positions from 3.5 to 3.0. However, there was an omission for some salary changes. This supplemental would increase the total salary and benefits from \$257,876 to \$277,510, which is still nearly \$56,000 less than the FYE 2022 salary/benefit budget of \$333,493.

NEW ADDITIONS:

Economic Growth Fund #213

The Economic Growth Fund has encumbrances of \$14,425 at fiscal year-end that were not re-appropriated in the adopted budget. This increase is the "Bet on Q" awards granted in FYE 2022 but not paid out until FYE 2023.

IHDA Grant Fund #253

The IHDA Grant Fund was awarded two separate Small Community Grants. The first grant which was awarded in FYE 2022 had a remaining unspent balance of \$33,000 at fiscal year-end that was not re-appropriated in the adopted budget. This will be used to increase the Demolitions line item.



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

General Fund #001

The General Fund has a reduction in Non-Departmental Disbursements that is being re-appropriated to other General Fund divisions or distributed to other funds to accommodate salary changes. The other funds are Planning and Development, Garbage, and Recycle.

Transit #250

The Transit Fund has fleet expense excess to cover accommodate salary changes.

If you have any questions, please let me know.

CC: Lonnie Dunn, Corporation Counsel
City Clerk Laura Oakman
Jeff Mays, Director of Admin Services
Carrie Potter, Director of Human Resources
Chuck Bevelheimer, Director of Planning & Development
Jeffrey Conte, Director of Utilities and Engineering

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2022-2023 FISCAL YEAR BUDGET

WHEREAS, the City Council of the City of Quincy, Adams County, Illinois, hereinbefore adopted Ordinance No. 22-11, an annual budget for general corporate and special corporate purposes for the City of Quincy for the fiscal year beginning May 1, 2022 and ending April 30, 2023; and

WHEREAS, the City Council has determined that expenditures, as set forth in said ordinance for certain operations, acquisitions, and projects within and for the various departments of the City will exceed the amounts provided in said ordinance and which expenditure will increase the total annual budget; and,

WHEREAS, there exists certain revenues, not included in the annual budget, which are available for expenditure by the City; and,

WHEREAS, Section 43.18 (Annual budget-Council transfers, revisions, or amendments) of the Quincy City Code reserved to the City Council the authority to amend the annual budget to increase the budget (upon a two-thirds vote of the Council) provided funds are available for said increase; and,

WHEREAS, there are several funds that have unbudgeted fund balance available to be appropriated for necessary expenses; and,

WHEREAS, the Cash Reserve Funds will be used to increase the Cash Reserve Fund budget for Non-departmental disbursements related to the cyber incident; and,

WHEREAS, the Self Insurance Funds will be used to increase expenses for the remediation of the cyber incident and increase salaries/benefits which were not reflected with the head count reduction; and,

WHEREAS, the Economic Growth Fund and IHDA Grant Fund needs to re-appropriate prior year encumbrances which were omitted from the adopted budget; and,

WHEREAS, the General Fund needs to amend budget to accommodate salary adjustments; and

WHEREAS, the City is a home rule unit of local government under the Constitution of the State of Illinois, Article VII, Section 6 and this ordinance is adopted pursuant to said authority and the authority of Section 43.18 of the Quincy City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS, as follows:

1. That the annual operating budget set forth in Ordinance No. 22-11 of the City of Quincy, be and is hereby amended by authorizing the increase/decrease in revenues and expenditure as follows:

2. **Cash Reserve Fund #011**

Increase Expenditures using fund balance:

Non-Departmental Transfer (011-1301-491.62-00) \$ 506,000

Self Insurance Fund #611

Increased Revenue:

Misc Revenue/Reimbursements (611-0000-342-09.00) \$ 250,000

Increased Expenses:

Human Resources/Salaries (611-3810-411-401.11-01) \$ 17,248

Human Resources/Soc Sec Tax (611-3810-401.22-01) \$ 1,070

Human Resources/Medicare (611-3810-401.22-02) \$ 250

Human Resources/IMRF (611-3810-401.23-01) \$ 1,066

Premiums/Claims Other (611-3812-401.25-05) \$ 500,000

Economic Growth Fund #213

Increase Expenditures using fund balance:

Non-Dept Disbursement/Bet on Q (213-6313-408.62-90) \$ 14,425

IHDA Grant Fund #253

Increase Expenditures using fund balance:
 Construction Services/Demolitions (253-6312-408.37-01) \$ 81,000

General Fund #001

Decreased Expenses:

Non-Departmental Transfer/Other (001-1801-491-62-90) \$

Increased Expenses:

Transfers to Planning & Development (001-1801-491-62-02)	\$ 8,722
Transfers to Central Garage (001-1801-491-62-31)	\$ 6,772
Transfers to Garbage Fund (001-1801-491-62-63)	\$ 2,544
Transfers to Recycle Fund (001-1801-491-62-66)	\$ 2,545
Mayor/Salaries (001-1301-401.11-01)	\$ 2,496
Mayor/Soc Sec Tax (001-1301-401.22-01)	\$ 190
Mayor/IMRF (001-1301-401.23-01)	\$ 154
Treasurer/Salaries (001-1302-401.11-01)	\$ 407
Treasurer/Soc Sec Tax (001-1302-401.22-01)	\$ 33
Treasurer/IMRF (001-1302-401.23-01)	\$ 26
Comptroller/Salaries (001-1501-401.11-01)	\$ 3,753
Comptroller/Soc Sec Tax (001-1501-401.22-01)	\$ 288
Comptroller/IMRF (001-1501-401.23-01)	\$ 232
Police Civilian/Sick Pay buyback (001-2111-401.11-01)	\$ 6,664
Police Civilian/Health Insurance (001-2111-401.21-01)	\$ 10,033
Police Civilian/Soc Sec Tax (001-2111-401.22-01)	\$ 526
Police Civilian/IMRF (001-2111-401.23-01)	\$ 424
Police Civilian/Temporary Wages (001-2111-401.12-01)	\$ -13,000
Engineering/Salaries (001-3712-401.11-01)	\$ -3,831
Engineering/Sick Pay Buyback (001-3712-401.11-17)	\$ -2,295
Engineering/Health Insurance (001-3712-401.21-01)	\$ -1,797
Engineering/Social Sec Tax (001-3712-401.22-01)	\$ -469
Engineering/IMRF (001-3712-401.23-01)	\$ -379
Public Works-Admin/Salaries (001-3110-401.11-01)	\$ 62,500
Public Works-Admin/Health Insurance (001-3712-401.21-01)	\$ 7,087
Public Works-Admin/Social Sec Tax (001-3712-401.22-01)	\$ 4,423
Public Works-Admin/IMRF (001-3712-401.23-01)	\$ 3,573

Planning & Development Fund #201

Increased Revenues:

Transfers from GF (201-0000-391-01-01) \$ 8,722

Increased Expenses:

Comm Dev-Admin/Salaries (201-6310-408.11-01)	\$ 7,663
Comm Dev-Admin/Soc Sec Tax (201-6310-408.22-01)	\$ 475
Comm Dev-Admin/Medicare (201-6310-408.22-02)	\$ 111
Comm Dev-Admin/IMRF (201-6310-408.23-01)	\$ 473

Transit Fund #250

Decreased Expenses:

Transit Operations/Fleet Maint (250-3414-403.36-01) \$ -38,580

Increased Expenses:

Transit Admin/Salaries (250-3410-403.11-01)	\$ 5,891
Transit Admin/Soc Sec Tax (250-3410-403.22-01)	\$ 365

Transit Admin/Medicare (250-3410-403.22-02)	\$	85
Transit Admin/IMRF (250-3410-403.23-01)	\$	364
Transit Clerical/Salaries (250-3412-403.11-01)	\$	20,825
Transit Clerical/Health Insurance (250-3412-403.21-01)	\$	6,028
Transit Clerical/Soc Sec Tax (250-3412-403.22-01)	\$	1,593
Transit Clerical/IMRF (250-3412-403.23-01)	\$	1,287
Transit Maint Sup/Salaries (250-3415-403.11-01)	\$	1,881
Transit Maint Sup/Soc Sec Tax (250-3415-403.22-01)	\$	117
Transit Maint Sup/Medicare (250-3415-403.22-02)	\$	28
Transit Maint Sup/IMRF (250-3415-403.23-01)	\$	116

Central Garage Fund #601

Increased Revenue:

Transfers from GF (601-0000-391-01-01)	\$	6,772
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Increased Expenses:

Garage/Salaries (601-3115-403.11-01)	\$	5,882
Garage/Soc Sec Tax (601-3115-403.22-01)	\$	399
Garage/Medicare (601-3115-403.22-02)	\$	93
Garage/IMRF (601-3115-403.23-01)	\$	398

Garbage Fund #533

Increased Revenue:

Transfers from GF (533-0000-391-01-01)	\$	2,544
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Increased Expenses:

Garbage/Salaries (533-3113-403.11-01)	\$	2,279
Garbage/Soc Sec Tax (533-3113-403.22-01)	\$	147
Garage/IMRF (533-3113-403.23-01)	\$	118

Recycle Fund #534

Increased Revenue:

Transfers from GF (534-0000-391-01-01)	\$	2,545
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Increased Expenses:

Recycle/Salaries (534-3114-403.11-01)	\$	2,280
Recycle/Soc Sec Tax (534-3114-403.22-01)	\$	147
Recycle/IMRF (534-3114-403.23-01)	\$	118

3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in accordance with law.

ADOPTED _____

City Clerk

APPROVED _____

Mayor

Officially published in pamphlet form this _____ day of _____, 2022.

ORDINANCE NO.

**AN ORDINANCE GRANTING A
SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT**

WHEREAS, Seth Martin (Chicory Properties) did previously file a request for Approval of Conceptual Plan, Preliminary Plat and Final Plat with the City of Quincy, all in accordance with the Ordinances as provided; and,

WHEREAS, said Conceptual Plan and Preliminary and Final Plat have been approved by the City of Quincy, all in accordance with the Ordinances as provided; and,

WHEREAS, all requirements of Chapter 162 (Zoning Regulations) of the Municipal Code of the City of Quincy of 2015 have otherwise been complied with.

NOW, THEREFORE, pursuant to Chapter 162 of the Municipal Code of the City of Quincy of 2015, be it ordained by the Mayor and City Council for the City of Quincy, Adams County, Illinois, that a Special Permit for a Planned Development be and hereby is issued as follows:

SECTION 1. Legal Description: **P.I.N.:** 23-5-1336-000-00

Lot 4, except the East 25 feet thereof, in Block 17 of Alstynne's Addition to the City of Quincy, commonly known as 1301 College Avenue.

SECTION 2. Uses: to renovate an existing single-family residential unit (1301 College Avenue), which is located in a single-family residential zoning district, for use as a two-family residential unit (duplex).

SECTION 3: Conditions: The petitioner must apply for and receive the proper permits for the project, including, but not limited to, electrical and plumbing permits. A licensed electrician and a licensed plumber must be hired to perform the electrical and plumbing work as required by City Code. Failure to comply will result in the Special Permit for Planned Development being deemed null and void.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Officially published in pamphlet form this day of , 2022.

ORDINANCE NO. ____

**AN ORDINANCE AMENDING THE DISTRICT MAP
WHICH IS MADE A PART OF SECTION 162.002 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 the district map, which is made a part of Section 162.002 of the Municipal Code of the City of Quincy of 2015, be and hereby is amended to change the present R1C (Single Family Residential) Zoning District to the C2 (Commercial) Zoning District for the following properties:

A part of Lot 66 in Moulton's Addition to the City of Quincy, more particularly bounded and described as follows: Beginning at a point on the South line of said Lot 270 feet West of the Southeast corner thereof, running thence West 40 feet, thence North to the North line of said Lot, thence East 40 feet and thence South to the place of beginning (LOT 66 MOULTON SURVEY W 40FT OF E 310FT LOT 66)

P.I.N.: 23-5-2149-000-00 (commonly known as 2009 Broadway Street, Quincy, IL 62301)

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 , 2022.

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, June 6, 2022

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

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Rein, Reis, Maples, Uzelac, Holtschlag. 13.

Absent: Ald. Mast. 1.

Ald. Entrup moved Ald. Mast be allowed the usual compensation for this meeting. Motion carried.

The minutes of the regular meeting of the City Council held May 31, 2022, were approved as printed on a motion of Ald. Bergman. Motion carried.

Corporation Counsel: Lonnie Dunn.

PUBLIC FORUM

There was no one present to speak.

The City Clerk presented and read the following:

MONTHLY REPORTS

The monthly reports of the City Clerk and the City Treasurer for the month of May, 2022, and the Street Cleaning Department, the Recycling Division, the Sign & Paint Department and the City Forestry Department for the month of April, 2022, were ordered received and filed on a motion of Ald. Farha. Motion carried.

ANNUAL REPORT

The annual report for the Quincy Transit Lines for FY 2021-2022 was ordered received and filed on a motion of Ald. Bauer. Motion carried.

REPORTS OF THE PLAN COMMISSION

Recommending approval to rezone 2009 Broadway Street from R1C (Single-Family Residential) to C2 (Commercial) for continued use as a parking lot, as requested.

Ald. Sassen moved the report be received and concurred in and an ordinance drafted. Motion carried.

Recommending denial of an amendment to a Special Permit for Planned Development (Ordinance 93-51) for property located at 1537 North 24th Street (formerly 2304 Locust Street) to increase the number of overhead doors allowed from four to six and to replace the phrase "body shop" with the phrase "general auto repair."

Requests to Speak

Rules Suspended

Ald. Freiburg moved the rules be suspended at this time to hear from speakers. Motion carried.

Gerald Huner asked the council to uphold the decision and enforce ordinance 93-51.

Kathleen Huner hopes the council votes with the Plan Commission.

Lonnie Schuyler stated that he thought they had a green light to proceed.

Ben Sheedy stated he attempted to reason with the Huner's with a new fence and landscaping.

Tony Baxter that 12' was given to the neighbors and Shottenkirk maintains that area.

Chris Scholz asked the council to listen to both sides and a blatant disregard is not here.

Paul Westerhoff stated he was told by Michael Seaver that a building permit was not needed for any interior work..

Ald. Freiburg moved the rules be resumed. Motion carried.

Ald. Freiburg moved the report be received and concurred in and on a roll call vote the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Mays, Freiburg, Farha, Sassen, Rein, Reis, Maples, Uzelac, Holtschlag. 12. Abstain: Ald. Bauer. 1. Absent: Ald. Mast. 1. Motion carried.

MAYOR'S APPOINTMENT

By Mayor Michael A. Troup making the appointment of Todd Moore to the Zoning Board of Appeals for a one-year term expiring July 31, 2023.

Ald. Reis moved the appointment be confirmed. Motion carried.

RESOLUTION

WHEREAS, the City of Quincy is required by a March 1996 United States District Court order to participate in the maintenance of the closed Quincy Municipal Landfills 2 & 3; and,

WHEREAS, the Adams County Quincy Landfills 2 & 3 Superfund Steering Committee has requested payment from the bodies required to participate in the maintenance of this site pursuant to the Quincy Landfill RD/RA Site Participation Agreement; and,

WHEREAS, funding for this obligation is available in the 2022/2023 fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that authority be given to issue payment to the Quincy Landfills 2 & 3 Superfund in the amount of \$76,000.00.

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

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for the Phase 3 Water Supply Improvement Project which includes the demolition of the existing Water Treatment Plant pump station and construction of a new pump station out of the flood plain; and,

WHEREAS, the following bids were received:

L. Keeley Construction St. Louis, Missouri	\$12,820,000.00
Leander Construction Canton, Illinois	\$12,816,000.00
Williams Brothers Construction Peoria, Illinois	\$12,470,000.00
Engineer's Estimate	\$ 8,260,000.00

WHEREAS, the Director of Utilities and Engineering has reviewed the bids and finds them acceptable for consideration.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the bids received for the Phase 3 Water Supply Improvement Project be rejected and the project be redesigned.

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

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering requested sealed competitive bids for the purchase of monosodium phosphate which is used for the treatment of drinking water at the Water Treatment Plant; and

WHEREAS, the following bids were received:

Shannon Chemical Corporation Malvern, PA	\$7,540.00 per ton
Carus Corporation Peru, IL	\$6,900.00 per ton

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

WHEREAS, funding for this purchase is available in the 2022/2023 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Carus Corporation of Peru, Illinois, for the purchase of monosodium phosphate at the cost of \$6,900.00 per ton be accepted.

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

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

RESOLUTION

WHEREAS, the City of Quincy owns the Waste Water Treatment Plant and is permitted by the Illinois Environmental Protection Agency to discharge treated municipal and industrial effluent and storm water; and,

WHEREAS, the permit requires the collection of composite samples of plant raw sewage and treated effluent three days per week; and,

WHEREAS, one of the automatic devices used for the collection of samples recently failed and requires replacement; and,

WHEREAS, the City requested quotes for a replacement sampler and the following quotes were received:

Hydro-Kinetics	
St. Louis, Missouri	\$8,708.00
USA Blue Book	
Gurnee, Illinois	\$8,977.25

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

WHEREAS, funding for this purchase is available in the 2022/2023 Sewer Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low quote from Hydro-Kinetics Corporation of St. Louis, Missouri, in the amount of \$8,708.00 be accepted.

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

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

RESOLUTION

WHEREAS, the chemical feed control panel at the Wisman Pump Station was damaged by lightning and required repair; and,

WHEREAS, the control panel was returned to the original manufacturer for the repair and replacement of damaged electronic components; and,

WHEREAS, the control panel has been repaired and an invoice received in the amount of \$15,720.00 for the repair of the equipment; and,

WHEREAS, funding for this repair is available in the 2022/2023 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Hydro-Kinetics Corporation of St. Louis, Missouri, in the amount of \$15,720.00 be approved for payment.

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

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

Governing Board Resolution

**This resolution authorizes the submittal of two (2) applications Dated July 29, 2022,
for a Public Transportation Capital Assistance Grant under the Illinois Department of
Transportation's general authority to make such grants**

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF QUINCY:

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of

Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of the City of Quincy.

Section 2. That the Mayor of the City of Quincy is hereby authorized and directed to sign and submit such application on behalf of the City of Quincy.

Section 3. That the Mayor of the City of Quincy is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That the Mayor of the City of Quincy is hereby authorized and directed to execute on behalf of the City of Quincy the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That the Mayor of the City of Quincy is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED and ADOPTED the 6th day of June, 2022.

Michael A. Troup
Mayor

ATTEST: Laura Oakman
City Clerk

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

RESOLUTION

WHEREAS, the Quincy Regional Training Facility hosted the Western Illinois University Firefighting Practicum; and,
WHEREAS, the event ran from March 20 – April 29, 2022; and,
WHEREAS, the event required that all students reside on the Quincy University campus during the event; and,
WHEREAS, the students were housed with meals provided by Quincy University; and,
WHEREAS, the total costs for the housing and meals provided by Quincy University combined was \$22,140.00; and,
WHEREAS, the 9 students each paid a lab fee in the amount of \$6,200 each for the course; and,
WHEREAS, the total lab fee of \$55,800 covers all of the costs associated with the class; and,
WHEREAS, the lab fee was deposited in the Quincy Regional Training Facility Enterprise Fund to cover the costs of the practicum; and,

NOW THEREFORE BE IT RESOLVED, that the Fire Aldermanic Committee and the Fire Chief recommend to the Mayor and City Council that the Fire Chief be authorized to pay the invoice in the amount of \$22,140.00 to Quincy University of Quincy.

Bernard Vahlkamp
Fire Chief

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

RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of maintaining the email system for use by all city departments; and,

WHEREAS, the City of Quincy currently utilizes in house Microsoft Exchange Servers for the email infrastructure; and,

WHEREAS, the current state of the Microsoft Exchange Servers is degraded; and,

WHEREAS, the Microsoft Office 365 Exchange Online solution provides more security and protection than the in house Microsoft Exchange server infrastructure; and,

WHEREAS, the repair process would be best accomplished migrating to the Microsoft Office 365 Exchange Online solution; now

THEREFORE BE IT RESOLVED, the Technology Committee and the IT Manager recommend to the Mayor and City Council that the proposal to purchase the necessary Microsoft Office 365 licenses and that the contract with Kroll to perform the migration be approved for an amount not to exceed \$150,000 for the remainder of Fiscal Year 2023.

Corey Dean
IT Manager

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

RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of maintaining the AS/400

computer system for use by all city departments; and,

WHEREAS, the financial and utility billing systems are maintained by Superior for the City of Quincy and the Quincy Public Library; and,

WHEREAS, Superior LLC, formally SunGard Public Sector, will provide software support services, yearly programming upgrades and make any changes mandated by state or federal regulations; and,

WHEREAS, funding has been appropriated in the current fiscal year budget; now

THEREFORE BE IT RESOLVED, the Technology Committee and the IT Manager recommend to the Mayor and City Council that the normal bidding requirements be waived and the quote from Superior, LLC in the amount of \$72,157.53 be accepted for the annual software services agreement.

Corey Dean
IT Manager

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

RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of maintaining the email system for use by all city departments; and,

WHEREAS, the City of Quincy currently utilizes appliance solutions from Barracuda Networks to provide security and archiving services; and,

WHEREAS, Barracuda Networks charges an annual maintenance contract which expires on 5/31/2022; and,

WHEREAS, funding has been appropriated in the current fiscal year budget; now

THEREFORE BE IT RESOLVED, the Technology Committee and the IT Manager recommend to the Mayor and City Council that the low quote of SHI International Corp. in the amount of \$9,048 be accepted for the annual maintenance contract renewal and migration to the cloud solution.

Corey Dean
IT Manager

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

RESOLUTION APPROVING USE OF GOV HR REPORT AS GUIDELINE AND SCALE FOR CITY ADMINISTRATION TO USE FOR NON-UNION EMPLOYEE REVIEWS

WHEREAS, the City Council of the City of Quincy requested a report on non-union employees duties and classifications compared to other similarly situated Illinois municipalities;

WHEREAS, the City of Quincy hired GOV HR to complete a report on non-union city employees duties and classification;

WHEREAS, the Personnel Committee has reviewed the GOV HR report and the job duties and classifications listed therein.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council that the City Administration use the GOV HR report as a guideline and scale for non-union employees in the City of Quincy regarding employee duties and classification.

Dated June 6, 2022

Michael A. Troup, Mayor
Laura Oakman, City Clerk

Ald. Uzelac moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on the roll call the following vote resulted: Yeas: Ald. Mays, Freiburg, Farha, Sassen, Rein, Maples, Uzelac, Holtschlag, Fletcher, Entrup. 10. Present: Ald. Reis, Bergman, Bauer. 3. Absent: Ald. Mast. 1. Motion carried.

ORDINANCE

Adoption of an Ordinance entitled: An Ordinance Amending Chapter 39 (Other Officials And Departments) Of The Municipal Code Of The City Of Quincy. (Creating a Director of Public Works.)

Ald. Holtschlag moved for the adoption of the ordinance, seconded by Ald. Entrup, and on the roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Sassen, Rein, Maples, Uzelac, Holtschlag. 11. Nay: Ald. Reis. 1. Present: Ald. Farha. Absent: Ald. Mast. 1.

The Chair, Mayor Michael A. Troup, declared the motion carried and the ordinance adopted.

ORDINANCE

First presentation of an ordinance entitled: An Ordinance Amending The 2022-2023 Fiscal Year Budget. (Appropriate \$506,000 for Non-Departmental Disbursements.)

ORDINANCE

First presentation of an ordinance entitled: An Ordinance Granting A Special Use Permit For A Planned Development. (1301 College Ave., renovate a single-family residence into a two-family residence (duplex)).

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, June 6, 2022

	Transfers	Expenditures	Payroll
City Hall.....		2,132.45	
Airport.....	276,000.00		
Central Garage.....	29,000.00		
Building Maintenance.....		1,328.74	
Comptroller.....		36.00	
Legal Department.....		1,278.75	
Police Department.....		1,093.15	
Fire Department.....		40,687.60	
Public Works.....		132.02	
Engineering.....		1,160.64	
GENERAL FUND SUBTOTAL	305,000.00	47,849.35	0.00
Planning and Devel.....		3,000.00	
911 Surcharge Fund.....		10,751.42	
Traffic Signal Fund.....		2,149.60	
Transit Fund.....		500.18	
Bridge Lighting Fund.....		127.14	
Capital Projects Fund.....		148,131.70	
Water EPA 2019 Proj Fund.....		484,267.87	
Sewer EPA 2019 Proj Fund.....		279,053.95	
2009 OLC G/O Bond Fund.....		3,700.00	
Water Fund.....		249,941.59	
Sewer Fund.....		108,449.22	
Quincy Regional Airport Fund.....		25,818.35	
Municipal Dock.....		2,212.78	
Regional Training Facility.....		936.95	
Garbage Fund.....		22.50	
Central Garage.....		3,727.01	
Self Insurance.....		9,668.17	
Health Insurance Fund.....		441,949.45	
BANK 01 TOTALS	305,000.00	1,822,257.23	0.00
2019B GO Street Proj.....		798,614.64	
ALL FUNDS TOTALS	305,000.00	2,620,871.87	0.00

Michael Farha
Jack Holtschlag
Anthony E. Sassen
Michael Rein
Richie Reis
Finance Committee

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

The City Council adjourned at 7:59 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
City Clerk



City of Quincy
Traffic Commission

City of Quincy - City Hall
730 Maine Street, Quincy Illinois
(217)228-4527

TRAFFIC COMMISSION AGENDA

June 13, 2022 | 6:00 p.m. | Conference Room 235

A meeting of the Traffic Commission will be held on Monday, June 13, 2022 at 6:00 p.m. in City Hall Conference Room #235.

1. Approval of Minutes

2. Public Comment (3 minute limit)

3. Old Business

- a) Alderman Bergman's referral to residential parking issues on Spring Street, 8th to 9th Streets;
- b) 1st Ward Aldermen request to stripe a bike lane on Koch's Lane from US Highway 24 east to North 24th Street;

4. New Business

- a) Alderman Bauer's referral to a "Child at Play" sign at 14th and Donlee;
- b) Engineering Department's request to study speeding on Lind Street, 12th to 16th Streets;

5. Late Referrals and Additions

6. Adjournment

Traffic Commission Meeting Minutes

5/9/2022

Members: Ed Holthaus, Jeffrey Conte, Interim Chief Adam Yates, Alderman Fletcher, Alderman Uzelac, Steve Bange, Jeff Mays, Chief Bernie Vahlkamp (arrived 6:20 PM)

Others: Mayor Mike Troup, Alderman Bauer, Alderman Bergman, Alderman Entrup, Chuck Bevelheimer, Jayne Fry

Meeting was called to order at 6:00 PM by Ed Holthaus.

1. Approval of Meeting Minutes

The minutes of the December 13, 2021, were approved as distributed.

Motion – Uzelac 2nd – Fletcher

2. Public Comment

None

3. Election of New Chairman.

Interim Chief Yates to be the chairman.

Motion – Uzelac 2nd – Fletcher

4.a) Alderman Entrup's referral to truck traffic on North 12th Street.

Alderman Entrup presented a request by business at 2100 N. 12th (Pinnacle Propane) to provide “Trucks Entering Highway” signs with flashing lights and clear the vegetation blocking the sight distance at the entrance on the east side of North 12th.

Steve Bange expressed concerns about the warning signs for the Bill Klingner Trail crossing overlapping the proposed signage.

Motion to request that Central Services clear all the brush east side of North 12th north and south of the entrance into 2100 North 12th.

Motion – Holthaus 2nd Conte

4.b) Alderman Bauer's referral to study parking on 2nd Street, Oak to College.

McNay trucking is having problems with their trucks turning right from Oak onto 2nd Street. Engineering met with McNay to discuss the construction expected to start in the middle of May. It was agreed that the City would provide a driveway at Oak Street up to the right of way. McNay would then complete the driveway on their property.

Table for 6 month to review the situation after construction is completed.

Motion – Uzelac 2nd – Conte

4.c) Alderman Bergman's referral to study residential parking issues on Spring street, 8th to 9th Street.

Alderman Uzelac requested that this item be moved to Old Business.

Jayne Fry said that Blessing has asked staff not to park on the street in this area. They are willing to work with the City decision on the matter.

Table for 1 month & have the Engineering Department set up a meeting with the residents to discuss the options for the street.

Motion – Conte 2nd Uzelac

5.a) Ed Holthaus requested that the Engineering Dept. evaluate the need for the traffic signals at the following intersections:

25th & Broadway
18th & Vermont
12th & Vermont
12th & Hampshire

Motion to conduct traffic counts at these intersections.

Motion – Holthaus 2nd – Uzelac

5.b) Aldermen Fletcher and Entrup met with the Friends of the Trails and are forwarding 2 requests.

First, to stripe a bike lane on both sides of Koch's Lane from US 24 east to 24th Street. Second, add a crosswalk across Bonansinga Drive between Bob Bangert and Parker Heights parks. Most members were in support of the crosswalk as long as there is a sidewalk or pathway on the west side of the road for the crosswalk to line up with.

Table for 1 month to allow Engineering to evaluate the Bike Lane striping on Kochs Lane and inform the Park District of the desire for the sidewalk on the west side of the road.

Motion – Fletcher 2nd – Conte

5.c) Alderman Uzelac asked that Engineering follows up with Central Services about the restricted parking at 7th & Maine.

6. Motion to adjourn @ 6:40 PM - Holthaus 2nd – Uzelac