# Council Meeting for July 5, 2022



#### CITY COUNCIL AGENDA July 5, 2022 Final Agenda 7:00 p.m.

Note: All items presented are subject to final action.

#### **PUBLIC FORUM**

#### **PETITION**

By the following organizations requesting permission to conduct a raffle and have the bond requirement waived: Quincy Notre Dame High School from August 1, 2022 through June 30, 2023; America Legion Post 37 from now until July 20<sup>th</sup>. The City Clerk recommends approval of the permits.

#### REPORTS OF THE PLAN COMMISSION

Recommending approval to subdivide 1122 Maas Road under the "small tracts" provision of the Subdivision Ordinance to establish two lots from one lot as requested.

Recommending approval to rezone 1621 South 24<sup>th</sup> Street from R1C (Single-Family Residential) to R2 (Two-Family Residential) to allow for the construction of a two-family residential unit (duplex).

#### **MONTHLY REPORTS**

#### **MAYORS APPOINTMENTS**

Re-appointing Cheryl Predmore 3 year term to the Library Board

Appointing Lena Jones 3 year term to the Library Board

#### **RESOLUTIONS**

The resolution from 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, was tabled for two weeks by Ald. Fletcher.

Transportation Director, Transportation Committee, Director of Administration and the Purchasing Director recommending approval to hire Gem City Ford to complete engine repairs to bus 601 in the amount of \$13,838.70.

Resolution authorizing demolition expenditures for 649 State Street. (Low bid from Blick's Construction in the amount of \$79,500.)

Fire Aldermanic Committee and the Fire Chief recommending approval to pay the invoice in the amount of \$9,986.33 to United Systems, Inc. for upgrading the current automatic fire alarm system at Central Station.

Chairman of the Fire Aldermanic Committee and the Fire Chief recommending approval to purchase the required fourteen sets of gear for the total amount of \$40,334.00 from AEC Fire Safety & Security, Inc.

Chief of Police, Mayor and Police Aldermanic Committee recommending approval to submit a grant application to ILEAS to be considered for an 836 Technologies CINT Commander II with the additional Satellite Package at no cost.

Technology Committee and the IT Manager recommending approval to enter into a 3 year agreement with Kroll for the Kroll Responder services for 325 endpoints at a cost of \$31,268.25.

#### **ORDINANCE**

#### First presentation of an ordinance:

An Ordinance Amending The 2022-2023 Fiscal Year Budget. (Increase expenses for the demolition of 649 State Street.)

#### REPORT OF FINANCE

CITY TOURISM AND MARKETING QUARTERLY REPORT



#### **Quincy Plan Commission**

Tuesday, June 28, 2022
7:00 p.m.
Quincy City Council Chambers
Quincy City Hall (1st Floor) – 730 Maine Street

#### **AGENDA**

- Call the Meeting to Order
- Approval of the minutes of the regular meeting of the Quincy Plan Commission on Tuesday, May 24, 2022.
- Declaration of Conflict
- Public Comment on Issue(s) Not Listed on the Agenda (limited to three minutes)
- A request by Virginia Holzgrafe to rezone 1621 South 24<sup>th</sup> Street from R1A (single-family residential) to R3 (multi-family residential) to allow for the construction of a two-family residential dwelling (Ward 5) **APPROVED AS AMENDED FROM R3 to R2**
- A request 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 5) **APPROVED AS PRESENTED**
- Additional Business for the Commission
- Adjournment

#### PLAN COMMISSION MEETING MINUTES

7:00 p.m., Tuesday, June 28, 2022 City Council Chambers, 730 Maine Street, Quincy, Illinois

#### ATTENDANCE

Commissioners Present: Dave Bellis, Julie Brink (Chair), Jim Citro, Elaine Davis, Greg Davis, Tony Dede,

Andrew Jones, Nathan Koetters, Patty Maples, Jeff Mays, George Meyer, Rick Smith

Commissioners Absent: Amy Looten

Staff Present: Bruce Alford, Chuck Bevelheimer, Jeffrey Conte, Gina Nottingham, Jason Parrott

Others Present: Matt Gumm, Heidi Holzgrafe, Jeff Weimelt, approximately six other audience members

**CALL TO ORDER:** Brink called the meeting to order at 7:00 pm

**APPROVAL OF MINUTES:** Motion by Citro, seconded by Bellis, to approve the minutes of the May 24, 2022 regular meeting as presented. Motion carried, all in favor.

**DECLARATION OF CONFLICT:** Brink said now is the time and place for any member of the Commission to declare any potential conflict of interest that might require they abstain from voting during the meeting. No one indicated any potential conflict of interest.

#### **PUBLIC COMMENT ON NON-AGENDA ITEMS:** None

Public Hearing requested by Virginia Holzgrafe to rezone 1621 South 24<sup>th</sup> Street from R1A (single family residential) to R3 (multi-family residential) to allow for the construction of a two-family residential dwelling (Ward 5).

Staff Review: Staff said it supports the request by Virginia Holzgrafe to rezone the property at 1621 South 24<sup>th</sup> Street from R1A to R3. Staff said the zoning change is in line with neighboring properties as the vast majority of properties surrounding 1621 South 24<sup>th</sup> Street are currently zoned R3. Staff said that and the need for housing in Quincy were considered in the recommendation to support the rezoning request.

Questions for Staff: None

Brink then asked the Petitioner and Interested Parties to come forward. Nottingham swore in the Petitioner and the Interested Parties

*Petitioner:* Heidi Holzgrafe (231 East Avenue) explained the plan to construct a duplex at 1621 South 24<sup>th</sup> Street. She said the duplex would serve as a rental property. Holzgrafe said the R3 zoning is consistent with the neighborhood, in particular east of South 24<sup>th</sup> Street.

Brink then allowed the Interested Party to ask questions.

Questions for Petitioner from Interested Party: None

Questions from the Commission to the Petitioner:

Mays asked if they considered constructing a single-family home on the lot? Holzgrafe said they looked at the multi-family nature of the neighborhood in determining the plan for the lot. Mays followed up with whether they looked specifically at a single-family home? Holzgrafe said they felt the construction of a duplex was the highest and best use for the space. Koetters asked about the need for off-street parking if these units would be 3 bedroom/2 bathroom. Holzgrafe said each unit will have a single-vehicle garage and a concrete pad for additional parking.

Interested Party Testimony:

Matt Gumm (1635 South 24<sup>th</sup>) said there was one member of the commission who should recuse themselves due to a conflict. Brink said she asked members if there was any type of conflict of interest and no one responded. Gumm said he had lived at his current location for about four and a half years. He said he invested in the home because it was located next to a single-family lot. Gumm cited the city's 2013 Neighborhood Land Use plan as it states the focus of housing on south 24<sup>th</sup> Street south of Harrison Street should be single-family residential. He questioned why the city would allow changing the zoning when the Neighborhood Land Use plan recommends single-family residential.

Question from Commission to Interested Party: None Question from Petitioner to Interested Party: None

Audience Comments: None

Commission question to Petitioner: None Petitioner Closing Statement: None Interested Parties Closing Statement: None

Closing Statement from Petitioner in Response: None

Brink opened it up for discussion by the committee.

Mays said the feedback he had received was there was a concern about the R3 zoning due to the intensity of the use. He said he felt the R2 zoning would be more appropriate as it allows for the construction of a duplex and only a duplex or single family residence moving forward. Mays asked Gumm if he could accept an R2 zoning request. Gumm said the R2 zoning would address some of his concerns because the owner of the property now or down the road would not be able to construct a multi-story, multi-family complex so close to his home.

Mays asked Bevelheimer why staff didn't recommend R2 zoning for the duplex. Bevelheimer said staff recommended the R3 zoning classification to maintain consistency. He said the zoning map shows these two single family parcels are essentially an island because the land use surrounding these R1A parcels is R3 zoning. Bevelheimer said he understands the single-family parcel in the middle of the district. Brink asked for clarification of the island statement because the properties to the west of South 24<sup>th</sup> Street are R1C (single family residential). Bevelheimer said he looked at it based off of South 24<sup>th</sup> Street in that everything surrounding the two properties, up to South 24<sup>th</sup> Street, is multi-family residential. Bevelheimer said R2 and R3 have the same side-yard setback (5 feet) and that there cannot be any requirements placed on a zoning request. He also added that if a Special Permit for Planned Development was approved to allow for the construction of a duplex, there could be additional conditions added such as setback requirements based on the site plan submitted. Mays said R2 could fit the need but R3 is everything around it. Bevelheimer said as a planner, the goal is to maintain continuity.

Citro asked if there was a need for a SP for PD if the land was zoned R2, would the setbacks change. Bevelheimer said the setbacks would not from R3 to R2. Citro said the difference between R2 and R3 is the guarantee that there would be no more intense use than a duplex on an R2 district while the intensity could dramatically change on an R3 district.

Brink asked for any public comment: None

Bevelheimer said the plans submitted are more than in compliance with the setback requirements, with side yards of 10 feet, compared to the five feet required for a side yard in an R3 zoning district. Citro asked if there is any harm to the site plan provided if we select R2. Bevelheimer said they can do the same project with R2 zoning. Bellis asked if this would require the petitioner to start the review process over. Bevelheimer said the plan commission can recommend a less intense use, not a more intense use. Bellis asked if the R2 zoning would work for the petitioner. Holzgrafe said yes, that would be acceptable.

With no further discussion, Mays made a motion, seconded by Citro, to amend the staff recommendation and recommend approval of the rezoning of 1621 South 24<sup>th</sup> Street from R1A (single-family residential) from R2

(two-family residential) to allow for the construction of a two-family residential dwelling. The motion carried with all present voting in favor.

Public Hearing Requested by Robert Harman, on behalf of David and Sandy Greving, for a subdivision (dividing one lot into two) of property located 1122 Maas Road under the small tracts provision of the Subdivision Ordinance (Ward 5)

Staff Review: Staff said it supports the request to subdivide 1122 Maas Road. The subdivision would establish a 37,000 square foot lot with a residence along Maas Road and a land-locked 3.87 acre lot. Staff said the petitioner intends to sell the 37,000 square foot lot with the residence and purchase 1008 Maas Road, which is the family farm. The petitioner would then combine 1008 Maas Road with the landlocked 3.87 acre lot as they are contiguous.

Staff said the 37,000 square foot lot with the residence does not meet the city's requirements for lot area and lot width. But staff said it supported the subdivision because the new residential lot along Maas Road is similar to the three residential lots to the immediate north and the one residential lot to the south as they all share the western property line, only one of the five meets the width requirement and only one of the five meets the lot area requirement. Staff said it also supports the subdivision because an access agreement has been recorded in the Adams County Recorder's Office that states the newly created landlocked 3.87 acre lot would have street access via 1008 Maas Road. Staff said the petitioner was told that must occur before the city could sign off on the subdivision.

Questions for Staff: None

*Petitioner:* Jeff Wiemelt (Mays Realtors) provided additional details for the commission regarding the ownership and upcoming sales of the properties involved.

Questions for Petitioner: None Audience Comments: None Commission Discussion: None

With no further discussion, Dede made a motion, seconded by Bellis to concur with the recommendation of staff and recommend approval of the request to subdivide 1122 Maas Road under the small tracts provision of the subdivision ordinance as request. The motion carried with all present voting in favor.

#### **ADDITIONAL BUSINESS FOR THE COMMISSION: None**

**ADJOURNMENT:** With no further action to come before the commission, the meeting adjourned at 7:28 pm.

Submitted: Jason Parrott – Plan Commission Technical Secretary

# SUBDIVISION REVIEW (SMALL TRACTS)

Applicant/Owner	Robert Harman on behalf of David & Sandy Greving			
Subdivision Name	Greving Subdivision			
Address	1122 Maas Road			
Zoning	RU1			
Ward	5			
Parcel	Current Lot – approx. 211,000 square feet (pictom New Lot – approx. 37,350 square feet (pictometry.com) Remaining Parent Lot – approx. 173,850 square feet (pictometry.com)			
Request	Create two lots from one lot			
Lot Size Requirements	150' lot width, 1 acre lot size			

#### **LOCATION AND CURRENT ZONING:**



The subject lot (1122 Maas Road) is approximately 4.8 acres. The lot is zoned RU1 (Rural/Agricultural) and is located outside of the corporate city limits, but within the 1.5 mile jurisdiction.

There is a residential dwelling on the subject lot (outlined in red on the previous map). The proposed subdivision would result in two lots.

- Lot A would be approximately 37,250 square feet with 125' of street frontage and would include the existing residence.
- Lot B would be approximately 173,850 square feet of undeveloped land with no street frontage.

The petitioner currently resides at 1122 Maas Road.

The petitioner is also a trustee for 1008 Maas Road (shown in yellow).

The petitioner seeks to subdivide 1122 Maas Road and sell Lot A.

The petitioner seeks to relocate to 1008 Maas Road and purchase Lot B so the lots can be combined.

The subject lot is surrounded by single family residential homes or undeveloped/agricultural land. The Neighborhood Land Use Plan of 2013 identifies the subject lot as single-family residential.

#### STAFF COMMENTS:

Staff will first look at Lot A, which results from the subdivision.

- The lot requirements in an RU1 district are 43,560 square feet of area and a width of 150'.
- Lot A falls short of both requirements as it is approximately 37,250 square feet (85% of the required lot area) and has a width of approximately 125 feet (83% of required width).

Staff believes that despite not meeting the area/width requirements, the proposed Lot A should be approved because the resulting lot would be in line with the three lots to the immediate north and the one lot to the immediate south. As you can see from the map:

- The five lots have a similar western property line and front Maas Road
- Only one of the five lots meets the area requirement of 43,650 square feet.
- Only one of the five lots meets the width requirement of 150 feet.
- Nothing would change about the intensity of use as the home is currently occupied.

The subdivision of 1122 Maas Road would result in Lot B being "landlocked" with no street frontage. Staff informed the petitioner that an access or ingress/egress agreement between Lot B and 1008 Maas Road must be recorded with the Adams County Recorder's Office prior to the subdivision of 1122 Maas Road. The recording of such a document would make sure there is access for Lot B should anything happen to delay or cancel the potential acquisition of Lot B by the trustee of 1008 Maas Road.

Staff has been told that the petitioner is working with Adams County Health Department regarding the project. The proposed subdivision was also shared with the Adams County Engineer and the Tri-Township Fire Department.

#### STAFF RECOMMENDATION:

Staff recommends the Plan Commission recommend approval of the Greving Subdivision, located at 1122 Maas Road, as presented with the following conditions:

- That the resulting lot that fronts Maas Road (shown as Lot A) does not meet the city code requirements for lot area and lot width.
- That an access or ingress/egress agreement for the proposed 3.87 acre lot (shown as Lot B) must be recorded with the Adams County Recorder's Office prior to city staff/elected leaders signing the subdivision plat.

Report by: Jason Parrott (Technical Secretary)

Date: June 20, 2022



2022R-04559 RYAN A. NIEKAMP ADAYS COUNTY CLERK/RECORDER ADAMS COUNTY, ILLINOIS RECORDED ON 06/22/2022 09:47 AH

RECORDING FEE 32.00 RHSP HOUSING FEE 9.00 COUNTY GIS 29.00 RECORDER GIS 1.00

June 21, 2022

From: Sandra K. Greving, Trustee of The Melvin L Maas and Sharon K. Maas, Trust 1008 Maas Road Quincy, Illinois 62305

To whom it may concern,

I hereby grant the right to have easement access to the proposed 3.87 acre tract consisting of (parcel #20-0-00614-006-00) and legal description; NW SEC 10 2S8W -EX 1,03A SE COR & .556A NE COR- BEG 660FT S NW COR E 810.45FT S 330 W 810.45 N TO BEG PT E 1/2 NW SEC 10.

This easement would consist of a twenty (20) foot strip on the western portion accessible from Big Valley Road through 1008 Maas Road, (parcel #20-0-0614-001-00) and legal description; NW SEC 10 2S8W -EX 2.014A 328.6FT S NE COR-BEG 330FT E NW COR E 420.2FT SE 661.6 W 480.45 N TO POB PT E 1/2 NW SEC 10 in Quincy, Illinois for ingress / egress.

Sincerely;

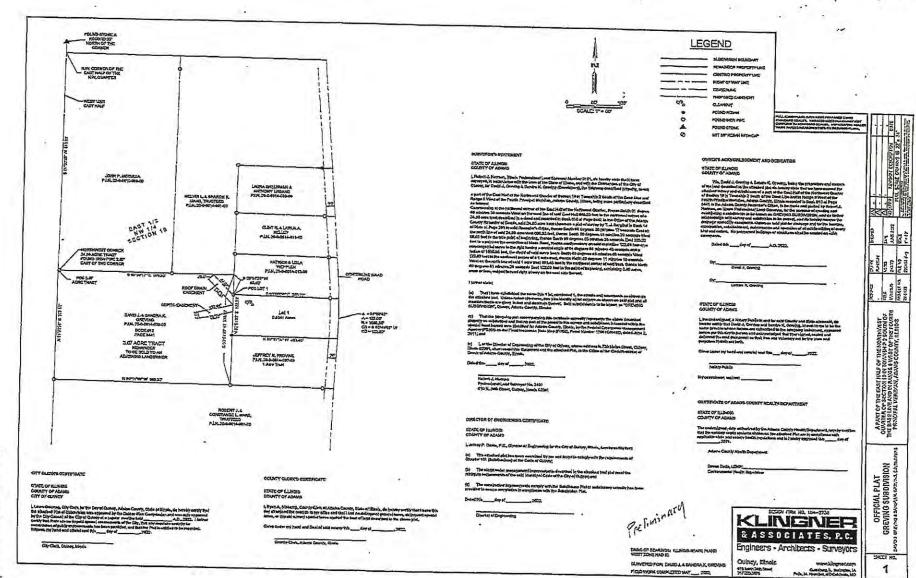
Sandra K. Greving, Trustee

"OFFICIAL SEAL" KIMBERLY DIETERLE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 06-19-2026

#### SUGGESTED DESCRIPTION 3.87 ACRE TARCT

A part of the East Half of the Northwest Quarter of Section 10 in Township 2 South of the Base Line and Range 8 West of the Fourth Principal Meridian, Adams County, Illinols, being more particularly described as follows:

Commencing at the northwest corner of the East Half of the Northwest Quarter, thence South 01 degree 00 minutes 35 seconds West on the west line of said East Half 688.33 feet to the northwest corner of a 24.95 acre tract described in a deed and recorded in Book 610 at Page 8441 in the Office of the Adams County Recorder of Deeds, said 24.95 acre tract shown on a plat of survey by T. J. Berglind in Book 14 of Plats at Page 361 in said Recorder's Office, said point also being the true point of beginning, thence South 89 degrees 36 minutes 17 seconds East on the north line of said 24.95 acre tract 609.93 feet, thence South 00 degrees 51 minutes 29 seconds West 332.70 feet to a point on the south line of said 24.95 acre tract, thence North 89 degrees 11 minutes 59 seconds West on said south line 509.32 feet to the southwest corner of said tract, thence North 01 degree 00 minutes 35 seconds East on the west line of said tract and the west line of said East Half 329.11 feet to the point of beginning, containing 3.87 acres, more or less.



#### **ZONING CHANGE REVIEW**

Applicant/Owner or Prospective Owner	Virginia Holzgrafe
Address(es)	1621 S. 24 <sup>th</sup> Street
Parcel Size(s)	20,680 square feet per pictometry.com
Ward	5
Current Zoning	R1A
Permitted Uses	Single-Family Residential
Minimum Lot Area/Width	10,000 square feet/90 feet
Requested Zoning	R3
Permitted Uses	Single-, Two-, & Multi-Family Residential
Minimum Lot Area/Width	5,000 square feet/60 feet
Surrounding Zoning	See Below
Essential Facilities	City Sewer, City Water, Street Access



#### LOCATION/BACKGROUND:

The petitioner is requesting a zoning change for 1621 South 24<sup>th</sup> Street (outlined in red above). The petitioner has provided proof of ownership. The lot is currently zoned R1A (single-family residential). The petitioner seeks to rezone the property to R3 (multi-family residential) to allow for the construction of a two-family dwelling. A two-family dwelling is a permitted use in an R3 zoning district, not in an R1A zoning district. The petitioner says the two-family dwelling would be used as a rental unit.

The subject lot has been vacant for approximately 15 years and meets the lot area/width requirements for an R3 zoning district classification. There is an apartment complex to the immediate north and undeveloped land to the immediate east. There is a single-family residence to the immediate south, along with another apartment complex. West of South 24<sup>th</sup> Street is a single-family residential neighborhood.

The Neighborhood Land Use map of 2013 identifies 1621 South 24th Street as single-family residential use.

#### **STAFF COMMENTS:**

Staff believes the rezoning request for the subject lot from R1A to R3 is appropriate.

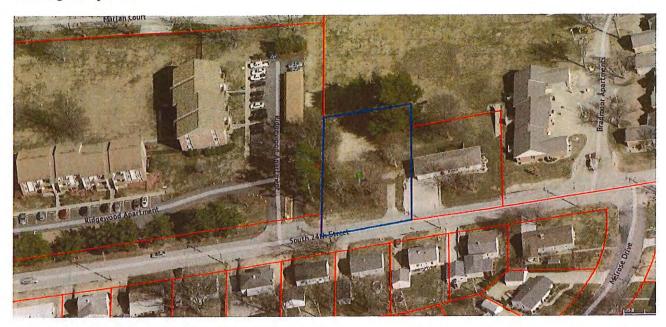
• Multi-Family Residential is the pre-dominant zoning classification on the east side of South 24<sup>th</sup> Street from Harrison Street south to Green Acres (approximately 1,800 feet).

- The construction of a two-family dwelling would be a less intense use of the proposed R3 zoning.
- The rezoning would allow for two additional residences at a time when Quincy is need of housing.

Staff has not received any comments regarding the petition at this time

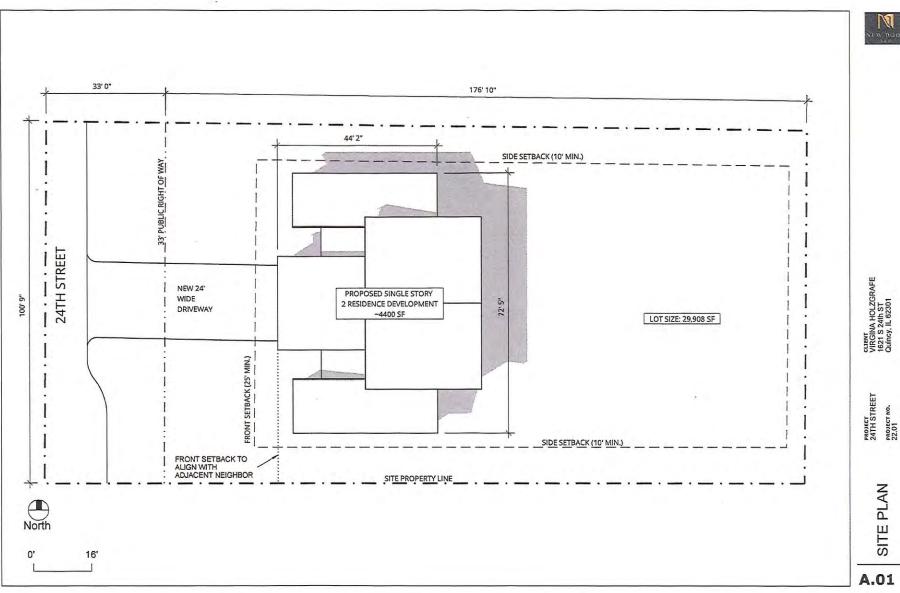
STAFF RECOMMENDATION:

Staff recommends that the Plan Commission recommend approval of the rezoning of 1621 South 24<sup>th</sup> Street from R1A (single-family residential) to R3 (multi-family residential) to allow for the construction of a two-family dwelling as requested.

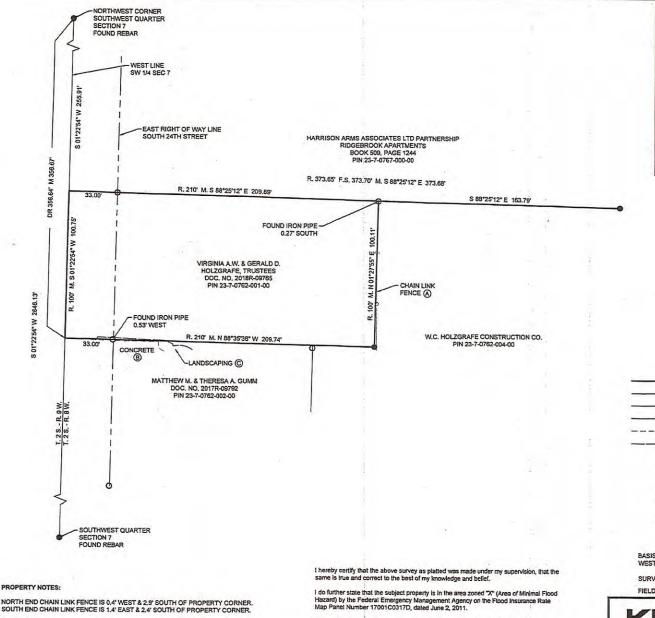


Report by: Jason Parrott (Technical Secretary)

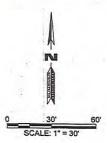
Date: June 20, 2022







FULL SIZED PLANS HAVE SEEN PREPARED USING STANDARD SCALES. REDUCED SIZED PLANS MAY NOT CONFORM TO STANDARD SCALES. USE GRAPHIC SCALES WHEN MAKING MEASUREMENTS ON REDUCED PLANS.



#### **LEGEND**

SUBJECT PROPERTY LINE PROPERTY LINE SECTION LINE RIGHT OF WAY LINE EDGE OF PAVEMENT LANDSCAPING FOUND REBAR 0 FOUND IRON PIPE R. RECORD MEASUREMENT F.S. FORMER SURVEY MEASUREMENT FIELD MEASUREMENT

BASIS OF BEARINGS: ILLINOIS STATE PLANE WEST ZONE NAD 83

SURVEYED FOR: HEIDI HOLZGRAFE FIELD WORK COMPLETED MARCH 4, 2022.

**DESIGN FIRM NO. 184-2738** & ASSOCIATES, P.C.

Engineers · Architects · Surveyors

Quincy, Illinois

HWEST QUARTER OF SECTION 7 IN IE BASE LINE AND IN RANGE 8 WEST O MERIDIAN, ADAMS COUNTY, ILLINOIS PLAT OF SURVEY

SHEET NO.

PROPERTY NOTES:

- (A) NORTH END CHAIN LINK FENCE IS 0.4' WEST & 2.9' SOUTH OF PROPERTY CORNER.
- (B) NORTHEAST CORNER CONCRETE IS 0.7' SOUTH OF PROPERTY LINE. NORTH LINE CONCRETE AT RIGHT OF WAY IS 0.7' SOUTH OF PROPERTY LINE.
- (C) NORTHEAST CORNER LANDSCAPING IS 0.4' NORTH OF PROPERTY LINE. NORTH LINE LANDSCAPING AT RIGHT OF WAY IS 1.2' NORTH OF PROPERTY LINE.

This professional service conforms to the current illinois minimum sta

3/11/2022

No. 3101

Robert J. Harman, Illinois Professional Land Surveyor No. 3101 License expires 11/30/2022 Design Firm No. 184-2738

www.klingner.com Galesburg, IL Burington, IA Pella, IA Hannibal, MO Columbia, MO

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 16<sup>th</sup> to 18<sup>th</sup>; PCC Patching @ various locations; North 12<sup>th</sup> Seminary to Kochs Ln; and 2021 Sidewalk Improvements). Klingners is currently providing inspection at 3 projects (Payson - 16<sup>th</sup> to 20<sup>th</sup>; South 9<sup>th</sup> – Harrison to Jackson; and North 2<sup>nd</sup> –Spring to College)

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# Local Public Agency Engineering Services Agreement



	Agreement For				Agreement Typ	ре	
Using Federal Funds? ☐ Yes ☒ No	MFT CE				Original		
	LOCA	AL PUBLIC	CAGENCY				
Local Public Agency		County		Section	Number	Job	Number
Quincy		Adams		N/A		n/a	
Project Number Contact Nar	ne	Pho	ne Number	Email			
MR637B Steve Bar	nge	(21	7) 228-4527	sbang	e@quincyil.g	Jovq	
	250	TION DD	OVICIONE.				
Local Street/Road Name		y Route	OVISIONS	ength	Structure N	lumbar	
Varies	, ide	y Moule		engui	Structure	vuilibei	
Location Termini							
Varies							Add Location
							Remove Location
Project Description							
Provide Construction inspection Sewer improvements on a work							
Engineering Funding	☐ MFT/TBP	State	e 🛛 Other 😡	uincy C	apital		
Anticipated Construction Funding	ederal MFT/TBP	State	e 🛛 Other 🔃	uincy C	apital		
		0000	IT FOR				
	AC	GREEMEN		III. Cons	truction Engine	oring	
			∑ Filase	III - COIIS	iruciion Engine	aring	
		CONSUL <sup>-</sup>	ΓANT				
Consultant (Firm) Name	Contact Name		Phone Number	r Er	mail		
Klingner & Associates, P.C.	Eric Barnes		(217) 223-36	670 el	ob@klingner.	com	
Address		C	ity		1	State	Zip Code
616 North 24th Street			(uincy			IL	62301
			(I DA)				

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 A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor 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		
	Anniversary	
Total Compensation = DL + DC Where:	C + OH + FF	
DL is the total Direct L	₋abor,	
DC is the total Direct (	Cost,	
OH is the firm's overh	ead rate applied to	o their DL and
FF is the Fixed Fee.		
\\/hara FF -	(	V. SubDL where D is the advertised Complexity Factor

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.

<u>Field Office Overhead Rates:</u> 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 original 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

Executed by the LPA:	Local Public Age	ency Type Name	SIGNATURES of Local Public Agency	
·	The City	of Quinc		
	The Oil	OI Casimis		
By (Signature & Date)			By (Signature & Date)	
Name of Local Public Agend	cy Local Public A	Agency Type	Title	
Quincy	City	Clerk		
(SEAL)				
xecuted by the ENGINEER				
	- 14 1 APR 1 1			
	Consultant (Firm)			
\ttest:	Consultant (Firm) Klingner & Ass			
\ttest:				
\ttest:				
			By (Signature & Date)	
			By (Signature & Date)	5/02/22
	Klingner & Ass	sociates, P.C.	By (Signature & Date)	5/02/27
Attest:  By (Signature & Date)  Title	Klingner & Ass		By (Signature & Date) Title	5/02/27
By (Signature & Date)	Klingner & Ass	sociates, P.C.		5/02/27
By (Signature & Date)	Klingner & Ass	sociates, P.C.	Title	5/02/27
By (Signature & Date)  Title  Chief Operating Office	Klingner & Ass	sociates, P.C.	Title	5/02/27
By (Signature & Date)  Title  Chief Operating Officer  APPROVED:	Klingner & Ass	sociates, P.C.	Title Vice President	5/02/27
By (Signature & Date)	Klingner & Ass	sociates, P.C.	Title Vice President	5/02/22

Local Public Agency	County	Section Number
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				

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

Loc	al Public Agency	County		Sect	ion N	umber
Qu	Quincy			N/A		
	Exhibit D Qualification Based Selection (QBS) C	Checklist				
Unc	LPA must complete Exhibit D. If the value meets or will exceed the threshold in 5 ler the threshold, QBS requirements do not apply. The threshold is adjusted annuals being used, federal small purchase guidelines must be followed.  Form Not Applicable (engineering services less than the threshold)					
	ns 1-13 are required when using federal funds and QBS process is applicabling State funds and the QBS process is applicable.	le. Items 1	4-16 are require	ed wh	en	
				No	Yes	
1	Do the written QBS policies and procedures discuss the initial administration (pro and administration) concerning engineering and design related consultant service		management			
2	Do the written QBS policies and procedures follow the requirements as outlined i specifically Section 5-5.06 (e) of the BLRS Manual?	n Section	5-5 and			
3	Was the scope of services for this project clearly defined?					
4	Was public notice given for this project?					
5	Do the written QBS policies and procedures cover conflicts of interest?					
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?					
7	Do the written QBS policies and procedures discuss the methods of evaluation?					
	Project Criteria		Weighting			
	-					
	Add					
8	Do the written QBS policies and procedures discuss the method of selection?					
Sel	ection committee (titles) for this project			,		
	Top three consultants ranked for this project in order			1		
	1			1		
	2			1		
	3			1		
9	Was an estimated cost of engineering for this project developed in-house prior to	contract r	negotiation?			
10	Were negotiations for this project performed in accordance with federal requirement	ents.				
11	Were acceptable costs for this project verified?					
12	Do the written QBS policies and procedures cover review and approving for payn the request for reimbursement to IDOT for further review and approval?	nent, befor	re forwarding			
13	Do the written QBS policies and procedures cover ongoing and finalizing adminis (monitoring, evaluation, closing-out a contract, records retention, responsibility, rebreaches to a contract, and resolution of disputes)?					
14	QBS according to State requirements used?					
15	Existing relationship used in lieu of QBS process?					

16 LPA is a home rule community (Exempt from QBS).



# EXHIBIT E COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

**ANNIVERSARY RAISE** 

Local Public Agency Quincy	<b>County</b> Adams	Section Number MR637B					
Consultant (Firm) Name Klingner & Associates, P.C.	Prepared By Eric Barnes, P.E.		Date 5/2/2022				
PAYROLI	ESCALATION TABLE						
CONTRACT TERM  START DATE  RAISE DATE  18 9/1/2022 ANNIVERSARY	MONTHS	OVERHEAD R COMPLEXITY % OF RAISE		199.32% 0 2.00%			
ESCALATION PER YEA	AR						
DETERMINE THE MID POINT OF TI	HE AGREEMENT						
9							
CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT							
1.50%							
The total escalation for this project would be:	1.509	%					

Local Public AgencyCountySection NumberQuincyAdamsMR637B

#### **PAYROLL RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

MAXIMUM PAYROLL RATE 78.00
ESCALATION FACTOR 1.50%

	IDOT	
CLASSIFICATION	PAYROLL RATES	CALCULATED RATE
0 <u>2</u> /100/11/01/	ON FILE	
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
Т3	\$23.17	\$23.52
T4	\$28.00	\$28.42
T5	\$30.92	\$31.38
T6	\$38.92	\$39.50

Local Public Agency	County	Section Number
Quincy	Adams	MR637B

#### **SUBCONSULTANTS**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

	T	1
Name	Direct Labor Total	Contribution to Prime Consultant

Total 0.00 0.00

Local Public Agency	County	Section Number
Quincy	Adams	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			954		9,609	1.92%
		-	-		-		-	
		-	-		1		1	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		-		-	
		-	-		1		-	
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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
MDOOZD	

MR637B

#### **AVERAGE HOURLY PROJECT RATES**

Exhibit E Cost Estimate of Consultant Services Worksheet Anniversary Raise

SHEET \_\_\_1\_\_ OF \_\_1\_\_

		Ī																	
PAYROLL		TOTAL PROJ. RATES			Constructi				stration										
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	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																	
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BLR 05513 (Rev. 02/01/21) Avg Hr 1

Printed 5/2/2022 3:39 PM Page 5 of 5

#### 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 Quincy Transit Lines

217-228-4550

Fax: 217-228-4448

2020 Jennifer Road Quincy IL 62301

June 29, 2022

Mayor Mike Troup Honorable City Council Members

On the Agenda Tuesday July 5, 2022 you will find a resolution to authorize the repair of bus 1601. This is a Ford bus and is one of our front line vehicles.

This vehicle has experienced an engine failure. The vehicle has 225,316 miles on it and the warranty on the engine ended at 100,000 miles. Our buses are provided to us under a State Grant at no cost to the City. We have applied for replacement buses but have been told not to expect anything prior to July of 2024. We cannot deadline this bus and wait for a replacement as it needs to be on the street to fulfill our transit operations.

The cost to replace the engine is \$13,838.70 with Gem City Ford. We attempted to get other vendors for this engine however; neither O'Reilly Auto Parts nor Advance Auto Supply could source this engine.

I am asking for you to approve the repair to bus 1601 so that we can return it to our service and meet our contractual obligations.

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

Respectfully;

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

#### RESOLUTION

WHEREAS, The City of Quincy, Quincy Transit Lines, owns and operates a fleet of 16 buses; and

WHEREAS, the City of Quincy, Quincy Transit Lines receives buses from the State of Illinois at no cost to the City; and

WHEREAS, the Quincy Transit Lines is mandated to maintain and repair these buses by the Illinois Department of Transportation; and

WHEREAS, bus 1601 is a front line bus and generates revenue through our advertising contract; and

WHEREAS, bus 1601 has experienced an engine failure; and

WHEREAS, this is a sole source repair from Gem City Ford; and

WHEREAS, Gem City Ford has quoted a cost of \$13,838.70 for this engine repair, now

THEREFORE BE IT RESOLVED, the Transportation Director, The Transportation Committee, the Director of Administration and the Purchasing Director recommends to the Mayor and City Council Gem City Ford hired allowed to complete this repair.

Marty Stegeman Transportation Director

July 5, 2022

## CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

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



#### **MEMORANDUM**

TO:

Mayor Troup and City Council

FROM:

Chuck Bevelheimer

DATE:

June 30, 2022

SUBJECT:

Demolition of 649 State Street

649 State Street is a three-story building that received significant fire damage on May 18, 2022. The exterior brick walls are not being supported at this time because the roof, the third floor, and much of the second floor are missing. The walls were also weakened by the fire itself (severe temperatures) and by the efforts to fight the fire.

Microplex Properties, LLC owns 649 State Street. The company does not have insurance on the building to help cover the cost of reconstruction or demolition. The administration has been working with the property owner to find a way to renovate a portion of the remaining structure to prevent the city from having to pay any demolition costs. After two weeks of discussions, though, the property owner was not able to secure the funding needed for redevelopment.

In an attempt to reduce the city's potential demolition expense, the city sought lump sum bids:

	1 / 2 2 1
Blicks Construction	\$79,500
Premier Demolition	\$98,250
Shaffer Excavation, Inc.	\$182,600

Photos of the building are attached. The city conducted a title search and there are no liens against the property. The city will file a lien against the property upon completion of the demolition and then will foreclose on that lien. A supplemental budget appropriation will be required to pay for the demolition of 649 State Street.

If you have any questions, please let me know.

M: Chuck/Memo/2022 Memos/Demo 649 State St 6-29-22

# QUINCY CITY COUNCIL RESOLUTION AUTHORIZING DEMOLITION EXPENDITURES FOR 649 STATE STREET

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

WHEREAS, on May 18, 2022, the structure at 649 State Street was significantly damaged by fire; and

WHEREAS, 649 State Street is a three-story brick building located adjacent to the right of ways at State Street and South 7<sup>th</sup> Street; and

**WHEREAS**, the partially-destroyed three-story building poses a threat to the public safety due to the structure's close proximity to State Street and to South 7<sup>th</sup> Street; and

**WHEREAS**, the property owner does not have insurance on the building and cannot pay for the demolition of 649 State Street; and

WHEREAS, demolition bids were sought; and

WHEREAS, the city received three bids, with Blick's Construction Company out of Quincy, Illinois submitting the lowest bid of \$79,500 to demolish the structure.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and the City Council accept the bid from Blick's Construction Company in the amount of \$79,500 for the demolition of the structure located at 649 State Street and that the Mayor be authorized to execute the appropriate contract documents.

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

PASSED and APPROVED this	day of	, 2022.
SIGNED:		
ATTEST:		Mike Troup, Mayor
		Laura Oakman, City Clerk

649 State Street
Damage from Fire on May 18, 2022
Photos taken May 24, 2022





649 State Street
Damage from Fire on May 18, 2022
Photos taken May 24, 2022





#### **Resolution**

WHEREAS, the Quincy Fire Department Central Station has a fire alarm monitoring system that has been in place for over twenty years; and,

WHEREAS, the system has not been upgraded during this time; and,

WHEREAS, the Quincy Fire Department no longer uses telephone land lines in Central Station and the current system is not monitored; and,

WHEREAS, Central Fire Station has over 20,000 square feet of space to be monitored throughout its three levels; and,

WHEREAS, the majority of apparatus and equipment is housed at Central Fire Station; and,

WHEREAS, the amount of apparatus and equipment and large space at Central Fire Station necessitates the need for a monitored system; and,

WHEREAS, quotes were sought for the upgrade and installation of a monitored system and the quotes were as follows;

United Systems, Inc. \$9,986.33 Alarm Systems, Inc. \$13,348.09

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 \$9,986.33 to United Systems, Inc.

Respectfully Submitted,

Bernard Vahlkamp Fire Chief July 5, 2022

#### **Resolution**

WHEREAS, one of the most important pieces of equipment to a firefighter is their firefighting "bunker gear"; and,

WHEREAS, bunker gear wears over time and must be replaced on a regular basis per NFPA standards and manufacturer recommendations; and,

WHEREAS, the Quincy Fire Department has ten sets of bunker gear due for replacement this fiscal year and needs four sets for new hires; and,

WHEREAS, quotes (per set) were sought for the needed gear from three different vendors and were submitted as follows:

AEC Fire Safety & Security, Inc.	\$2,881.00
Municipal Emergency Services (MES)	\$2,885.00
Dinges	\$3,020.00

NOW THEREFORE BE IT RESOLVED, that the Chairman of the Fire Aldermanic Committee and the Fire Chief recommend to the Mayor and City Council that the Fire Chief be authorized to purchase the required fourteen sets of gear for the total amount of \$40,334.00 from AEC Fire Safety & Security, Inc.

Respectfully Submitted,

Bernard Vahlkamp Fire Chief July 5, 2022



# DEPARTMENT OF POLICE CITY OF QUINCY

From the Office of Adam C. Yates, Chief of Police 530 Broadway - Quincy, Illinois 62301-4058 Phone (217) 228-4480, Fax (217) 221-2269

July 1, 2022

Mayor Mike Troup Members of the Quincy City Council Quincy City Hall 730 Maine Street Quincy, IL 62301

#### RE: ACQUISITION OF FREE NEGOTIATIONS EQUIPMENT

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to ask for your support for the Quincy Police Department to apply to the Illinois Law Enforcement Alarm System (ILEAS) to acquire free negotiator communications equipment.

ILEAS was established in 2002 in response to the September 11<sup>th</sup> attacks for the purpose of meeting the needs of local law enforcement throughout Illinois in manners of mutual aid, emergency response and the combining of resources for public safety and terrorism prevention and response. ILEAS recently conducted a statewide survey of needs and consulted with the Illinois Crisis Negotiators Association to determine which communications device is best suited for crisis negotiations teams. As a result of that survey, ILEAS is providing an opportunity for 12 Illinois agencies outside of Cook County, who have trained Crisis Negotiators, to obtain this equipment free of charge.

The device available through this program is an 836 Technologies CINT Commander II with the additional Satellite Package. These devices are primarily used for controlled communications and monitoring with persons during tactical operations such as armed and barricaded incidents and hostage situations. This type of equipment can prove invaluable because it aids in documentation, evidence collection, chain of custody, and communication between SWAT commanders and negotiators during these tense situations.

The Quincy Police Department has a Crisis Negotiations Team (CNT) which consists of six trained negotiators. Our crisis negotiators respond to multiple call outs each year. The current CNT communications equipment was acquired through a grant in 2000 and is currently inoperable. Purchase of a new device has been cost prohibitive. The 836 Technologies CINT Commander II with the additional Satellite Package is valued at \$18,578.

QUINCY POLICE DEPARTMENT Mayor Troup Members of the Quincy City Council July 1, 2022 Page 2

With Quincy Police Department having the only trained negotiations team in Adams County, this equipment would be instrumental in allowing the team to effectively mitigate crisis incidents. It would also allow for more effective monitoring, documentation, and information sharing during incidents, which is vital for a successful resolution.

The financial obligation incurred by the City of Quincy and/or Quincy Police Department is minimal. The equipment is free. There are no annual fees, no licensing fees, and the equipment comes with free CINT II Software updates for life. The device also comes with a 5 year warranty. The Peoria Police Department currently uses a similar device. Our CNT team leader, Sgt. Erica Scott, reached out to Peoria PD to inquire about maintenance costs. Peoria PD indicates that they have spent \$0 on maintaining the device since they acquired it. The only other requirement for QPD, if selected to receive the equipment, is to participate in bi-annual equipment audits, complete an annual report on the use of the device, maintain the device, and attend the manufacturer training. Sgt. Scott has agreed to be the point of contact for all grant requirements related to this equipment.

The grant application requires authorization from the elected body before submitting the application. Mayor Troup and the Police Aldermanic Committee are supportive of this opportunity. I am asking for the support of the City Council to submit an application to ILEAS to receive an 836 Technologies CINT Commander II with the additional Satellite Package valued at \$18,578. If you have any questions or concerns, please do not hesitate to contact me. In my absence, you may contact Sgt. Erica Scott.

Thank you for your time and consideration.

Sincerely,

Adam C. Yates Chief of Police

Cc: Mr. Jeff Mays, DAS
Deputy Chief Pilkington
Sgt. Erica Scott

#### RESOLUTION

WHEREAS, the highest priority for the Quincy Police Department is the preservation of life; and,

WHEREAS, at times, Quincy Police Officers are called to incidents that involve emotionally disturbed individuals who have committed a criminal act and who refuse to submit to arrest; and,

WHEREAS, the Quincy Police Crisis Response Unit, which includes the Emergency Response Team and Crisis Negotiations Team, are specially trained to handle critical incidents with the purpose of resolving them safely for all parties involved; and,

WHEREAS, communication with the suspect during a critical incident is critical to a successful resolution; and,

WHEREAS, the current communications equipment available to the Crisis Negotiations Team is over 20 years old and is no longer operational; and,

WHEREAS, the Illinois Law Enforcement Alarm System (ILEAS) has a grant opportunity available that, if selected, QPD will get a 836 Technologies CINT Commander II with the additional Satellite Package, a state of the art crisis negotiations communication system, at no cost to our agency; and,

WHEREAS, all QPD is required to do, if awarded the equipment, is to participate in manufacturer training, participate in bi-annual equipment audits, complete an annual report of the use of the device and maintain the device, which comes with a five year warranty; and,

WHEREAS, the grant application requires authorization from the elected body to be eligible for the award; now

THEREFORE BE IT RESOLVED, the Chief of Police, Mayor and Police Aldermanic Committee, recommend to the City Council that the Quincy Police Department be approved to submit a grant application to ILEAS to be considered for an 836 Technologies CINT Commander II with the additional Satellite Package, at no cost.

Adam Yates

Chief of Police July 5, 2021 Corey Dean IT Manager City Hall – 730 Maine Street Quincy, IL 62301 (217) 221-3675

### **MEMORANDUM**

TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: July 1, 2022

RE: Kroll Responder

The City of Quincy's current recovery efforts with Kroll include the use of the SentinelOne Complete Product Suite. The sensors which were deployed to all of the endpoints throughout the environment with this product have been critical in the detection of the forensic data used by Kroll as well as the ability to stop the bad traffic from causing more damage. It is also the platform used to completely eradicate the threat from our environment.

During the forensic investigation, we inquired what it would take to continue to use the solution once that phase of recovery had been completed. The services that Kroll offers is called Kroll Responder. Kroll Responder utilizes the SentinelOne Complete product which is built as a fully featured enterprise-grade Enterprise Disaster Recovery solution. This type of solution is considered Next Generation Antivirus because it operates at a learning level rather than being signature based like most other products. This solution also offers a timeline and rollback feature that can return compromised devices to a known good state including rolling back any sort of ransomware activity. Additional features include network control, USB device control, Bluetooth device control, 30 days of deep visibility data retention for enhanced threat hunting/incident response, rogue device identification, full network attack surface protection, and 24x7x365 monitoring/incident response for high priority threats.

Moving forward with this solution will eliminate our need for our current BitDefender product solution and would save the City of Quincy approximately \$6,000 when that renewal is due in December, 2022. Although not a huge amount of savings to the budget but at least something to offset the cost going forward.

We also reached out to SentinelOne for comparable pricing but they verified that with the services that we would receive from Kroll with this solution, they wouldn't be able to come close to the pricing and would rather work with them to make sure that the offerings continue to cover everything that we need.

**Recommendation:** The Technology Committee and the IT Manager recommend that we move forward with the 3 year contract option from Kroll in the amount of \$31,268.25 per year (\$96.21 per endpoint).

Thank you and please let me know if you have any questions.

Corey Dean IT Manager



# **24x7 Managed Detection and REAL Response**City of Quincy, IL

May 2022



## Unrivaled expertise behind every threat, 24x7x365

END-TO-END CYBER RISK MANAGEMENT

> GOVERNANCE RESPONSE ASSESSMENTS NOTIFICATION INTELLIGENCE

3,200+
CYBER ENGAGEMENTS WORLDWIDE
IN 2021

400K+

ACTIVELY MONITORED ENDPOINTS APPROVED VENDOR FOR

60+

CYBER INSURANCE CARRIERS

90+

INDUSTRY CERTIFICATIONS (GCIH, GCFE, CISA, CRISC, CISSP, PFI, QSA, GPEN, CREST, ETC.)

450+
CYBER RISK PRACTITIONERS



45+ YEARS IN

CORPORATE INVESTIGATIONS

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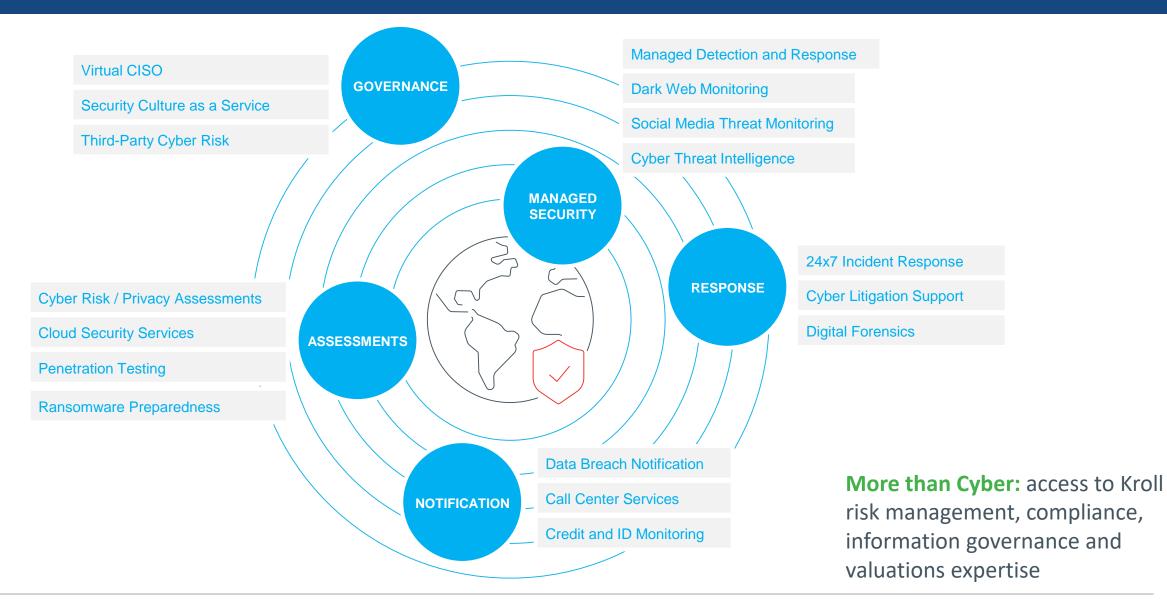
LARGEST IR PARTNER
SINCE 2014

#### **GLOBAL EXPERTISE**

- FBI
- DOJ
- CIALIK Intol
- UK Intel
- EuropolSEC
- USSS

- Corporate IT and Security
- Software Developers
- Computer Scientists
- Malware Reverse Engineers

# More than IR: global, end-to-end cyber risk management



# **Kroll Responder Pricing – 325 Endpoints**

Kroll Responder Subscription	1 Year	3 Year	
SentinelOne Complete (Cost per endpoint)	\$106.90 If you're able to sign by end of June, we will honor the 3-year price for a 1-year commitment.	\$96.21	
SentinelOne Complete (Cost per year / Total Cost)	\$34,742.50	<b>\$31,268.25</b>	
Redscan Platform & Kroll Intel Feed	Included		
24x7x365 Monitoring and Analyst Support	Included		
Real Response by Kroll Experts	Included		
15% Discount on additional Kroll services	Included		
Monthly Reporting	Include	d	

#### RESOLUTION

WHEREAS, the City of Quincy's Information Technology Department has the responsibility of maintaining the security and integrity of the City's network environment; and,

WHEREAS, City of Quincy recently experienced one of the most sophisticated cyber security incident currently being reported; and,

WHEREAS, the entire network server infrastructure was devastated in numerous ways; and,

WHEREAS, the City of Quincy continues to utilize the services of Kroll to provide forensic information as well as continuing to protect the environment; and,

WHEREAS, this service from Kroll is aimed to detect, prevent, remediate and recover almost immediately if there ever happened to be another incident; now

THEREFORE BE IT RESOLVED, the Technology Committee and the IT Manager recommend to the Mayor and City Council that the proposal to enter into a 3 year agreement with Kroll for the Kroll Responder services for 325 endpoints at a cost of \$31,268.25 be approved.

Corey Dean IT Manager

July 5, 2022

# Sheri L Ray

#### **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: July 1, 2022

SUBJECT: Supplemental Budget Ordinance

Please find attached the Supplemental Budget Ordinance to be presented at the July 5, 2022 Council Meeting. The purpose of this supplemental is to amend the budget for the following:

Information Technology needs to purchase security monitoring services that was not included in the original budget with a cost less than \$35,000

Planning & Development needs to demolish the structure at 649 State with a cost less than \$80,000.

This funding for this supplemental is using a fraction of the additional PPRT revenues. May PPRT was \$1.5 million ahead of budget. The July 2022 IML Review magazine has a revenue update that states PPRT revenue estimate has been revised to be 13% below last fiscal year.

FY 2022 Actual PPRT \$8,558,821

FY 2023 IML Estimate \$7,446,174 (13% below FY 22 actual) FY 2023 Adopted budget \$5,275,000 (61% below FY 22 actual)

If you have any questions, please let me know.

CC: Lonnie Dunn, Corporation Counsel
City Clerk Laura Oakman
Jeff Mays, Director of Admin Services
Corey Dean, IT
Chuck Bevelheimer, Planning & Development

ORDINANCE	NO.
OILDII III ICL	110.

#### 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 PPRT revenues exceeding budget in the General Fund that may be used to to increase the I.T. budget for additional security monitoring and increase Non-departmental disbursements to Planning and Development; and,

**WHEREAS**, the Planning & Development Fund transfer will be used to increase expenses for the demolition of 649 State; 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. **General Fund #001**

Increased Revenues:	
PPRT (001-0000-314.02-02)	\$ 115,000
Increased Expenses:	
I.T./Technical Services-Computer (001-1901-401-32.02)	\$ 35,000
Non-Dept Transfers/Planning & Development (001-1801-491.62-02)	\$ 80,000
Planning & Development #201	
Increased Revenue:	
Transfers from GF (001-0000-391-01-01)	\$ 80,000
Increased Expenses:	
Protective Inspections-Demolitions (201-2411-402.37-01)	\$ 80,000

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	<del></del>	Mayor	
Officially published in pamphlet form this	day of	, 2022.	

### THE CITY COUNCIL

#### OFFICIAL PROCEEDINGS

#### **REGULAR MEETING**

Quincy, Illinois, June 27, 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, Mast, Reis, Maples, Holtschlag. 13. Absent: Ald. Uzelac. 1.

Ald. Holtschlag moved Ald. Uzelac be allowed the usual compensation for this meeting. Motion carried.

Ald. Bergman moved the minutes of the regular meeting of the City Council held June 20, 2022, be amended to show that the roll call going into Executive Session should have Ald. Bergman and Ald. Farha voting nay and not being absent. Motion carried.

The minutes of the regular meeting of the City Council held June 20, 2022, were approved, as amended, on a motion of Ald. Bergman. Motion carried.

Corporation Counsel: Lonnie Dunn.

#### **PUBLIC FORUM**

No one was present to speak.

#### **PETITION**

By the Quincy Elks Club Lodge #100 requesting to close 2nd Street from Broadway St. to Vermont St. on July 4th from 12:00 p.m. to 10:00 p.m. Barricades needed.

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

#### RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of maintaining the website for the City of Quincy; and,

WHEREAS, CGI Digital's service offering consists of creating a video tour of Quincy including the website; and,

WHEREAS, the service is provided at no charge to the City of Quincy; and,

WHEREAS, CGI Digital obtains their funding from Community Sponsors which they will solicit; now

THEREFORE BE IT RESOLVED, the Technology Committee and the IT Manager recommend to the Mayor and City Council that the Mayor be authorized to sign the 3 year agreement with CGI Digital to be a part of their Community Showcase Video Program.

Corey Dean IT Manager

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

#### **ORDINANCE**

Adoption of an ordinance entitled: An Ordinance 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.)

Ald. Sassen moved for the adoption of the ordinance, seconded by Ald. Rein, and on a roll call the following vote resulted: Yeas: Ald.Bauer, Mays, Freiburg, Sassen, Rein, Mast, Reis. Maples, Holtschlag, Fletcher, Entrup, Bergman. 12. Nay: Ald. Farha. 1. Absent: Ald. Uzelac. 1.

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

#### REPORT OF FINANCE COMMITTEE

	Quincy, Illinois, June 27, 2022		
	Transfers	Expenditures	Payroll
City Hall		7,500.00	31,536.86
Planning & Dev	17,000.00		
Transit	85,700.00		
Building Maintenance		420.95	
Comptroller		0.00	10,925.81
Legal Department		0.00	9,150.92
Commissions		0.00	634.60
IT Department		0.00	8,292.41
Police Department		36,053.82	294,906.72
Fire Department		2,595.83	221,651.20
Public Works		0.00	42,670.02
Engineering		4,770.55	23,604.77
GENERAL FUND SUBTOTAL	102,700.00	51,341.15	643,373.31
Planning and Devel		3,944.28	21,983.04
911 System		0.00	41,349.94
Traffic Signal Fund		136.24	
Econ Dev Growth Fund		70,159.78	
Police Dept. Grants		616.67	
Police Donations Fund		266.60	
Crime Lab Fund		278.54	
Transit Fund		0.00	62,842.34
Special Capital Funds		5,000.00	
Water Fund		49,429.51	76,859.37
Sewer Fund		77,910.51	18,965.37
Quincy Regional Airport Fund		1,277.43	11,712.40
Garbage Fund		19,818.53	13,606.67
Recycle Fund		0.00	6,829.36
Central Garage		15,348.63	23,127.37
Self Insurance		3,615.19	6,465.09
Econ Dev Revolv Loan Fund		5,113.65	
Sister City Commission Fund		610.00	
BANK 01 TOTALS	102,700.00	304,866.71	927,114.26
Motor Fuel Tax		787.50	
ALL FUNDS TOTALS	102,700.00	305,654.21	927,114.26
		Michael Farha	
		Jack Holtschlag	
		Anthony E. Sassen	
		Mike Rein	
		Richie Reis	

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

**Finance Committee** 

#### **MOTION**

Ald. Fletcher moved to allow a block party on Spruce Street, 4th to 5th, from alley going east on 5th Street on July 16th from noon to 8:00 p.m. Barricades needed. Motion carried.

The City Council adjourned at 7:14 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN

City Clerk

#### **AGENDA**

### FIRE ALDERMANIC MEETING TUESDAY, July 5, 2022 City Hall – Caucus Room 6:00 PM

#### **Items of Discussion**

- 1. Public Comments (limit 3 minutes)
- 2. Purchase of 14 sets of bunker gear
- 3. Purchase of Alarm monitoring system for Central Fire Station



## PERSONNEL COMMITTEE MEETING NOTICE

Tuesday, July 5<sup>th</sup>, 2022 6:15 PM

A Personnel Committee meeting will be held Tuesday, July 5, 2022 in the Caucus Conference Room of City Hall at 6:15 p.m.

#### Agenda

- 1. Call Meeting to Order
- 2. Approval of Minutes
- 3. Public Comment (3 minutes)
- 4. Handbook updates
- 5. Performance Reviews
- 6. EXECUTIVE SESSION—per 5 ILCS 120/2(c)(1) Personnel
- 7. Late Additions

Respectfully submitted,

Carrie Potter Human Resources Director

### **Quincy Tree Commission**

THURSDAY, JULY 7, 2022 1:00 PM CITY COUNCIL CHAMBERS CITY HALL (730 MAINE)



### **AGENDA**

- 1. Call the Meeting to Order
- 2. Approval of Minutes from April 7, 2022
- 3. Monthly Forestry Reports
- 4. Ongoing Discussions (if necessary)
  - Membership/Vacancies
  - Budget Update
  - Community Beautification Award
  - Tree City USA/Growth Award
  - Right Tree/Right Place Grants
  - Tree Inventory
- 5. 2022 Arbor Day Tree Planting
  - Jackson/Lincoln Pool
    - Location of Tree
    - Type of Tree
- 6. EAB Treatment
  - Update on May Treatment
  - Feedback from Kinnucan
  - Distribution of Maps for 2023 Treatment Review
  - Future Treatments
- 7. City Tree Sale
  - Select Trees for 2022 Fall Tree Planting Program
  - Determine Number of Trees to Sell
- 8. Items from the Floor
- 9. Public Comment (limited to three minutes
- 10. Adjournment

The next meeting will be held: Thursday, October 6, 2022 at 1 p.m. in Quincy City Hall



### **CITY OF QUINCY**

Department of Utilities & Engineering -

#### AGENDA

#### **Utilities Committee Meeting**

Thursday, July 7, 2022 - 4:00 p.m. City Hall Conference Room #235

- 1. Approval of Minutes
- 2. Public Comment (3 minute limit)
- 3. Old Business
  - Sludge Hauling
  - Capital Planning
- 4. Utility Fund Financial Update
- 5. New Business

#### Water Fund

- Water Meter Purchase
- Late Additions Water

#### Sewer Fund

- WWTP Report
- NPDES Permit Fee
- Late Additions Sewer
- 6. Adjournment



The monthly meeting of the Utilities Committee was held at 4:00 p.m. on Thursday, June 2, 2022, in the Engineering Department Conference Room. Members present were Alderman Dave Bauer, Alderman Parker Freiburg, Alderman John Mast, Dan Cook, and Jacob Venvertloh. Director of Utilities & Engineering Jeffrey Conte, Assistant Corporation Counsel Bruce Alford, Mayor Mike Troup, Director of Administrative Services Jeff Mays, Trampas Price, and Theresa Alford were also present. The meeting was called to order at 4:00 p.m.

#### **Approval of Minutes**

Alderman Mast, seconded by Dan Cook, moved that the minutes from the May 5, 2022, meeting be approved as distributed.

#### **Public Comment**

#### **Utility Fund Financial Update**

Financial update was not available because of computer issues.

#### **New Business**

Water Fund

Chemical Bid

The City recently opened bids for a one-time purchase of one truckload (20-30 tons) of Monosodium Phosphate which is used for control of lead erosion in household plumbing. Two bids were received. The low bid is from Carus Corporation in the amount of \$6,900 per ton. In FY 22, the City paid \$2,020 per ton.

Action: Send to City Council with Committee recommendation.

Motion: Mast Second: Freiburg Motion Carried

Phase III Water Supply Improvement Project Bid Results

The City opened bids for the Phase III Water Supply Improvement Project which includes the demolition of the existing WTP pump station and construction of a new pump station out of the floodplain. Three bids were received with the low bid of \$12,470,000 from Williams Brothers Construction. The low bid is 50% higher than the Engineer's Estimate of \$8.26 million. Conte said the existing building can be redesigned to allow water to flow through the lower level of the building and elevating new equipment to the upper floor. Redesign can be done in house. The Committee discussed bidding and purchasing the pumps now as there is a 12 to 18 month lead time for the casted pumps.

<u>Action</u>: Send low bid to City Council with Committee recommendation.

Motion: Mast Second: Cook Motion Carried

Action: Following further discussion, a motion was made to reconsider the prior

motion and vote.

Motion: Mast Second: Cook Motion Carried

Action: Committee recommends rejecting all bids.

Motion: Mast Second: Freiburg Motion Carried

Action: Request bids for the purchase of new pumps and redesign of project.

Motion: Mast Second: Freiburg Motion Carried

#### Sewer Fund

Wisman Pump Station Control Panel Repair

The chemical feed control panel at the Wisman Standpipe was recently struck by lightning and required repair. The control panel was returned to the manufacturer for repair and replacement of damaged components. The total cost for repair is \$15,720.

Action: Send to City Council with Committee recommendation.

<u>Motion</u>: Venvertloh <u>Second</u>: Freiburg Motion Carried

Waste Water Treatment Plant Report

Trampas Price was in attendance to present the monthly report.

#### Sludge Hauling Contract

The City has received the revised contract. There is a concern that the City will now be required to pay prevailing wage for the disposal of lime sludge. Legal is reviewing the issue. The proposed contract also includes an escalator for fuel charges. More information will be provided at the July meeting.

#### Effluent Sampler

The City's NPDES permit requires the collection of 24 hour composite samples of raw sewage and treated effluent. One of the composite samplers requires replacement. Two quotes were received and the low quote is from Hydro-Kinetics in the amount of \$8,708.00.

Action: Send to City Council with Committee recommendation.

Motion: Cook Second: Venvertloh Motion Carried

#### Adjournment

With no other items to discuss, the meeting was adjourned on a motion by Dan Cook, seconded by Alderman Freiburg.

Respectfully submitted,

Jeffrey Conte, P.E. Director of Utilities & Engineering June 6, 2022

<sup>\*\*</sup>Alderman Mast left the meeting at 4:56 p.m.