

Council Meeting for November 16, 2020



ATTENTION

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

Requests to Speak

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

CITY COUNCIL AGENDA

November 16, 2020

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

SALES TAX REPORT

August, 2020 - \$865,407.85

HOME RULE SALES TAX REPORT

August, 2020 - \$774,347.31

PROCLAMATIONS

State Of Emergency

November 23rd to January 1, 2021 as Project Red Ribbon

RESOLUTIONS

Ward 2 Resolution For Sale Of Non-Essential Property Located At 226 Lind Street. (To Michele Reeves for \$300.00.)

Ward 2 Resolution For Sale Of Non-Essential Property Located At 503 N. 7th Street. (To Steve Williams for \$200.00)

Ward 2 Utilities and Engineering Director recommending approval of the invoice from Keck Plumbing, Inc., in the amount of \$11,125, for emergency sewer repairs at the 800 block of North 14th St.

Truth in Taxation Resolution.

Resolution Accepting Authorizing Execution And Amendment Of Downstate Operating Assistance Grant Agreement.

Resolution Extending The State of Emergency Until December 7, 2020.

ORDINANCES

Adoption of an ordinance entitled:

An Ordinance Amending Title III (Administration Of Chapter 45 (Finance) Of The Municipal Code Of The City Of Quincy Of 2015. (25% of cannabis sales to the Fix and Flatten Program.)

Second presentation of an ordinance entitled:

An Ordinance Authorizing The City Of Quincy, Adams County, Illinois, To Borrow Funds From The Water Pollution Control Loan Program. (not exceed \$5,000,000)

An Ordinance Authorizing The City Of Quincy, Adams County, Illinois, To Borrow Funds From The Public Water Supply Loan Program. (not exceed \$7,000,000)

An Ordinance Amending The 2020-2021 Fiscal Year Budget. (1.8 million in revenue and spending is restored)

REPORT OF FINANCE COMMITTEE

Closed/Executive Session pursuant to 5ILCS 120/2(c)(21), to review past Executive Minutes

CITY OF QUINCY, ILLINOIS

P Official
roclamation

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) has emerged; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can easily spread among people through respiratory transmissions and present symptoms similar to those of influenza; and

WHEREAS, despite efforts to contain COVID-19 cases, the World Health Organization (WHO) and the Centers for Disease Control (CDC) have proclaimed that COVID-19 is a global pandemic and continues to spread; and

WHEREAS, Adams County currently has over 1,000 active cases; and

WHEREAS, as of the date of this Declaration there have been reported at least 936 cases of COVID-19 in Adams County and 34 fatalities; and

WHEREAS, Currently in Adams County there are less than 5% of hospital beds available; and

WHEREAS, the Mayor of the City of Quincy, the Director of the Adams County Emergency Agency and the Administrator of the Adams County Health Department have submitted a Pilot proposal entitled "Adams County Rapid Detection and Isolation Plan" for state approval; and

WHEREAS, if approved, the plan will need coordination of staff and resources between Adams County and the City of Quincy; and

WHEREAS, it is necessary to declare a State of Emergency to deploy City of Quincy staff and resources for a three week period to implement the "Adams County Rapid Detection and Isolation Plan"; and

WHEREAS, a proclamation of a State of Emergency; is only being issued to effectively deploy staff and resources and will not be used in any other provision as outlined in 31.02 B "Emergency Powers" in the Municipal Code of the City of Quincy **DATED** at Quincy, Illinois, the 13th day of November, 2020.

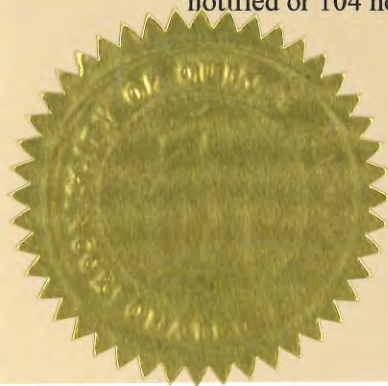
NOW, THEREFORE, I, Mayor Kyle A. Moore, do hereby proclaim a

State of Emergency

in the City of Quincy, Illinois, to exist effective 5:00 PM on Friday, November 13th 2020 until further notified or 104 hours is reached. No curfews or rationing are in place.



Mayor



CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Moore and City Council

FROM: Chuck Bevelheimer

DATE: November 9, 2020

SUBJECT: Sale of 226 Lind St.

On Sunday, October 25th and Wednesday, October 28th the city of Quincy advertised for sale vacant lots owned by the City. City received only one request to purchase 226 Lind Street.

Michelle Reeves submitted a request to purchase the property for \$300. This property in the 1980's belonged to her grandparents. The Reeves plan to clean up the property and remove the 3 large trees, level the land and reseed. After that the family will decide and plan for the property. The Reeves are aware the property is zoned multi-family residential.

The city had demolition lien totaling \$4,349 against the property.

Attached is Michelle Reeves bid requesting City Council consider selling 226 Lind Street and resolution to sell the lot.

Any questions please let me know.

**CITY OF QUINCY COUNCIL RESOLUTION
FOR SALE OF NON-ESSENTIAL PROPERTY
LOCATED AT 226 LIND STREET**

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

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

WHEREAS, the city of Quincy received a judicial deed to 226 Lind Street; and

WHEREAS, Department of Planning and Development advertised the sale of 226 Lind Street; and

WHEREAS, the City received a proposal for the sale of 226 Lind Street from Michele Reeves in the amount \$300.00; and

NOW, THEREFORE BE IT RESOLVED that the City sell 226 Lind Street to Michele Reeves for \$300.00 and she will keep the property clean and appealing condition. The Mayor and City Council authorize the sale and execute the necessary documents to effectuate the sale.

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

PASSED and APPROVED this day of November, 2020.

SIGNED:

ATTEST:

Kyle Moore, Mayor

Jenny Hayden, City Clerk



03/27/2019

CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Moore and City Council

FROM: Chuck Bevelheimer

DATE: November 10, 2020

SUBJECT: Sale of 503 N. 7th Street

On Sunday, October 25th and Wednesday, October 28th the city of Quincy advertised for sale vacant lots owned by the City. City received only one request to purchase 503 N. 7th Street.

Steve Williams submitted a request to purchase the property for \$200. Mr. Williams's family owns real estate at 503 North 7th Street. The Williams plan to maintain the property as green space. Mr. Williams is aware the property is zoned multi-family residential.

The city has no liens against the property.

Attached is Steve Williams bid requesting City Council consider selling 503 N. 7th Street and resolution to sell the lot.

Any questions please let me know.

**CITY OF QUINCY COUNCIL RESOLUTION
FOR SALE OF NON-ESSENTIAL PROPERTY
LOCATED AT 503 NORTH 7th STREET**

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

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

WHEREAS, the city of Quincy received a judicial deed to 503 North 7th Street; and

WHEREAS, Department of Planning and Development advertised the sale of 503 N. 7th Street; and

WHEREAS, the City received a proposal for the sale of 503 N. 7th Street from Steve Williams in the amount \$200.00; and

NOW, THEREFORE BE IT RESOLVED that the City sell 503 N. 7th Street to Steve Williams for \$200.00 and he will keep the property clean and appealing condition. The Mayor and City Council authorize the sale and execute the necessary documents to effectuate the sale.

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

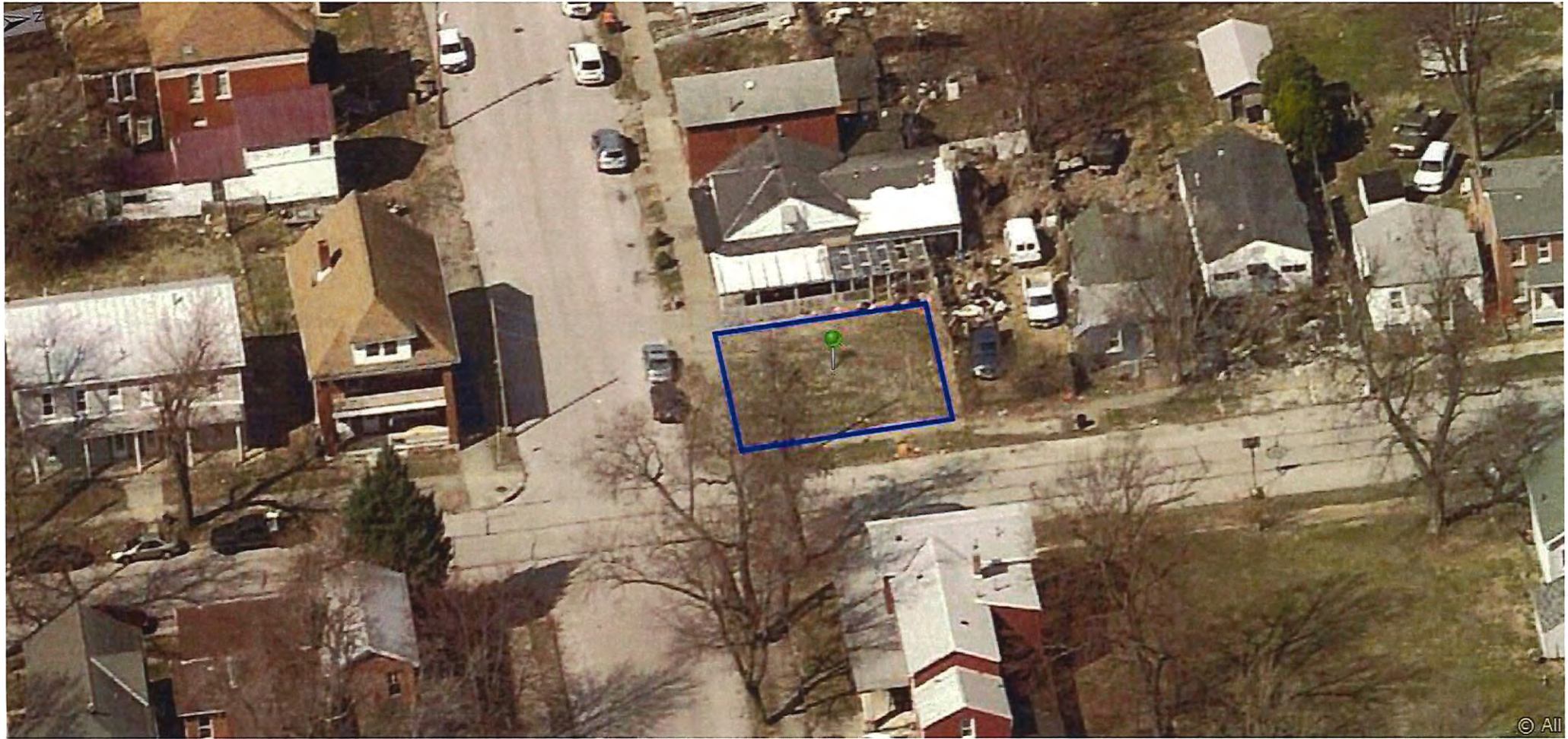
PASSED and APPROVED this day of November, 2020.

SIGNED:

ATTEST:

Kyle Moore, Mayor

Jenny Hayden, City Clerk



503 H 7th St

03/27/2019

RESOLUTION

WHEREAS, a sewer line in the 800 block of North 14th Street recently failed and required immediate repair; and,

WHEREAS, the City of Quincy lacked the equipment and manpower necessary to repair the sewer and Keck Plumbing of Quincy was qualified and available for the emergency sewer excavation under Section 44.056 of the Municipal Code of the City of Quincy; and,

WHEREAS, the repair work has been completed in a satisfactory manner and an invoice received in the amount of \$11,125.00 for all costs associated with this work; and,

WHEREAS, funds for this type of repair are available in the 2020/2021 Sewer Fund fiscal year budget; now,

THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Keck Plumbing, Inc. of Quincy, Illinois in the amount of \$11,125.00 be approved for payment.

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

November 16, 2020



CITY OF QUINCY

Comptroller's Office

SHERI L. RAY
Comptroller

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

MEMORANDUM

TO: City Council
FROM: Sheri Ray
DATE: November 13, 2020
RE: Truth in Taxation Resolution

Please find enclosed the 2020 Truth in Taxation Resolution which will be presented on Monday, November 16, 2020. The Truth-in-Taxation Law establishes that if a taxing district proposes an aggregate levy that is more than 5 percent higher than the total amount of taxes it billed in the previous year, it must publish the required notice in a local newspaper and hold a public hearing.

City Council adopted a resolution on November 9th to fund the pensions at the the higher of the 90% Actuarial Recommended Contribution (ARC). The City collects property tax revenue to fund between 65%-70% of total pensions and to pay for General Obligation bond debt. The preliminary tax levy has been prepared assuming that we use the excess revenues identified in the November 9th Supplemental to contribute \$545,000 towards pension costs. We estimate the 2020 Levy to increase by \$268,558 overall; the aggregate levy is increasing by \$270,269.

We do not anticipate the need for the public hearing since the aggregate levy is only increasing by 4.82%. The overall levy is expected to increase by 3.64%.

	2019 Total Extensions After TIF &EZ	2020 Proposed Levy	Increase Over 2019 Extension	% change
General Corp	0	40,000	40,000	
Fire Pension	2,531,042	2,657,534	126,440	
Police Pension	2,346,723	2,450,499	103,720	
Public Library	732,045	732,045	(9)	
Aggregate Levy	5,609,810	5,880,078	270,151	4.82%
BONDS	1,750,556	1,766,625	(1,593)	-0.09%
Total	7,360,366	7,646,703	268,559	3.64%

Please let me know if you have any questions.

CC: Mayor Kyle Moore,
Corporation Counsel Lonnie Dunn,
DOAS Jeff Mays
City Clerk Jenny Hayden

RESOLUTION

WHEREAS, An Act to provide procedures for public notice and hearing on tax and levy increases, approved and effective July 29, 1981, and known and cited as "The Truth in Taxation Act" (35 ILCS 200/18-55 et seq.), as amended, (the "Act"), requires taxing districts, including the City of Quincy, to disclose by publication and hold a public hearing on their intention to adopt an aggregate levy in amounts more than 105% of the property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year; and

WHEREAS, section 18-60 of the Act requires the corporate authority of each taxing district, not less than twenty (20) days prior to the adoption of its aggregate levy (the "Levy"), to determine the amounts of money, exclusive of any portion of that Levy attributable to the cost of conducting any election required by the general election law ("Election Costs"), estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

WHEREAS, if the estimate of the corporate authority required to be made as provided in section 18-65 of the Act is more than 105% of the amount extended or estimated to be extended, including any amount abated by the corporate authority prior to such extension, upon the levy of the preceding year, exclusive of Election Costs, section 18-70 of the Act requires the corporate authority to give public notice of and hold a public hearing on its intent to adopt a levy which is more than 105% of the extensions, including any amount abated, exclusive of Election Costs, for the preceding year.

WHEREAS, the City Council of the City of Quincy has estimated, based upon the most recently ascertainable information, that the amount necessary to be raised by taxation for the real estate tax year of 2020 is not more than 105% of the amount extended or estimated to be extended upon the levy of the preceding real estate tax year of 2019, exclusive of election costs.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUINCY as follows:

SECTION 1. ESTIMATED LEVY: The City Council hereby determines that the amounts of money, exclusive of conducting an election required by the general election law, estimated to be raised by taxation upon the taxable property of the district for real estate tax year of 2020 is \$5,880,079 which is also proposed "aggregate levy" of the City for such year (that is, corporate and special purpose monies).

SECTION 2. NO HEARING SCHEDULED: In view of the determination of the estimated levy, it is not necessary to schedule, give notice of or hold a public hearing on the intent of the City Council to adopt a levy.

SECTION 3. EFFECTIVE DATE: This resolution shall be in full force and effect immediately upon its passage.



**City of Quincy
Quincy Transit Lines**

**2020 Jennifer Road
Quincy IL 62301**

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

November 10, 2020

**Mayor Kyle Moore
Honorable City Council Members**

Included on the Agenda for November 16, 2020 is a Resolution authorizing the acceptance of the Downstate Operating Assistance Agreement.

This is commonly referred to as our DOAP funding. This is the State contract from which we draw down operating assistance money to support Quincy Transit Lines. These funds pay for between 65% of our annual expenses. The grant amount for this fiscal year is \$2,724,257.00. In conjunction with this Grant we also receive a Federal Operating grant of in the amount of \$600,253. We have also received a CARES Grant from the Federal Government in the amount of \$2,261,960.00 that will pay our Operating expenses at 100%. The combined amounts from these grants pay for between 85% and 90% of the Quincy Transit Lines operations.

This contract is something we do annually at around this time of year and codifies the obligations between the City and the State of Illinois. The funds from this grant have been paid to the City for the past year even though the State budget has been a question mark. Every indication that we have gotten this year is that the funds are available and will be paid to the City as the contract indicates.

If you have questions please feel free to contact me at your convenience.

**Marty Stegeman
Director of Transportation
2020 Jennifer Rd.
Quincy, Il 62301
217-228-4567
217-430-5587**

**RESOLUTION ACCEPTING AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE
OPERATING ASSISTANCE GRANT AGREEMENT**

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) (“Act”) authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

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

NOW THEREFORE, BE IT RESOLVED BY THE City of Quincy on behalf of the Quincy Transit Lines:

Section 1. That the City of Quincy enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2021 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Mayor of the City of Quincy, or the Director of Quincy Transit Lines or the Director of the Department of Planning & Development, is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the City of Quincy for such assistance for fiscal year 2021.

Section 3. That the Mayor of the City of Quincy, or the Director of Quincy Transit Lines or the Director of the Department of Planning & Development is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2021.

Section 4. That while participating in said operating assistance program, the City of Quincy shall provide all required local matching funds.

PRESENTED AND ADOPTED this _____ day of September, 2021.

AUTHORIZED OFFICIAL

ATTEST

Mayor City of Quincy

Date

Resolution Extending the State of Emergency until December 7th, 2020

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (COVID-19) has emerged; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can easily spread among people through respiratory transmissions and present symptoms similar to those of influenza; and

WHEREAS, despite efforts to contain COVID-19 cases, the World Health Organization (WHO) and the Centers for Disease Control (CDC) have proclaimed that COVID-19 is a global pandemic and continues to spread; and

WHEREAS, Adams County currently has over 1,000 active cases

WHEREAS, as of the date of this Declaration there have been reported at least 936 cases of COVID-19 in Adams County and 34 fatalities;

WHEREAS, Currently in Adams County there are less than 5% of hospital beds available and

WHEREAS, the Mayor of the City of Quincy, the Director of the Adams County Emergency Agency and the Administrator of the Adams County Health Department have submitted a Pilot proposal entitled “Adams County Rapid Detection and Isolation Plan” for state approval

WHEREAS, if approved, the plan will need coordination of staff and resources between Adams County and the City of Quincy

WHEREAS, it is necessary to declare a State of Emergency to deploy City of Quincy staff and resources for a three week period to implement the “Adams County Rapid Detection and Isolation Plan”

WHEREAS, a proclamation of a State of Emergency ; is only being issued to effectively deploy staff and resources and will not be used in any other provision as outlined in 31.02 B “Emergency Powers” in the Municipal Code of the City of Quincy

IS HEREBY RESOLVED that for the purpose of deploying city resources and personnel to implement the “Adams County Rapid Testing and Isolation Plan” the members of the Quincy City Council, extend the State of Emergency declared by the Mayor until December 7th, 2020

Passed and approved this _____ day of _____, 2020.

Ayes:

Nays:

Absent:

SIGNED:

Kyle Moore, Mayor

ATTEST:

Jenny Hayden, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE III (ADMINISTRATION)
OF CHAPTER 45 (FINANCE) OF THE
MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015**

WHEREAS, the City of Quincy (the “City”); is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970; and

WHEREAS, the City is empowered to enact legislation pertaining to its local government affairs as is deemed necessary in the best interest of the City; and

WHEREAS, the City has an interest in the revitalization of blighted properties within the City and desires to restore said properties for the benefit of the community which among other benefits reduces crime; and

WHEREAS, The Cannabis Regulation and Tax Act, as amended by P.A. 101-0593 (410 ILCS 705 et. seq.), provides in part that on and after July 1, 2020, the corporate authorities of any county or municipality may, by ordinance, impose a County and Municipal Cannabis Retailers’ Occupation Tax (MCROT); and

WHEREAS, §45.150 of the City’s Municipal Code imposes upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in the City, a rate of 3% of the gross receipts from cannabis sales made in the course of that business; and

WHEREAS, the City desires to set aside twenty-five percent of monies collected pursuant to §45.150 of the City’s Municipal Code to fund the City’s fix and flatten program.

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

Section 1. The foregoing recitals represent the purpose and intent of this Ordinance and as such shall be incorporated as though fully set forth herein. In the event of any ambiguity or invalidity regarding the enforcement of this Ordinance, it is the intent of the corporate authorities that this Ordinance be liberally construed or reformed to accomplish the purpose and intent so described.

Section 2. There is hereby added to Chapter 45 (finance), Section 152, which is to be read as follows:

§ 45.152 PROCEEDS TO FUND FIX AND FLATTEN PROGRAM

Twenty-five percent of the taxes collected by the City of Quincy pursuant to §45.150 shall be set aside to fund the City’s Fix or Flatten Program.

Section 3. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

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

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this ____ day of _____, 2020.

ORDINANCE AUTHORIZING LOAN AGREEMENT

ORDINANCE NUMBER _____

AN ORDINANCE authorizing the City Quincy, Adams County, Illinois, to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the City of Quincy, Adams County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of the Illinois Constitution Article VII, Section 6 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Quincy (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Replacement and modification of combined sewer flow diversion structures, select sewers and other structures to maximize the flow of combined sewage to the wastewater treatment plant

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Quincy, which Project has a useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$5,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Quincy from the Water Pollution Control Loan Program through the Illinois Environmental Protection

Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Quincy is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$5,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Quincy shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Quincy and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Quincy of Adams, County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Quincy to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Quincy in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$5,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the

System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Quincy may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Quincy to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF City of Quincy

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Quincy pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Quincy within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by

reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

The City of Quincy has outstanding bonds that are payable from revenues of the system but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF [MAYOR/PRESIDENT] TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the Corporate Authorities on

_____, 2020.

APPROVED _____, 2020

Mayor
City of Quincy
Adams County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 2020.

RECORDED in the City of Quincy Records on _____, 2020.

ATTEST:

City Clerk
City of Quincy
Adams County, Illinois

CERTIFICATION

I, Virginia Hayden, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Quincy. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as _____, passed by the City Council of the City of Quincy on the _____ day of _____, 2020, and approved by the Mayor of the City of Quincy on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Quincy.

Dated this _____ day of _____, 2020.

Clerk of the City of Quincy

ORDINANCE AUTHORIZING LOAN AGREEMENT

ORDINANCE NUMBER _____

AN ORDINANCE authorizing the City of Quincy, Adams County, Illinois, to borrow funds from the Public Water Supply Loan Program

WHEREAS, the City of Quincy, Adams County, Illinois, operates its public water supply system (“the System”) and in accordance with the provisions of the Illinois Constitution Article VII, Section 6 and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Quincy (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Demolition of the existing water treatment plant pumps stations and construction of replacement raw water pumping and finished water pump stations; elevation of the pump station site, raw water intake wells and access road; construction of interconnecting piping and a finished water clearwell bypass; replacement of chemical feed systems

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Quincy, which Project has a useful life of thirty years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$7,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 662, which does not exceed the maximum rate authorized by the Bond Authorization Act, as

amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in twenty years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Quincy from the Public Water Supply Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Quincy is authorized to borrow funds from the Public Water Supply Loan Program in the aggregate principal amount of \$7,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Quincy shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Quincy and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Quincy of Adams County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Quincy to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of

constructing the Project, it is hereby authorized that funds be borrowed by the City of Quincy in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$7,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Quincy may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Quincy to pay the principal and interest due to the Public Water Supply Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF City of Quincy

Repayment of the loan to the Illinois Environmental Protection Agency by the City of

Quincy pursuant to this Ordinance is to be solely from the revenue derived from the revenues of the System, and the loan does not constitute an indebtedness of the City of Quincy within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Public Water Supply Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 662.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Public Water Supply Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

The City of Quincy has outstanding bonds that are payable from revenues of the system but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF MAYOR TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any

documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the Corporate Authorities on
_____, 2020.

APPROVED _____, 2020

Mayor
City of Quincy
Adams County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 2020.

RECORDED in the City of Quincy Records on _____, 2020.

ATTEST:

City Clerk
City of Quincy
Adams County, Illinois

CERTIFICATION

I, Virginia Hayden, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Quincy. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as _____, passed by the City Council of the City of Quincy on the _____ day of _____, 2020, and approved by the Mayor of the City of Quincy on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Quincy.

Dated this _____ day of _____, 2020.

Clerk of the City of Quincy



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: November 6, 2020
SUBJECT: Supplemental Budget Ordinance

I have submitted the attached Budget Amendment Ordinance to the City Clerk for placement on the agenda for the November 9, 2020 Council Meeting.

The main purpose of this supplemental is to account for the additional General Fund revenues that have exceeded the adopted budget and allocate those revenues to restore spending cuts made by the City in June. Bottom line, just over \$1.8 million in revenue and spending is restored.

The revenue increase is calculated by six-month data which supports the revised projections, as well as from the November IML revised forecast as of October. Notably, the \$1.2 million cut in Personal Property Replacement Tax revenues is **NOT** anticipated to be restored. The additional revenue comes primarily from the following sources:

	FY20	FY21 June	Supplemental	Increase
Sales Tax	\$10,149,885	\$9,228,300	\$10,128,300	\$900,000
Income Tax	\$ 4,403,980	\$3,839,865	\$ 4,139,865	\$300,000
Use Tax	\$ 1,402,070	\$1,442,472	\$ 1,642,472	\$200,000
Purchase Tax Gen	\$ 6,928,550	\$7,372,781	\$ 7,472,603	\$100,000
Purchase Tax Cap	\$ 2,309,517	\$ 911,243	\$ 1,211,421	\$300,000

In accordance with the increased revenues, this proposal will restore a number of items reduced from our April and June spending cuts (notably vehicle replacement and fix/flatten funds) and direct additional resources to our health insurance fund, our fire and police pensions, and salary lines for union (per contracts) and non-union personnel. A detailed listing will accompany this memo.

If you have any additional questions, please contact me.

CC: Lonnie Dunn, Corporation Counsel
City Clerk Jenny Hayden
Jeff Mays

Abbreviated Supplemental

FUND

001 General Fund/Capital Projects Fund ADDITIONAL REVENUES

Sales Tax	900,000
Income Tax	300,000
Use Tax	200,000
001/301 Purchase Tax	400,000

Total Revenue Increase 1,800,000

001 General Fund/Capital Projects Fund ADDITIONAL EXPENSES

Health Insurance plus subsidies	431,865
City Clerk Salary	(25,000)
Subsidy P&D salary	25,000
Treasurer Contract Azavar	15,000
Police Clerical Salary	30,000
Police Patrol Salary	100,000
Nuisance Abatement Salary	30,000
Restore Fix/Flatten	80,000
Vehicle Replacement Funding	63,000
Fire Capital outlay washer	26,000
Fire Fleet Maint	10,000
Fire Salary	90,000
Bldg Maint - cont svcs (alarm)	7,000
2.5% mid-yearsalaries plus subsidies	42,839
Tx Ley Rstrct FY21 pensions	545,000
301 Neighborhood Enhanc	79,296
QPD radios	205,000
Woodland Cemetary Eng	10,000
IT Storage	35,000

Total Expense Increase 1,800,000

612 HEALTH INSURANCE FUND ADDITIONAL REVENUES

Loan Proceeds	840,000
Employer Health Premiums	574,000

Total Revenue Increase 1,414,000

HEALTH INSURANCE FUND ADDITIONAL EXPENSES

Health Insurance Claims	1,200,000
Health Insurance - Fixed Costs	214,000

Total Expense Increase 1,414,000

511 Airport Revenue: Loan proceeds	1,500,000
Airport Expense: Infrastructure	1,500,000

*Note:
The purpose of this sheet is to summarize budget increases.*

Health Insurance increase and salary increases affect multiple line item which are detailed in the Exhibit "Nov 9 Supplemental."

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020-2021 FISCAL YEAR BUDGET

WHEREAS, the City Council of the City of Quincy, Adams County, Illinois, hereinbefore adopted Ordinance No. 20-13, an annual budget for general corporate and special corporate purposes for the City of Quincy for the fiscal year beginning May 1, 2020 and ending April 30, 2021; 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, in June the budget was revised due to the expected revenue shortfall caused by the Coronavirus pandemic and the governor’s extended shut-down; and,

WHEREAS, after six months revenue is trending above the budgeted reduction, and the Illinois Municipal League issued revised revenue projections as of October 2020 that support the revenue adjustment to increase certain revenue line items; and,

WHEREAS, the revenue increase will allow for certain increases in expenses to restore budget reductions and will increase the overall budget; and,

WHEREAS, the Health Insurance Fund has been approved for a loan and an internal premium increase that will generate additional revenues; and,

WHEREAS, these additional revenues will be used to increase the budget for health claims; 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. 20-13 of the City of Quincy, be and is hereby amended by authorizing the increase/decrease in revenues and expenditure as follows:
2. See attached exhibit named “Supplemental Detail Proposed Nov 9, 2020” that includes all line items to be increased/decreased by this budget amendment.
3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in accordance with law.

ADOPTED _____

City Clerk

APPROVED _____

Mayor

Officially published in pamphlet form this _____ day of _____, 2020.

	Account Number	Current Budget	Add'l Revenues	Add'l Expenses	Revised Budget
Sales Tax	001-0000-314-02-03	9,228,300	900,000	-	10,128,300
Income Tax	001-0000-314-02-01	3,839,865	300,000	-	4,139,865
Use Tax	001-0000-314-02-04	1,442,472	200,000	-	1,642,472
GF Purchase Tax	001-0000-314-01-01	7,372,781	100,000	-	7,472,781
Cap Purch Tax	301-0000-314-01-01	911,243	300,000	-	1,211,243
			1,800,000	-	
				-	
Neigh Enh	301-3152-403-53-08	1,707,096		79,296	1,786,392
QPD radio	301-2110-402.52-05	-		205,000	205,000
IT storage	301-1901-401.52-04	-		35,000	35,000
Woodlawn	301-3152-403.31-04	191,734		10,000	201,734
					-
	Committ to Pensions	-		545,000	545,000
	001-1101-401.21-01	87,047		16,692	103,739
	001-1301-401.11-01	133,417		464	133,881
	001-1301-401.22-01	8,606		35	8,641
	001-1301-401.23-01	15,242		51	15,293
	001-1301-401.21-01	20,093		2,982	23,075
	001-1302-401.11-01	153,602		1,650	155,252
	001-1302-401.22-01	10,485		126	10,611
	001-1302-401.23-01	11,323		181	11,504
	001-1302-401.21-01	43,719		7,231	50,950
Azavar	001-1302-401.39-08	20,000		15,000	35,000
	001-1303-401.11-01	131,198		(16,132)	115,066
	001-1303-401.22-01	8,862		(1,234)	7,628
	001-1303-401.23-01	15,695		(1,604)	14,091
	001-1303-401.21-01	30,140		117	30,257
	001-1401-401.11-01	72,675		956	73,631
	001-1401-401.22-01	4,925		73	4,998
	001-1401-401.23-01	8,723		105	8,828
	001-1401-401.21-01	14,827		1,328	16,155
	001-1402-401.11-01	40,163		551	40,714
	001-1402-401.22-01	2,963		42	3,005
	001-1402-401.23-01	5,247		61	5,308
	001-1402-401.21-01	18,407		1,961	20,368
Alarm systems	001-1403-401.39-08	-		7,000	7,000
	001-1403-401.21-01	10,047		1,473	11,520
	001-1501-401.11-01	195,426		2,575	198,001
	001-1501-401.22-01	14,351		197	14,548
	001-1501-401.23-01	25,416		283	25,699
	001-1501-401.21-01	43,281		3,586	46,867
	001-1601-401.11-01	78,852		949	79,801
	001-1601-401.22-01	5,070		73	5,143
	001-1601-401.21-01	18,407		2,557	20,964
	001-1602-401.11-01	61,500		740	62,240
	001-1602-401.22-01	3,954		57	4,011
	001-1602-401.23-01	7,003		81	7,084
	001-1603-401.11-01	54,791		660	55,451
	001-1603-401.22-01	3,523		50	3,573
	001-1901-401.11-01	247,106		3,356	250,462
	001-1901-401.22-01	18,002		257	18,259
	001-1901-401.23-01	31,881		369	32,250
	001-1901-401.21-01	56,907		9,820	66,727

Account Number	Current Budget	Add'l Revenues	Add'l Expenses	Revised Budget
001-2110-402.11-01	244,355		103,728	348,083
001-2110-402.22-02	3,491		54	3,545
001-2110-402.21-01	37,432		7,689	45,121
001-2111-402.11-01	449,252		19,337	468,589
001-2111-402.22-01	33,129		5,320	38,449
001-2111-402.23-01	57,106		9,060	66,166
001-2111-402.21-01	65,060		13,705	78,765
001-2112-402.21-01	897,464		125,399	1,022,863
001-2115-402.11-01	72,643		598	73,241
001-2115-402.22-01	5,198		46	5,244
001-2115-402.23-01	9,205		66	9,271
001-2115-402.21-01	26,957		1,266	28,223
001-2116-402.21-01	14,827		2,174	17,001
001-2210-402.11-01	170,311		-	170,311
001-2210-402.22-02	3,367		-	3,367
001-2210-402.21-01	35,330		4,098	39,428
001-2211-402.11-01	84,769		1,240	86,009
001-2211-402.22-01	6,388		95	6,483
001-2211-402.23-01	11,314		136	11,450
001-2211-402.21-01	20,093		3,118	23,211
001-2212-402.11-01	3,288,531		93,494	3,382,025
001-2212-402.22-02	74,084		51	74,135
001-2212-402.21-01	724,526		115,250	839,776
001-2212-402-36-01	40,035		10,000	50,035
001-2212-402-52-05	2,000		26,000	28,000
001-2214-402.11-01	78,389		-	78,389
001-2214-402.21-01	17,665		2,604	20,269
001-3110-403.11-01	130,753		1,481	132,234
001-3110-403.22-01	9,451		113	9,564
001-3110-403.23-01	16,737		163	16,900
001-3110-403.21-01	33,477		4,238	37,715
001-3112-403.21-01	56,907		9,084	65,991
001-3116-403.21-01	348,764		2,922	351,686
001-3117-403.11-01	42,670		22,000	64,670
001-3117-403.22-01	5,044		1,700	6,744
001-3117-403.23-01	5,749		2,200	7,949
001-3117-403.21-01	18,407		4,100	22,507
001-3152-403.21-01	26,543		11,127	37,670
001-3712-404.11-01	294,873		3,861	298,734
001-3712-404.22-01	21,611		295	21,906
001-3712-404.23-01	38,272		424	38,696
001-3712-404.21-01	87,184		12,943	100,127
trfr to 201	001-1801-491-62-02	376,160	123,565	499,725
trfr to 202	001-1801-491-62-03	771,667	20,241	791,908
trfr to 533	001-1801-491-62-63	113,775	12,542	126,317
trfr to 534	001-1801-491-62-66	272,076	5,526	277,602
trfr to 601	001-1801-491-62-31	250,212	14,932	265,144
veh replac	001-3112-403-36-05	-	32,440	32,440
veh replac	001-3152-403-36-05	-	30,560	30,560
			1,800,000	
	201-0000-391-01-01	376,160	123,565	499,725
	201-2411-402-11-01	205,746	2,631	208,377

	Account Number	Current Budget	Add'l Revenues	Add'l Expenses	Revised Budget
	201-2411-402-22-01	14,609		201	14,810
	201-2411-402-23-01	25,872		289	26,161
	201-2411-402.21-01	48,547		6,944	55,491
legal	201-2411-402-31-02	-		20,000	20,000
landfill	201-2411-402-33-02	11,100		20,000	31,100
demos	201-2411-402-37-01	25,000		30,000	55,000
	201-2411-402-61-04	6,000		10,000	16,000
	201-6310-408.11-01	164,082		19,344	183,426
	201-6310-408.22-01	12,503		1,480	13,983
	201-6310-408-23-01	22,142		1,957	24,099
	201-6310-408.21-01	43,281		10,719	54,000
			123,565	123,565	
	202-0000-391-01-01	771,677	20,241		791,918
	202-2310-402.21-01	158,981		20,241	179,222
			20,241	20,241	
	204-2310-402.52-04	1,400,447		(6,747)	1,393,700
	204-2310-402-21-01	48,399		6,747	55,146
	250-3414-403.36-01	883,916		(48,480)	835,436
	250-3410-403-11-01	116,534		1,518	118,052
	250-3410-403-22-01	7,524		116	7,640
	250-3410-403-23-01	9,780		167	9,947
	250-3410-403.21-01	28,454		3,054	31,508
	250-3412-403-11-01	87,909		740	88,649
	250-3412-403-22-01	6,568		57	6,625
	250-3412-403-23-01	10,907		81	10,988
	250-3412-403.21-01	35,867		4,026	39,893
	250-3413-403.21-01	228,203		35,534	263,737
	250-3415-403-11-01	98,776		488	99,264
	250-3415-403-22-01	7,099		37	7,136
	250-3415-403-23-01	12,572		54	12,626
	250-3415-403.21-01	23,990		2,608	26,598
	501-3155-411-52-05	245,718		(62,790)	182,928
	501-3155-411-11-01	561,238		2,002	563,240
	501-3155-411-22-01	44,864		153	45,017
	501-3155-411-23-01	79,453		220	79,673
	501-3155-411.21-01	132,590		17,251	149,841
	501-3156-411.21-01	66,954		8,903	75,857
	501-3310-411-11-01	148,326		1,476	149,802
	501-3310-411-22-01	12,717		113	12,830
	501-3310-411-23-01	22,521		162	22,683
	501-3310-411.21-01	30,953		4,054	35,007
	501-3312-411.21-01	30,140		5,673	35,813
	501-3314-411-11-01	493,125		2,884	496,009
	501-3314-411-22-01	39,657		221	39,878
	501-3314-411-23-01	70,231		317	70,548
	501-3314-411.21-01	123,168		19,361	142,529
	502-3322-412-52-03	500,000		(22,698)	477,302
	502-3153-412.21-01	21,770		4,969	26,739

	Account Number	Current Budget	Add'l Revenues	Add'l Expenses	Revised Budget
	502-3157-412-11-01	403,489		346	403,835
	502-3157-412-22-01	30,200		26	30,226
	502-3157-412-23-01	57,415		38	57,453
	502-3157-412.21-01	113,636		17,319	130,955
loan proceeds	511-0000-392-03-00	-	1,500,000		-
infra	511-4314-413-53-09	1,663,835		1,500,000	3,163,835
CARES	511-0000-381.03-05	706,138	21,469		706,138
	511-4310-413-11-01	86,249		854	87,103
	511-4310-413-12-01	-		7,460	7,460
	511-4310-413-22-01	5,776		665	6,441
	511-4310-413-23-01	10,230		3,564	13,794
	511-4310-413.21-01	10,047		1,288	11,335
	511-4313-413.21-01	56,907		7,638	64,545
			1,521,469	1,521,469	
	533-0000-391-01-01	113,775	12,542		113,775
	533-3113-403-11-01	333,945		173	334,118
	533-3113-403-22-01	25,007		13	25,020
	533-3113-403-23-01	44,286		19	44,305
	533-3113-403.21-01	94,796		12,337	107,133
	534-0000-391-01-01	272,076	5,526	5,201	277,277
	534-3114-403-11-01	185,490		173	185,663
	534-3114-403-22-01	13,240		133	13,373
	534-3114-403-23-01	23,448		19	23,467
	534-3114-403.21-01	52,948		5,201	58,149
	601-0000-391-01-01	250,212	14,932	14,309	264,521
	601-3115-403-11-01	359,680		525	360,205
	601-3115-403-22-01	27,875		40	27,915
	601-3115-403-23-01	49,366		58	49,424
	601-3115-403.21-01	102,896		14,309	117,205
	611-0000-361.05-04	2,138,176	6,556	-	2,138,176
	611-3810-401-11-01	97,850		1,288	99,138
	611-3810-401-22-01	6,729		98	6,827
	611-3810-401-23-01	11,917		141	12,058
	611-3810-401.21-01	10,047		888	10,935
	611-3811-401-11-01	82,788		1,112	83,900
	611-3811-401-22-01	5,879		85	5,964
	611-3811-401-23-01	10,412		122	10,534
	611-3811-401.21-01	18,413		2,822	21,235
Loan proceeds	612-0000-392-03-00	-	840,000	840,000	840,000
premiums	612-0000-361.05-06	4,238,591	574,000	574,000	4,812,591
Claims	612-3812-401.21-06	4,372,860		1,200,000	5,572,860
Fixed costs	612-3812-401.21-07	660,831		214,000	874,831

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, November 9, 2020

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

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

The following members were physically present: Ald. McKiernan, Entrup, Bergman, Bauer, Finney, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 11.

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

The minutes of the regular meetings of the City Council held November 2, 2020, and the Town Business minutes of October 13, 2020, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal: Corporation Counsel Lonnie Dunn.

Ald. Bauer moved the City Council sit as a Town Board. Motion carried.

TOWN BUSINESS

The Deputy City Clerk presented and read the following:

Registered Requests to Speak

No one registered to speak.

Report Of The Quincy Township Supervisor For General Assistance For The Month Of October, 2020.

DISBURSEMENTS

Relief Orders were issued to 13 cases containing 21 individuals at an average grant per case of \$391.15

\$ 5,084.98

CASH ACCOUNT

Balance October 1, 2020

GA Checking \$ 6,630.17

GA Money Market 127,446.95

Interest 15.71

Total \$ 134,092.83

Obligations paid during the month

\$ (5,084.98)

Balance October 31, 2020

\$129,007.85

Cindy Brink

Supervisor of Quincy Township

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

Dave Bauer

Jeff Bergman

Ben Uzelac

Ald. Bauer, seconded by Ald. Uzelac, moved the report be received and vouchers be issued for the payment of disbursements and administrative bills for the various amounts, and on the roll call each of the 14 Aldermen voted yea. Motion carried.

Report of the Town of Quincy Auditing Committee Bill Payments for All Vendors November 2020

<u>Vendor</u>	<u>Amount</u>
Adams	384.18
Alarm Systems	47.50
Ameren Illinois	85.64
City of Quincy Self Insurance	36.54
Digital Copy Systems	30.67
Illinois School Supply	247.27
Marco Assessor	41.50
O'Donnell's	56.00
Salisbury and Associates Inc.	550.00
Township Officials of Illinois Conference	99.00
	<u>\$1,578.30</u>

Committee:
Dave Bauer
Jeff Bergman
Ben Uzelac

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

**An Ordinance Establishing Salaries Of Township Supervisor,
Township Assessor, Township Clerk and Town Trustees**

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

The Deputy City Clerk read the ordinance by its title.

Ald. Bauer moved the adoption of the ordinance, seconded by Ald. Uzelac, and on the roll call each of the 14 Aldermen voted yea.

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

The meeting resumed its sitting as a City Council on motion of Ald. Bauer.

PETITIONS

By Charles T Marx requesting consideration for a zoning change from C1A (Limited Commercial) to C1B (Limited Commercial) on property located at 1401 Harrison Street and for a zoning change from C1A (Limited Commercial) to C1B (Limited Commercial) on property located at 1405 Harrison Street to allow for the installation of an ATM and for possible future development (including bank related services).

Ald. Reis moved the petition be received and referred to the Plan Commission for study and to report back. Motion carried.

By Steve Williams requesting consideration for a special permit for a planned development to operate a window tinting business at 1629 South 57th Street and to store solar light tower trailers at 1629 South 57th Street presently zoned RU1.

Ald. Rein moved the petition be received and referred to the Plan Commission for study and to report back. Motion carried.

**REQUIRED REPORTING TO MUNICIPALITY
BY THE QUINCY FIREFIGHTERS PENSION BOARD**

Fiscal Year Ended April 30, 2020

1. Total Assets as of April 30, 2020¹

	<u>At Fair Market Value</u>
Cash/Short Term Investments	\$ 417,829
US Treasuries & US Agencies	\$ 10,392,231
State and Local Obligations	\$ 3,116,600
Mutual Funds	\$ 2,986,140
Common Stock	\$ 17,586,492
Insurance Annuity Contracts	\$ 0
Receivables less Liabilities	\$ 86,925
Total Assets at Fair Market Value	\$ 34,586,218

Gains/Losses not yet recognized	\$	1,024,512
Actuarial Value of Assets, 4/30/2020	\$	33,712,135

2. Income²

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll	\$	413,028
Employer Contributions and all other sources	\$	3,758,472
Total	\$	4,171,500

3. Expenses

Estimated amount required during the next succeeding fiscal year to:

a) Pay all pensions and other obligations provided in this Article ²	\$	4,323,261
---	----	-----------

Footnotes:

¹Figures taken from pages 8-9, Annual Statement, Fiscal Year 2019-2020

²Figures estimated from Monthly Treasurer's Report, as of October 15, 2020

³Figures taken from IDOI Actuarial Report as of April 30, 2020

⁴Figures taken from Lauterbach & Amen Actuarial Valuation Report 2020

b) Meet the annual requirements of the fund as provided in Sections 4-118

Levy – Tax Year 2019	\$3,758,472
----------------------	-------------

Levy - Tax Year 2020⁴ \$4,051,587

4. Investment Information⁴

Fiscal Year Ended April 30, 2020

Actual Net Income/(Loss) received from investment of net assets	\$	(1,660,531)
Assumed Investment Return		6.50 %
Market Value of Assets Rate of Return (Net of Administrative Expenses)		0.06 %
Actuarial Asset Rate of Return (Net of Administrative Expenses)		5.80 %

Fiscal Year Ended April 30, 2019

Actual Net Income/(Loss) received from investment of net assets	\$	2,569,938
Assumed Investment Return		6.50 %
Market Value of Assets Rate of Return (ANI/Beginning Net Assets)		7.26 %
Actuarial Asset Rate of Return		7.08 %

5. Participants⁴

Total number of Active Employees that are financially contributing to the fund:	60
---	-----------

6. Benefit Disbursements⁴

Payments to beneficiaries for fiscal year ended April 30, 2019

	<u>Annuitants</u>	<u>Total Amount</u>
(i) Annuitants in receipt of a regular retirement pension	55	\$ 3,068,868
(ii) Recipients being paid a disability pension	15	\$ 686,748
(iii) Survivors and children in receipt of benefits	16	\$ 434,964
(iv) Terminated Vested	1	\$ 9,108
Total Benefits		\$ 4,199,688

7. Funding Ratio as of May 1, 2020⁴ 38.93%

8. Unfunded Accrued Liability as of May 1, 2020⁴ \$53,248,598

The Unfunded Accrued Liability is the excess of the Accrued Liability over the value of the Firefighters' Pension Fund assets. The Accrued Liability represents the present value of projected future plan benefits that are to be provided.

9. Investment Policy

Illinois State Statutes restrict the types of investments that can be held by a fire pension fund. The Quincy Firefighters Pension Fund has adopted its own investment policy that takes into account the statutory restrictions and provides further guidance.

Certification

We, the Trustees of the Quincy Firefighters Pension Board, Quincy, Illinois, do hereby certify that this document is a true and correct copy of "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/4-134.

Witnessed this 16th day of November, 2020.

David H. Horman, President

Paul D. Mason, Secretary

David M. Harman, Trustee

Greg Dreyer, Trustee

Sheri L. Ray, Trustee

Linda K. Moore, Treasurer

Ald. Reis moved the report be received and filed. Motion carried.

**REQUIRED REPORTING TO MUNICIPALITY
BY THE QUINCY POLICE PENSION BOARD**

Fiscal Year Ended April 30, 2020

1. Total Assets as of April 30, 2020¹

	<u>At Fair Market Value</u>
Cash/Short Term Investments	\$ 2,024,243
US Treasuries & US Agencies	\$ 7,834,773
State and Local Obligations	\$ 5,139,120
Mutual Funds	\$ 22,185,222
Common Stock	\$ 0
Insurance Annuity Contracts	\$ 0
Receivables less Liabilities	\$ 100,906
Total Assets at Fair Market Value	\$ 37,284,283
Gains/Losses not yet recognized	\$ (1,167,515)
Actuarial Value of Assets, 4/30/2020	\$ 36,234,256

2. Income²

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll	\$ 574,620
Employer Contributions and all other sources	\$ 3,347,931
Total	\$ 3,922,551

3. Expenses

Estimated amount required during the next succeeding fiscal year to:

- a) Pay all pensions and other obligations provided in this Article² \$ 4,227,285
- b) Meet the annual requirements of the fund as provided in Sections 3-125 AND 3-127

Levy – Tax Year 2019 \$ 3,347,931

Levy - Tax Year 2020 \$3,622,134

4. Investment Information⁴

Fiscal Year Ended April 30, 2020

Actual Net Income/(Loss) received from investment of net assets	\$ (2,466,502)
Assumed Investment Return	6.50 %
Market Value of Assets Rate of Return	

(ANL/Beginning Net Assets) (0.21) %

Footnotes:

¹Figures taken from FY20 Annual Report to IDOI

²Estimates taken from Monthly Treasurers Report, as of October 15, 2020

³Figures taken from Annual IDOI Actuarial Reports

⁴Figures taken from 2020 Lauterbach & Amen Actuarial Valuation Report

Actuarial Asset Rate of Return
(Net of Admin Expenses) 3.40 %

Fiscal Year Ended April 30, 2019

Actual Net Income/(Loss) received from
investment of net assets \$ 1,809,580

Assumed Investment Return 6.50 %

Market Value of Assets Rate of Return
(ANI/Beginning Net Assets) 4.94 %

Actuarial Asset Rate of Return 4.54 %

5. Participants⁴

Total number of Active Employees that are
financially contributing to the fund: 73

6. Benefit Disbursements⁴

Payments to beneficiaries for fiscal year ended April 30, 2020

Annuitants Present Value

(i)	Annuitants in receipt of a regular retirement pension	55	\$ 3,006,636
(ii)	Recipients being paid a disability pension	7	\$ 336,761
(iii)	Survivors and children in receipt of benefits	17	\$ 637,272
(iv)	Terminated Vested	6	\$ 160,932
	Total Benefits		\$ 4,079,160

7. Funding Ratio as of May 1, 2020⁴ 44.25%

**8. Unfunded Accrued Liability as of
May 1, 2020⁴** \$44,923,550

The Unfunded Accrued Liability is the excess of the Accrued Liability over the value of the Police Pension Fund assets. The Accrued Liability represents the present value of projected future plan benefits that are to be provided.

9. Investment Policy

Illinois State Statutes restrict the types of investments that can be held by a police pension fund. The Quincy Police Pension Fund has adopted its own investment policy that takes into account the statutory restrictions and provides further guidance.

Certification

We, the Trustees of the Quincy Police Pension Board, Quincy, Illinois, do hereby certify that this document is a true and correct copy of "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witnessed this 26th day of October, 2020.

Samuel L. Tedrow, President

Nathan R. Elbus, Vice President

Travis R. Wiemelt, Secretary

Marvin L. Hufford, Assistant Secretary

Ronald L. Dreyer, Trustee

Linda K. Moore, Treasurer

Ald. Reis moved the report be received and filed. Motion carried.

RESOLUTION

WHEREAS, the City of Quincy offers a Flex Plan which is governed by Internal Revenue Code (IRC) Section 125; and,
WHEREAS, the IRS issued guidance to address unanticipated changes in expenses because of the COVID-19 pandem-

ic; and,

WHEREAS, the IRS published two Notices on May 12, 2020 allowing changes to cafeteria plans. Notice 2020-29 provides temporary election changes and extended periods of time to incur FSA expenses and Notice 2020-33 changes the maximum carryover amount for health flexible spending accounts; and,

WHEREAS, the City’s Flex Plan is administered by CHS Employee Benefit Services and the CHS has worked with Gray Hunter Stenn LLP to provide the legal documentation to amend the flex plan; now,

THEREFORE BE IT RESOLVED, the City Comptroller recommends to the Mayor and City Council to authorize the execution of the attached “Amendment Number 1 – Amendment to the City of Quincy Flex Plan.”

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

RESOLUTION

WHEREAS, the City of Quincy is obligated to fund the Police and Fire Pensions under Illinois Pension Code Article 3 section 125 and Article 4, sect 118; and,

WHEREAS, the City of Quincy has contracted with private actuary Lauterbach & Amen to provide the pension actuarial valuations and GASB disclosures for audit reporting for fiscal year ended April 30, 2020; and,

WHEREAS, the State of Illinois Department of Insurance has also provided the pension actuarial valuations for fiscal year ended April 30, 2020; and,

WHEREAS, each valuation has produced the actuarial determined accrued liability, value of assets, unfunded accrued liability, and the annual recommended contribution as prescribed by the Illinois Pension Code as follows; and,

Recommended

<u>Contribution</u>	<u>L&A 100%</u>	<u>L&A 90%</u>	<u>DOI</u>
Fire Pension	4,822,000	4,051,587	3,930,582
Police Pension	4,404,948	3,569,231	3,622,134

WHEREAS, the pension contribution for fiscal year beginning May 1, 2021, ending April 30, 2022, is only partially funded by the 2020 property tax levy; and,

WHEREAS, the City of Quincy recognizes the need to fund the pensions at the highest statutory minimum level to ensure adequate funding for future growth while also maintaining a stable property tax rate; now,

THEREFORE BE IT RESOLVED, the Mayor and City Council to authorize pension funding for the fiscal year beginning May 1, 2021, and ending April 30, 2022, for the Fire Pension at \$4,051,587 and for the Police Pension at \$3,622,134.

City Comptroller, Sheri Ray

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

RESOLUTION

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

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

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

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

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

THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the Director of Utilities and Engineering be authorized to issue a payment in the amount of \$10,606.75 to J. Oros Environmental of Carlinville, Illinois.

Jeffrey Conte, P.E.

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently advertised for bids for the construction of water transmission lines to improve distribution and provide water to new customers; and,

WHEREAS, the following bids were received:

Busy Bee Construction, LLC Lewistown, Missouri	\$522,948.83
Rees Construction Company Quincy, Illinois	\$506,964.00
D&L Excavating, Inc. Liberty, Illinois	\$478,974.00
Million Construction LTD Quincy, Illinois	\$453,655.00
Laverdiere Construction, Inc. Macomb, Illinois	\$436,154.00
Zanger Excavating, LLC Quincy, Illinois	\$362,940.75
Engineer's Estimate	\$420,000.00

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

WHEREAS, funding for this project is available in the 2020/2021 Water Fund fiscal year budget; and,

WHEREAS, to allow for the uninterrupted progression of this project in the event that changes or modifications are required, an additional 10% over the amount of the City's share shall be included in the encumbrance for this project.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Zanger Excavating, LLC, of Quincy, Illinois, in the amount of \$362,940.75 be accepted.

Jeffrey Conte, P.E.

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, a sewer failure resulted in an uncontrolled discharge of raw sewage to Whipple Creek inside Gardner Park; and

WHEREAS, the City of Quincy lacked the equipment and manpower necessary to excavate the sewer and Rees Construction Company of Quincy was qualified and available for the emergency sewer excavation under Section 44.056 of the Municipal Code of the City of Quincy; and,

WHEREAS, the excavation work has been completed in a satisfactory manner and an invoice received in the amount of \$25,998.15 for all costs associated with this work; and,

WHEREAS, funds for this type of repair are available in the 2020/2021 Sewer Fund fiscal year budget; now,

THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Rees Construction Company of Quincy, Illinois, in the amount of \$25,998.15 be approved for payment.

Jeffrey Conte, P.E.

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently advertised for bids for the replacement of a collapsed sanitary sewer in the 2900 block of College Avenue; and,

WHEREAS, the following bids were received:

Laverdiere Construction, Inc. Macomb, Illinois	\$254,911.50
Rees Construction Company Quincy, Illinois	\$203,247.01
Million Construction LTD	

Quincy, Illinois	\$170,768.00
D&L Excavating, Inc.	
Liberty, Illinois	\$152,464.00
Engineer's Estimate	\$254,413.00

WHEREAS, the Director of Utilities and Engineering has reviewed these bids and finds them to be acceptable; and, WHEREAS, funding for this project is available in 2020/2021 Sewer Fund fiscal year budget; and,

WHEREAS, to allow for the uninterrupted progression of this project in the event that changes or modifications are required, an additional 10% over the amount of the City's share shall be included in the encumbrance for this project.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from D&L Excavating, Inc. of Liberty, Illinois, in the amount of \$152,464.00 be accepted.

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

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

**CITY OF QUINCY COUNCIL RESOLUTION
FOR SALE OF NON-ESSENTIAL PROPERTY
LOCATED AT 1021 NORTH 6th STREET**

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

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

WHEREAS, the City of Quincy received a judicial deed to 1021 North 6th St; and

WHEREAS, the Department of Planning and Development advertised the sale of 1021 N. 6th St; and

WHEREAS, the City received a proposal for the sale of 1021 North 6th Street from 2X4's for Hope in the amount \$10.00; and

NOW, THEREFORE BE IT RESOLVED that the City sell 1021 North 6th Street to 2X4's for Hope for \$10.00 to build a small home for a veteran who will keep the property in clean and appealing condition. The Mayor and City Council authorize the sale and execute the necessary documents to effectuate the sale.

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

PASSED and APPROVED this 10th day of November, 2020.

SIGNED: Kyle Moore, Mayor

ATTEST: Jenny Hayden, City Clerk

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

ORDINANCE

Adoption of an ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015. (Add: "No Parking Zone" 7:00 a.m. to 4:00 p.m., Monday thru Friday, SE corner of 8th & Kentucky 250' south to alley.)

Ald. Uzelac moved for the adoption of the ordinance, seconded by Ald. Holtschlag, and on the roll call each of the 14 Aldermen voted yea.

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

ORDINANCE

Second presentation of an ordinance entitled: An Ordinance Amending Title III (Administration Of Chapter 45 (Finance) Of The Municipal Code Of The City Of Quincy Of 2015. (25% of cannabis sales to the Fix and Flatten Program.)

ORDINANCE

First reading of an ordinance entitled: An Ordinance Authorizing The City Of Quincy, Adams County, Illinois, To Borrow Funds From The Water Pollution Control Loan Program.(not exceed \$5,000,000)

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

The Deputy City Clerk read the ordinance by its title.

ORDINANCE

First reading of an ordinance entitled: An Ordinance Authorizing The City Of Quincy, Adams County, Illinois, To Borrow Funds From The Public Water Supply Loan Program.(not exceed \$7,000,000)

Ald. Bauer moved the ordinance be read by its title, seconded by Ald. Entrup. Motion carried.
The Deputy City Clerk read the ordinance by its title.

ORDINANCE

First reading of an ordinance entitled: An Ordinance Amending The 2020-2021 Fiscal Year Budget. (1.8 million in revenue and spending is restored)

Ald. Holtschlag moved the ordinance be read by its title, seconded by Ald. Rein. Motion carried.
The Deputy City Clerk read the ordinance by its title.

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, November 9, 2020

	Transfers	Expenditures	Payroll
City Hall.....			
27.97.....			
Recycle	3,500.00		
Cash Reserve to Transit Loan.....	20,500.00		
Cash Reserve to Airport Loan	36,500.00		
Building Maintenance.....		6,808.30	
Comptroller		235.37	
IT Department.....		650.15	
Police Department.....		1,847.29	
Fire Department		7,655.73	
Public Works.....		881.70	
Engineering		125.56	
GENERAL FUND SUBTOTAL.....	60,500.00	18,232.07	0.00
Planning and Devel.....		20.99	
911 System.....		2,180.02	
Transit Fund.....		1,182.66	
Capital Projects Fund.....		3,292.18	
Special Capital Funds		36.38	
Water Fund		5,203.15	
Sewer Fund		10,112.48	
Quincy Regional Airport Fund.....		257.39	
Central Garage		4,727.54	
Self Insurance		514.57	
Health Insurance Fund.....		533,164.55	
Tourism Tax Fund		36,535.59	
BANK 01 TOTALS	60,500.00	615,459.57	0.00
2017 G/O Bond Fund		602,225.00	
ALL FUNDS TOTALS	60,500.00	1,217,684.57	0.00

Jack Holtschlag
Mike Rein
Richie Reis
Finance Committee

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

MOTIONS

Ald. Bergman moved to allow a dumpster on city right-of-way at 2015 Maple starting Friday for two weeks. Motion carried.

Ald. Mast moved to refer to Central Services street lights out at 3214 Lantern Lane and 3111 Lantern Lane. Motion carried.

Ald. Uzelac moved to refer to the Street Lights/Right-of-Way Committee a street light at 11th – 12th, York to Kentucky

mid alley. Motion carried.

The City Council adjourned at 7:24 p.m. on a motion of Ald. Holtschlag. Motion carried.

JENNY HAYDEN, MMC

City Clerk

By Laura Oakman Deputy Clerk

AGENDA
QUINCY PUBLIC LIBRARY
BOARD OF TRUSTEES' MEETING
November 10, 2020 - 6:00 p.m.

- I. APPROVAL OF AGENDA
- II. APPROVAL OF MINUTES
 - *Regular Meeting – October 13, 2020
- III. PRESIDENT'S COMMENTS
- IV. RECOGNITION OF CORRESPONDENCE
 - *comments from public comments box
- V. PUBLIC COMMENTS
- VI. LIBRARY REPORTS
 - Financial Reports – Lynn Niewohner
 - Circulation and Events Report – Bobbi Mock and Burgundy Hill
 - TAB Report – Charles Hall
 - Director's Report – Kathleen Helsabeck
- VII. COMMITTEE REPORTS
 - Audit – Lynn Niewohner
 - *Approval of October 30, 2020, Expenditures
 - Finance – Lynn Niewohner
 - Building & Grounds – Lynn Niewohner
 - Personnel – Kathy Ridder
 - Policy –Megan Duesterhaus-AuBuchon
 - Ad Hoc – Advocacy – Chris Pratt
- VIII. UNFINISHED BUSINESS
 - A. Per Capita Grant Requirements – Chapters 4 - 6
- IX. NEW BUSINESS
 - A. Annual Audit Report – Wade Stables
 - B. 2021 Holiday Schedule
 - C. December Meeting Date and Time
- X. PUBLIC COMMENTS

**Quincy Public Library
Board of Trustees Meeting
October 13, 2020
Minutes**

The regular meeting of the Quincy Public Library Board of Trustees was called to order at 6:00 p.m. on Tuesday, October 13, 2020, with Pam Rein presiding. Trustees present: Cheryl Predmore, Angela Ketteman, Ben Uzelac, Chris Pratt, Lynn Niewohner, Kathy Ridder, Harry Ruth, and Megan Duesterhaus-AuBuchon. Others present: Kathleen Helsabeck, Kim Akers, Bobbi Mock, Burgundy Hill, and Christa Johnson – TQ Liaison.

Pam Rein announced that former Board Member, Dr. Dwain Preston, passed away and asked for a moment of silence. The Board agreed to send flowers to his services and add a book to the collection in his memory. Ms. Rein also noted that she recently spoke to Tom Ernst's family, who will be donating his collection of golfing books to the Library.

I. APPROVAL OF AGENDA

Harry Ruth moved to approve the agenda as presented. Chris Pratt seconded and the motion carried.

II. APPROVAL OF MINUTES

Chris Pratt moved to approve the September 8, 2020, regular meeting minutes as presented. Lynn Niewohner seconded and the motion carried.

III. PRESIDENT'S COMMENTS

President Pam Rein welcomed everyone to the meeting.

IV. RECOGNITION OF CORRESPONDENCE

One comment was presented from the public comment box stating how much the author loved the Library and hoped it would remain open. An email from Ann Hallman was received complimenting the Library on the historic newspaper archives and the Library's genealogical resources.

V. PUBLIC COMMENTS

There were no comments from the public in attendance.

VI. LIBRARY REPORTS:

A. Financial Report–Lynn Niewohner

Lynn Niewohner reported that the balance in the Homebank Operating Fund as of September 30, 2020, was \$1,289,136.33. Total assets were \$1,289,226.33. Total liabilities were \$59,773.96.

B. Circulation and Events Report

Bobbi Mock reported that September was National Library Card Sign-Up Month, and the Library signed up 613 new cardholders. In addition, the Library renewed 2,100 cards,

1,500 of which were student e-cards. She stated that the line graph included in the report shows daily traffic as compared to daily checkouts. She noted that checkouts follow traffic patterns closely even with the decrease in traffic since the Library discontinued in-person programming. Burgundy Hill prepared an infographic showing September digital statistics as compared to 2019 physical attendance statistics. She noted that while the numbers for young adult and children were down, adults are up. In addition, social media reach, webpage views, database searches, and digital material circulations were all up over 2019.

C. TAB Report

Charles Hall was absent. Kathleen Helsabeck reported that teens continue to participate in the TAB Zoom meetings and digital presentations. She pointed out that the teen Take and Make crafts were very popular this month with all of the prepared kits disappearing within the week.

D. Director's Report

Kathleen Helsabeck reported that Adams County Glass worked on replacing the bank of windows in the Reference area, but had to stop halfway through the project when they discovered that some of the glass was too short. It has been reordered and is expected to arrive October 22. She noted that the Mary Weems Barton/Quincy Public Library Foundation will meet in November. She is planning to request \$38,000 from the Foundation to restore funds to the material budget lines that were cut when the City reduced the Library's initial budget. The Friends of the Library met on October 12 where they approved a request to fund \$6,629 for tile work around the building. Ms. Helsabeck noted that this project was included in the building plan approved by the Board. In answer to a question, Ms. Helsabeck reported that the transition to the City handling the Library's payroll has been somewhat involved, but everyone has gotten paid correctly and on time.

Ms. Helsabeck then reported that with several staff members leaving the Library, she would like to adjust the positions and the job duties. Farrah McDaniel left the Library to return to her hometown leaving a full-time Reference Librarian position open. Lukas Wenner was recently hired as a part-time Reference Librarian, and has moved into the full-time position leaving his position vacant. Deborah Riddell has announced her retirement, which will leave a full-time Young Adult/Reference Librarian position open. Part-time Adult Programmer Brittany Griffin has also tendered her resignation. Ms. Helsabeck is proposing moving the part-time Reference Librarian position into a full-time Community Engagement Librarian. This position will work to create partnerships within the community as well as oversee adult programs. In addition, she would like turn the part-time Adult Programmer position into a part-time Reference Specialist position that will serve as support for the Community Engagement Librarian as well as work on the Reference Desk. The cost of moving a position from part-time to full-time is \$33,442, which would be funded through budget surplus. Ms. Helsabeck also stated that she would like to hire a full-time IT / Marketing Coordinator. This position would handle the basic IT jobs at the Library alleviating the need to call City IT for minor problems, as well

as maintain library-specific technology. This position would also work closely with Burgundy Hill and the Community Engagement Librarian to market the Library. Ms. Helsabeck noted that this position is already included in the current budget. She also noted that all of these positions are Union positions. Chris Pratt and Lynn Niewohner expressed concern about adding \$33,000 in salaries while asking the Foundation to restore \$38,000 to the budget. Mr. Pratt stated that he would rather see the budget surplus used for the materials and save the money invested in the Foundation. Ms. Helsabeck stated that these positions are needed as the Library is working with a very short staff and longer hours. The Board agreed that there was no need for a motion to approve Ms. Helsabeck’s proposals as she has the authority to create new positions and adjust job duties. However, the Board wanted to discuss the plans and offer feedback.

VII. COMMITTEE REPORTS:

A. Audit – Lynn Niewohner: Lynn Niewohner presented the Expenditure Approval List for the month ending September 30, 2020, in the amount of \$80,142.34. There being no discussion, Lynn Niewohner moved to approve the September 30, 2020, Expenditure Approval List as presented. Angela Kettelman seconded. A roll call vote was held with the following results:

Lynn Niewohner	yes	Chris Pratt	yes
Cheryl Predmore	yes	Ben Uzelac	yes
Kathy Ridder	yes	Harry Ruth	yes
Megan Duesterhaus-AuBuchon	yes	Pam Rein	yes
Angela Kettelman	yes		

The motion carried with nine yes votes and zero no votes.

B. Finance – Lynn Niewohner: Lynn Niewohner reported that the Finance Committee did not meet.

C. Building & Grounds: Lynn Niewohner reported that the Building and Grounds Committee did not meet.

D. Personnel: Kathy Ridder reported that the Personnel Committee met on September 23, 2020, in closed session. She will report on the meeting in Executive Session.

E. Policy: Megan Duesterhaus-AuBuchon reported that the Policy Committee did not meet, but changes to the Loan and Renewal Policy have been proposed by the staff to allow for the checkout of mobile hot spots and other technology. There being no discussion, Chris Pratt moved to approve the revisions to the Loan and Renewal Policy as presented. Lynn Niewohner seconded and the motion carried.

F. Ad Hoc – Advocacy. Christopher Pratt reported that the Ad Hoc Advocacy Committee did not meet.

VIII. UNFINISHED BUSINESS

No Unfinished Business was brought before the Board.

IX. NEW BUSINESS

A. Per Capita Grant Requirements – Chapter 1-3. Kathleen Helsabeck stated that this year’s Per Capita Grant requires library boards to review *Serving Our Public* in its entirety. To that end, both the QPL and the TQ Boards will be reviewing three chapters each month until complete. Ms. Helsabeck began by reviewing Chapter 1 – Core Standards. She reported that the Library follows and maintains all of the core standards including good customer service, Open Meetings Act, Code of Ethics, QPL Board Bylaws, ongoing review of the Strategic Plan and mission statement, participation in interlibrary loan, and membership in RAILS and RSA. In Chapter 2 – Governance and Administration, Ms. Helsabeck reported that the Library is hitting all the mark on most of the standards, but is suggesting that the Board review policies on a regular basis and create a succession plan to fill anticipated needs for key personnel. She noted that the Board already participates in local government decision making, and encouraged Board Members to think about participating at a state and national level. Ms. Helsabeck completed this month’s requirement by reviewing Chapter 3 – Personnel. She noted that the Library follows all of the personnel standards, but stated the standards recommend that salary and fringe benefits account for up to 70% of the total operations budget. The salaries and benefits of the current QPL staff only account for 59% of the budget.

B. Christmas Party Invitation. The 2020 Christmas Party Committee has announced that this year’s party will be held on Thursday, December 17, 2020, in the large Meeting Room from noon to 3:00 p.m. The QPL Board is invited to attend.

X. PUBLIC COMMENTS

There were no comments from the public in attendance.

Lynn Niewohner moved to adjourn into Executive Session for the purpose of discussion an appointment, employment, compensation, discipline, performance, or dismissal of specific employees. Kathy Ridder seconded and the meeting was adjourned at 6:50 p.m. Chris Pratt moved to reconvene into regular session. Megan Duesterhaus-AuBuchon seconded and the meeting was reconvened at 7:17 p.m. Cheryl Predmore then moved that the Library approve the revisions to the Director’s contract as presented. Megan Duesterhaus-AuBuchon seconded. A roll call vote was held with the following results:

Lynn Niewohner	yes	Chris Pratt	yes
Cheryl Predmore	yes	Ben Uzelac	absent
Kathy Ridder	yes	Harry Ruth	yes
Megan Duesterhaus-AuBuchon	yes	Pam Rein	yes
Angela Ketteman	yes		

The motion carried with eight yes votes, zero no votes, and one absent.

There being no further discussion, Chris Pratt moved to adjourn the regular session at 7:18 p.m. Angela Kettelman seconded and the motion carried.

Respectfully submitted,
Kimberly Akers

CITY OF QUINCY

KYLE A. MOORE
MAYOR



CITY HALL - - 730 MAINE
QUINCY, IL 62301-4056
(217) 228-4545

MEMORANDUM

TO: Citizens of the City of Quincy
FROM: Mayor Kyle Moore
DATE: November 13th
SUBJECT: COVID 19 Closure of the City Buildings

Based on the advice of the Adams County Health Department, I am announcing that all City Buildings will be closing to the public at the end of business today (11/13/2020) until further notice.

All facilities will remain open to city employees who will report to work, but buildings will not be open for public access. Residents should pay their utility bills at the drive-through facility, online, through the mail or utilizing the drop box located at the City Hall parking lot. For questions please call (217)228-4500.

Candidates who wish to file nominating petitions on the morning of 11/16/20 may form a socially distanced line outside of the City Clerk's Office. Afterwards, candidates can schedule a time to file with the City Clerk by calling (217) 228-4510.

Mayor Kyle A. Moore

ADAMS COUNTY RAPID DETECTION AND ISOLATION PLAN

PURPOSE

Adams County, through a collaborative approach with community organizations, will pilot a mass surveillance testing, contact tracing, and education process. The intent over a two-week period is to test 20% of the daytime population (approximately 75,000). The purpose for this approach is to determine if mass screening and follow-up can make a meaningful impact on disease transmission in the region.

SITUATION

West Central Illinois is experiencing unprecedented community infection rates for SARS-CoV-2. Local data indicates a positivity rate of ~15% at this time. We approximate that a new resident of Adams County is infected every 5 minutes. Our borders to Missouri and Iowa continue to have a significant impact and we have daily work and retail surge that increases daily “population” by approximately 20%. As the pandemic continues, our current processes are no longer positively impacting the situation.

ASSUMPTIONS

The Adams County Together Taskforce (ACT) continues to meet weekly to develop, monitor, and implement community-based strategies. This includes developing toolkits, public service announcements, and guidance for businesses and organizations. ACT will continue these activities.

Local officials are also recommending return to remote work if able, and encouraging safe shopping hours for vulnerable populations.

It is recognized by local officials that additional mandates, shutdowns, or restrictions will have minimal impact on the local community. It is also theorized that the impact of governmentally mandated measures may have an inverse impact on compliance.

CONCEPT OF OPERATIONS

Adams County will continue all on-going medical based PCR testing using community based testing, as well as, in-patient and outpatient medical providers testing opportunities. Blessing Hospital and Quincy Medical Group target symptomatic individuals and asymptomatic patients prior to scheduled in-patient procedures. These will remain operational.

Rapid antigen testing will be conducted for both symptomatic and asymptomatic individuals, at a mass level in an effort to quickly isolate positives and identify contacts. Free rapid testing will improve community participation. The community will use currently available and reallocated resources to increase capacity to screen and perform contact tracing in a single process. Both the City of Quincy and Adams County will reallocate staff including EMTs, Paramedics, Firefighters, Police Officers, and clerical staff for testing, contact tracing, and support staff within the temporary site. Community based partners include Blessing Hospital, Quincy Medical Group, and Southern Illinois University School of Medicine will also contribute resources to the collaborative effort.

The plan will utilize a multi-pronged strategy which includes:

- 1) Mass Drive-thru Rapid testing – fixed site
- 2) Drive up rapid testing – mobile operation
- 3) Employer sponsored rapid testing
- 4) Outbreak/Crisis response

1) Mass Drive-thru rapid testing

Public Health and community partners will operate a mass drive through based screening facility for the public at no cost. The operation will initially operate from 8am to 8pm 7 days per week and then be adjusted based on community demand. The temporary setup will use a large parking lot at 33rd & Broadway, a centralized and highly visible location that is currently vacant. We anticipate 1,000 or more tests per day.

Public Information – The Joint Information group will be tasked with appropriate messaging and daily reporting of overall progress and community impact. Key components of public messaging are:

- Rapid testing will provide results within the hour
- One stop shop approach for testing, results, contact tracing, and receiving necessary medical documentation for work or school
- Faster isolation of those who are actively spreading the disease within the community resulting in more rapid containment

The screening form will be available to the public to complete prior to arriving at the. This will reduce the staging area and wait times.

Large message boards will be used near the site for both marketing and instructions.

Intake – The registration process requires that each individual tested complete a form with basic contact tracing data prior to testing. If individuals have completed the screening form prior to arrival they will proceed directly to testing. If a screening form needs to be completed, they are provided the form and asked to complete it in a parking area before proceeding to the testing queue.

Testing – Once the intake process is completed, the vehicle enters the testing queue. Each individual is tested with a rapid test and the testing staff collect the initial contact tracing form. Vehicles are released from the testing area and directed to a waiting area for results. Staff monitor test kits with a timer indicating the 15-minute window. Once a test kit provides results, the contact tracing/assessment form is marked appropriately with the result and moved to the contact tracing group.

Contact Tracing – Upon the test result, the screening form will move to the contact tracing group. This group divides negative and positive results making notifications to individuals. Notifications will be delivered to citizens within 60 minutes. If the result is positive, contact tracers will call the individual in the waiting area and review the contact tracing information and provide isolation education, resource needs assessment, and other vital instructions. The positive individual will be able to pick-up any work or school documentation upon exit from the waiting area.

Data Entry – Once notification is completed, the screening form is processed in the data entry group. Specific data is entered into REDCAP and logged for daily reporting. The case is then entered into salesforce and nursing follow-up is provided.

Logistic Support – Local Emergency Management will support the process with PPE, supplies, communications, portable tent structures, message boards, and the mobile command post to provide on-site data and phone capabilities.

2) Drive Up rapid testing

Local Officials will establish rapid testing in rural communities using a mobile delivery approach. The mobile operation would move between rural communities and smaller population centers serving a different community each day. Targeted communities in both Adams and Brown counties include:

Camp Point	Clayton
Liberty	Lima
Mendon	Mt. Sterling
Payson	Versailles

This model could easily expand to additional communities in adjacent counties with augmenting resources. We are exploring expansion to Pittsfield (Pike County) and Carthage (Hancock County) locations.

Drive-up operations would be conducted using the same format as the fixed site but requiring less resources. Individuals will complete a screening form identifying personal information, symptoms, locations, and contacts. They will be provided a rapid test and are able to wait for results. If the test is positive the contact tracing will be reviewed with the individual, and instructions provided for isolation. Any necessary documentation is provided to the individual at this time.

Information regarding the result will be entered immediately following the result in pertinent state data systems using data entry personnel on the mobile team.

We anticipate 100 or more per day in this setting

3) Employer sponsored rapid testing

Adams County and City of Quincy officials will invite employers to sponsor testing at the work-site to create a convenient opportunity for employees. The intent is to access those who may otherwise not seek testing. Employers are provided with the screening form for employees to complete. Minimal testing staff is required depending on demand at any given business. Tracing staff is also on-site to follow-up with employee positives. Documentation could be provided directly to the employer with the patients consent. This response group is able to test, notify, and trace 300 – 400 individuals per day.

4) Outbreak / Crisis Response team

As outbreaks are identified in organized settings, a response team of testing staff will deploy for pre-shift testing. This Rapid Intervention Team is a small team of healthcare personnel that can rapidly respond to a business or organization is at the beginning stages of an outbreak, identifying positive staff prior to their shift.

ORGANIZATIONAL RESPONSIBILITY

Department	Direction & Control	Testing Personnel	Contact Tracer	Data Mgmt	Traffic Flow	Logistics	Schedule
Health Department	S	●	P	P			P
Emergency Management	P			S	S	P	S
Ambulance		P	●			●	
Quincy Fire Dept		●					
Quincy Police Dept			●		P		
Blessing Hospital		●					
Quincy Medical Group		●	●				
Courthouse Employees			●	●	●		
Local Businesses							●

- P – organization has primary responsibility
- S – organization has secondary responsibility
- – organization has a supporting role with staff



DEPARTMENT OF CENTRAL SERVICES COMMITTEE MEETING NOTICE

A Central Services Committee meeting will be held Monday, November 16th in the Council Chambers of City Hall at 6:15 p.m. before the City Council meeting.

The public is not allowed to attend the above referenced meeting in person per the Governor's Restore Illinois guidelines. Anyone wishing to participate in the meeting via phone must email Kevin McClean at kmcclean@quincvil.gov prior to 2:00 p.m. on Monday, November 16th.

Agenda

1. Call Meeting to Order
2. Approval of Minutes
3. Public Comment (3 minutes)
4. Old Business
5. New Business
 - a) Tire Bid
6. Late Additions

Respectfully submitted,

Kevin McClean
Director of Central Services



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

FINANCE COMMITTEE MEETING

MONDAY NOVEMBER 16, 2020

6:30 pm

CITY HALL COUNCIL CHAMBERS

The above-referenced meeting is closed to the public due to the COVID-19 pandemic. The city is providing remote access. You can request remote access to the meeting by calling 217-228-4516 or emailing comptrollers@quincivil.gov prior to 10:00 am the day of the meeting.

Written comments will be accepted. Comments received prior to 10:00 am on the day of the meeting will be read into the record during the meeting. Comments can be mailed to the "Comptroller's Office Ste#207- 730 Maine St – Quincy, IL 62301 or emailed to jprovow@quincivil.gov.

AGENDA:

- 1) Approval of Previous Meeting Minutes from October 19, 2020
- 2) Truth in Taxation
- 3) Property Tax Levy
- 4) TIF Redevelopment Ordinance, 131 No 4th
- 5) Other/New Business
- 6) Public Comment

Distribution:
Finance Committee Members
Mayor Kyle Moore
Dir of Admin Services, Jeff Mays
Treasurer, Linda Moore
Corporation Counsel, Lonnie Dunn

**Finance Committee Meeting
City Hall Council Chambers
October 19,2020**

Members Present: Chairman Mike Farha, Aldermen Rein, Sassen, Holtschlag, Reis

Others Present: Alderman Eric Entrup, Jeff Bergman and John Mast. Jeff Mays, Linda Moore, Bruce Alford and Sheri Ray.

Meeting called to order at 6:18 pm

- 1) Previous meeting minutes. The minutes from the August 24, 2020 meeting were approved on a motion, second by Holtschlag and Rein All in favor, motion carried.
- 2) Blessing Hospital Bond Ordinance. Sheri Ray discussed a Bond Ordinance that would be presented at Council tonight that allows Blessing to restructure their existing debt issued as the \$7.08 million Revenue Bonds, 2010 Series. Alderman Holtschlag made a motion to recommend ordinance to Council, second by Reis. All in favor, motion carried. Sheri added that Blessing Hospital will have staff, including bond counsel on council zoom and requests adoption of ordinance at tonight's council.
- 3) Adams Electric Franchise Agreement. Jeff Mays discussed the Adams Electric Franchise Agreement which expires December 31, 2020. The franchise agreement with Adams is based on kilowatt hours (Kwh) delivered. The current agreement signed in 2010 increased the rate per Kwh to \$0015. The proposed ordinance would decrease the rate down to \$.0013. Discussion followed. Alderman Holtschlag made a motion to recommend the five year agreement with a five year extension to Council; second by Rein. Sassen recused himself from vote, all others in favor, motion carried. Legal Counsel Bruce Alford was asked what happened if franchise fee was not extended. Discussion followed.
- 4) RFP Development District. Chuck Bevelheimer presented information regarding a mid-town business development district. Property owners around 30th-36th and Broadway have expressed interest in seeking a Business Development District (BDD) that would encourage development of new businesses on vacant properties within the new district. The BDD would impose and collect additional retail sales tax of 1% and additional hotel/motel tax of 1% to invest in public infrastructure or private development projects that would benefit the district. In order to develop the BDD, the City would need to advertise for request for proposals to hire a consultant to develop the BDD redevelopment plan. The estimated cost of this service is \$25,000 which would be paid from the City's Economic Development revolving loan fund. No action required, for information only.
- 5) September Month End Financials. Sheri Ray reviewed General Fund financials stating the September YTD revenues were at \$18.1 million and YTD expenses were at \$17.9 and the fund has excess operating revenue of \$180,000. The balance sheet for 9/30/2020 was discussed. Alderman Farha asked about the pension obligation. Sheri stated that the Lauterbach & Amen pension reports were filed before Council and she would present the Illinois Department of Insurance pension contribution reports next week.
- 6) New Business. Sheri stated that Lauterbach & Amen could do a presentation to Council on the Annual Required Contribution in the upcoming weeks.
- 7) No public comment.

Meeting adjourned at 6:43 p.m.

Sheri Ray, Comptroller

CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Moore and Finance Committee
FROM: Chuck Bevelheimer
DATE: November 12, 2020
SUBJECT: TIF Redevelopment Ordinance for 131 N. 4th Street, Ilija & Suzana Cucuk

The City's TIF balance is \$166,000 with an additional \$180,000 available for economic development projects. Based on the city's adopted TIF Investment Plan, which recommends a TIF allocation of 50% for economic development projects, the city can leverage its available TIF funds to support projects that renovate existing vacant buildings, encourage private investment, and increase the city's tax base.

Ilija and Suzana Cucuk have submitted plans for the redevelopment of 131 N. 4th Street into a restaurant on the first two floors. The three-story building, which is located across the street from Washington Park, is the former Park Hotel. The Cucuk's are seeking TIF assistance to help pay for the improvements to the building. An economic summary of the impact of TIF assistance on this project is attached. The TIF assistance is being leveraged with a \$500,000 private investment in the building, which has been mostly vacant for the last 25 years. This project will result in the renovation of the historic building, an improvement of the TIF EAV, and nearly tripling the property taxes. TIF funds will be paid to the Cucuk's upon completion of the project. TIF funds will be used for constructing a 27 car parking lot.

The project is consistent with the goals and objectives of the Downtown Tax Increment Redevelopment Plan and the TIF District Investment Plan. Constructing a parking lot and paving this large gravel area will improve the look from the street, control storm water runoff and reduce sediments such as gravel from entering the city's storm sewers. Gravel parking lots in this area of the downtown are a persistent maintenance issue for the City.

Attached is the Redevelopment Agreement, which authorizes the expenditure of TIF funds for the redevelopment of 131 North 4th Street. The Redevelopment Agreement calls for:

- Page 4 - Minimum Improvements of \$500,000.
 - o The first floor and second floor to remain commercial and renovated for restaurant use.
- Page 8 - Commence and Completion of Renovation.
 - o Minimum improvements are to be completed 12 months from approval of the agreement.
- Page 12 - Economic Redevelopment Incentive:
 - o The City agrees to pay the Redeveloper \$67,000 upon approval of the Certificate of Completion.

The attached ordinance authorizing the Mayor to execute the Redevelopment Agreement for 131 N. 4th Street. Also attached is the first floor plan and site plan for the property.

If you have any questions, please let me know.

**Downtown TIF Project
New Tiramisu Restaurant
131 N. 4th Street
10-30-20**

Project Economic Impact:

Ilija and Suzana Cucuk purchased 131 North 4th Street from Home Bank in May 2020 for \$250,000. Their plan is to gut the first and second floors of the building and renovate the space for use as a restaurant (See attached floor plan and site plan).

The plans call for an addition to the rear of the building (alley-side). The new interior will be finished to support a restaurant design. The proposed building improvements include new windows, doors, electrical, plumbing, insulation, HVAC, kitchens, dining room and bathrooms on the first and second floors of the building. The current gravel parking lot, west of the building along the alley, will be paved to provide off-street parking.

TIF Project Impact:

2020 Assessed Value	\$79,630	
Current property taxes:	\$ 5,567	
Renovation cost based on building permit:	\$500,000	
Requested TIF assistance:	\$67,000	
Private investment:	\$750,000	(purchase + renovation cost)
Percent TIF participation:	13.4%	(based on \$500,000 renovation)
Estimated completion value:	\$750,000	
Estimate property taxes upon completion:	\$14,135	
Estimated difference in taxes:	\$8,568	
Estimated rate of return on TIF Investment:	8 years	
Equity ratio (private investment to TIF investment):	7.5 to 1	

ORDINANCE NO. _____

ORDINANCE APPROVING A REDEVELOPMENT ORDINANCE AND EXPENDITURE OF TAX INCREMENT FINANCING FOR THE REDEVELOPMENT OF 131 N. 4th STREET

WHEREAS, Ilija and Suzana Cucuk own property at 131 North 4th Street, Quincy, Illinois and are authorized to transact business in the State of Illinois and seek to renovate the 3 story building into a restaurant; and

WHEREAS, Ilija and Suzana Cucuk proposes to invest \$500,000 in the renovation of first and second floors of the building; and

WHEREAS, Ilija and Suzana Cucuk seeks TIF funding for the cost of renovation of the building at 131 North 4th Street; and

WHEREAS, the property to be renovated is situated within the City of Quincy's Downtown Redevelopment Project Area and pursuant to the Illinois Tax Increment Allocation Redevelopment Act, TIF funds can be used for such renovation cost; and

WHEREAS, the redevelopment of 131. North 4th Street is in the best interest of the City, the health, safety, morals and welfare of the residents of the City of Quincy, and in accordance with the public purpose and provisions of the Illinois Tax Increment Allocation Redevelopment Act; and

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

WHEREAS, this Ordinance is being adopted pursuant to such authority and such other authority as may be established by law.

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

Section 1. AGREEMENT: The Mayor and the City Clerk are hereby authorized to execute and attest, respectively, to the Redevelopment Agreement, attached hereto and incorporated herein by reference as "Ordinance Exhibit No. 1" for the construction and paving of the parking lot for 131 North 4th Street.

Section 2. PAYMENT: Upon complying with terms of the Redevelopment Agreement, the Comptroller is hereby authorized to make payment of TIF funds in an amount not to exceed \$67,000 (Sixty Seven Thousand Dollars), pursuant to the Illinois Tax Increment Allocation Redevelopment Act.

Section 3. SEPARABILITY: The provisions of this Ordinance shall be deemed separable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

Section 4. SAVINGS CLAUSE: Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquitted, or liability incurred, or any cause or causes of action acquired or existing, or permits or licenses issued under any act or ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

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

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

ADOPTED: _____
DATE JENNY HAYDEN, CITY CLERK

APPROVED: _____
DATE KYLE MOORE, MAYOR
CITY OF QUINCY, ILLINOIS

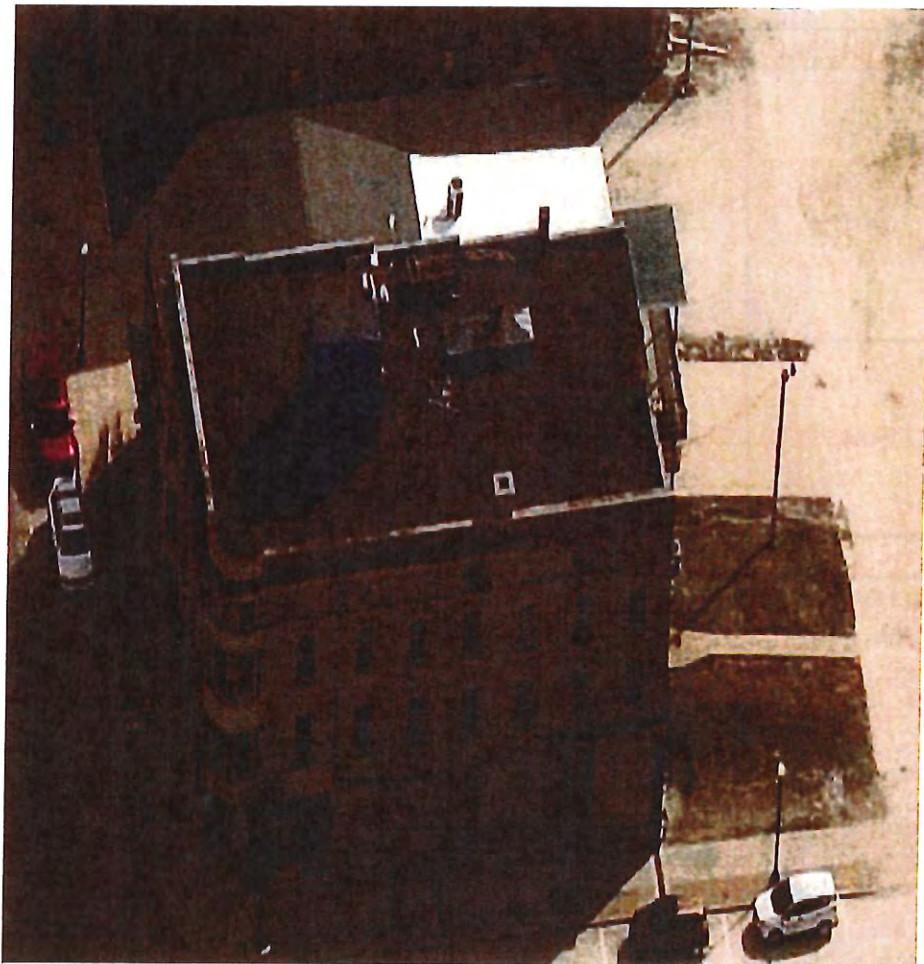
Officially published in pamphlet form this ____ day of _____, 2020.

2020/2021 TIF Budget

	Revenues		Description	Potential TIF Projects
TIF West Revenues				Riverfront \$1,000,000
Balance		\$ 239,261.00		6th Street St. 400,000
Allocation		\$ 497,075.00		Villa Katherine 54,500
Interest		\$ 15,000.00		221 N. 5th 70,000
Reg Trans Plan		\$ 65,000.00	IDOT Grant	Wash Sq Lights 40,000
Subtotal		\$ 816,336.00		Parking Lot A 846,200
TIF East Revenues				Parking Lot B 568,400
Balance		\$ 171,000.00		Parking Lot F \$ 505,200
Allocation		\$ 105,271.00		Total \$3,484,300
Interest		\$ 1,500.00		
Subtotal		\$ 277,771.00		
Total Revenues		\$ 1,094,107.00		
	Encumbered	Expenditures		Fund Account 312 & 313
Projects				
CBD Pride Team		\$ 15,000.00		312 TIF 2
Parking Lot D	\$ 658,134.00			
Vermont St Sts	\$ 606,605.00			
DRRP	\$ 170,000.00	\$ 125,000.00	20/21 Projects	312 TIF 2
Reg Trans Plan	\$ 50,000.00			
Riverfront Plan		\$75,000.00		312 TIF 2
6th Street		\$400,000.00	Streetscape Project	312 TIF 2 + 313 TIF 3
Misc & Other		\$ 80,000.00	Downtown Project	312 TIF 2
Alleys		\$ 100,000.00	Downtown Project	312 TIF 2
Subtotal	\$ 1,484,739.00	\$ 795,000.00		
Other Expenses				
EZ Tax Rebate		\$ 5,500.00		313 TIF 3
6th St Engineering		\$ 120,000.00		313 TIF 3
Advertising		\$ 2,500.00		312 TIF 2 + 313TIF 3
Travel		\$ 2,000.00		312 TIF 2
Registration		\$ 1,500.00		312 TIF 2
Dues		\$ 1,200.00		312 TIF 2
Subtotal	\$ -	\$ 132,700.00		
Total TIF Expend	\$ 1,484,739.00	\$ 927,700.00		
TIF Balance		\$ 166,407.00		

TIF Investment Plan Expenditure Guidelines		
2019 Annual Allocation		\$ 1,094,107.00
Economic Development	50%	\$ 547,053.50
Public Infrastructure	35%	\$ 191,468.73
Misc.	15%	\$ 164,116.05

131 N. 4th Street



ORDINANCE EXHIBIT NO. 1

REDEVELOPMENT AGREEMENT

By and Between

CITY OF QUINCY, ILLINOIS

AND

ILIJA & SUZANA CUCUK/TIRAMISU

FOR THE PROPERTY:

131 N 4TH STREET, QUINCY, ILLINOIS

November , 2020

AGREEMENT FOR REDEVELOPMENT

THIS REDEVELOPMENT AGREEMENT (hereinafter called "Agreement"), is made on or as of the ____ day of November , 2020, by and between the CITY OF QUINCY, ILLINOIS, an Illinois Municipal Corporation, (hereinafter called "City"), and Ilija and Suzan Cucuk, 2615 N.13th St Quincy, Illinois 62301-1411 and duly authorized to transact business in the state of Illinois (hereinafter known as "Redeveloper").

WITNESSETH:

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the "**TIF Act**"), including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the City Council of the City (the "**Corporate Authorities**") did adopt a series of ordinances (Ordinance Nos. 98-121, 98-132 and 10-07, 10-08 and 10-09, 10-10) as supplemented and amended (collectively, the "**TIF Ordinances**"); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinances, the City designated the Quincy TIF West Tax Increment Financing Redevelopment Plan and Program (the "**Redevelopment Project Area**") and approved the related redevelopment plan, as supplemented and amended (the "**Redevelopment Plan**"), including the redevelopment projects described in the Redevelopment Plan (collectively, the "**Redevelopment Projects**"); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Redeveloper proposes to redevelop the Property (as defined below) and to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below); and

WHEREAS, the Property, commonly known as 131 North 4th Street (hereinafter referred to as "Redevelopment Property"), within the Redevelopment Project Area; and

WHEREAS, the Redeveloper is unwilling to redevelop the Property (as defined below) and to undertake the Project (as defined below) without certain economic development incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City's best interests to assist the Redeveloper in the manner set forth in this Agreement; and

WHEREAS, Redeveloper is willing to renovate a 3-story building for mixed use of commercial and residential purposes and Redeveloper will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City believes that the redevelopment Project and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and

welfare of residents of the City, and in accordance with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Redeveloper hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit A and hereby made a part of this Agreement.

City means the City of Quincy, Illinois, or any successor to its functions.

City Codes means all applicable laws, codes, rules, regulations and ordinances of the City, including, without limitation, all applicable subdivision, zoning, environmental, building code or any other land use regulation or permit.

Commencement Date means the date of this Agreement.

TIF Fund means the special fund of the City created under the authority of Code and Ordinance, which fund was created to eradicate blighted conditions, remove and alleviate adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment and living environment.

Economic Development Incentives means the payments to be made by the City to Redeveloper under Article VI of this Agreement.

Eligible Redevelopment Project Costs means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including, but not limited to: (a) costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to professional service costs for architectural, engineering, legal, financial, planning or other services; (b) site preparation, including clearing and grading of land; (c) costs of the reconstruction of public works or improvements; (d) costs of rehabilitation, reconstruction, repair or remodeling of existing buildings; and (e) up to 30% per year of interest costs incurred by the Redeveloper related to the reconstruction of the Project subject to the total cost limitations of such interest payments as set forth in subparagraph (D) of

such Section, 5/11-74.4-3(q)(11).

Event of Default means any of the events described in Section 8.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Redeveloper from a commercial lender or other financial institution to fund any portion of the reconstruction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Fund means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinances.

Incremental Property Taxes means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Property by taxing districts that is attributable to the increase in the equalized assessed value of the Property over the equalized assessed value of the Property for tax year 2011 which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the City Comptroller for deposit by the City Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

Minimum Improvements shall mean the expansion and renovation of the Redevelopment Property, more particularly described as the reconstruction of a commercial/residential mixed-use building with the first and second floors remaining commercial and the third floor potentially being turned into apartments. The reconstruction of the Minimum Improvements is expected to be completed in 2021. Reconstruction costs are expected to be approximately \$500,000. Redevelopment of the third floor is not required as part of this agreement.

Mortgage means any mortgage or security agreement in which Redeveloper has granted a mortgage or other security interest in the Redevelopment Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Redeveloper under a policy or policies of insurance required to be provided and maintained by Redeveloper, as the case may be, pursuant to Article IV of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Project shall mean the reconstruction of the building on the Redevelopment Property, as described in this Agreement.

Prevailing Wage Act means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work on any “public works” (as therein defined) no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain notice and recordkeeping duties.

Property means, collectively, the real estate consisting of the parcel or parcels legally described on Exhibit D hereto, upon or within which the Project is to be undertaken and completed.

Redeveloper means Ilija and Suzana Cucuk and their successors and assigns.

Redevelopment Property means the parcel of land known as 131 N. 4th Street and described in the preambles hereof.

Related Agreements means all option, development, redevelopment, construction, reconstruction, financing, franchise, loan, ground lease and lease agreements, whether now or hereafter existing, executed by the Redeveloper in connection with the Project.

Savings means the cost savings of the Project after all expenses, fees, and disbursements have been paid out and Certificates of Completion have been received.

State means the State of Illinois.

Tax Increments means the property tax and made available to the City for deposit in the Downtown District Tax Increment Revenue Fund under the provisions of Code and Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 10.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(a) Organization and Standing. The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the

City, enforceable against the City in accordance with its terms, except to the extent that any and all financial obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefore as may be specified in this Agreement, and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.2. Representations and Warranties of Redeveloper. Redeveloper makes the following representations and warranties:

b. Authorization and Enforceability. This Agreement has been duly and validly authorized, executed and delivered by Redeveloper and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Redeveloper enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. No Violation. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Redeveloper or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Redeveloper is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. No Proceedings or Judgments. There are no actions, suits or proceedings pending or threatened against or affecting Redeveloper in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Redeveloper or which in any manner raises any questions affecting the validity of the Agreement or Redeveloper's ability to perform its obligations under this Agreement.

e. Completion of Minimum Improvements. Redeveloper will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State, and federal laws and regulations.

f. Governmental Consents and Approvals. Redeveloper will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. Notice. Redeveloper has not received any notice from any local, state or federal official that the activities of Redeveloper with respect to the Redevelopment Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Redeveloper is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Redevelopment Property, and Redeveloper is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. Financing Commitments. Redeveloper has commitments for reconstruction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Reconstruction Plans contemplated in this Agreement.

i. Cooperation with City. Redeveloper will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the reconstruction and operation of the Minimum Improvements.

j. Completion. Redeveloper expects that, barring Unavoidable Delays, the Minimum Improvements will be completed within twelve (12) months of approval of this Agreement .

k. Economic Development Grants. Redeveloper would not undertake its obligations under this Agreement without the reimbursement payment by the City of the Economic Development Grant being made to Redeveloper pursuant to this Agreement.

l. Prevailing Wage. Redeveloper is responsible for determination of the applicability of the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) to the project. If Prevailing Wage applies the Redeveloper is responsible for payment in accordance with the Prevailing Wage Act and any and all reporting requirements.

Section 2.3. Related Agreements. Upon the request of the City, the Redeveloper shall deliver true, complete and correct copies of all Related Agreements (redacted by the Redeveloper to protect any confidential or proprietary information). The Redeveloper represents and warrants to the City that such Related Agreements now executed and delivered are in full force and effect and have not been cancelled or terminated and that the Redeveloper is not aware of any of its obligations under any of such existing Related Agreements required to be performed on or before the date hereof which have not been performed by the Redeveloper or the other parties thereto.

Section 2.4. Disclaimer of Warranties. The City and the Redeveloper acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Redeveloper to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes.

ARTICLE III. RECONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Reconstruction of Minimum Improvements. Redeveloper agrees that it will cause the Minimum Improvements to be constructed on the Redevelopment Property in conformance with the Reconstruction Plans submitted to the City. Redeveloper agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Reconstruction Plans, and shall require a total investment of approximately \$500,000.00 for reconstruction costs. Attachment C to this agreement are the Reconstruction Plans given to the City

Section 3.2. Building Plans. Redeveloper shall cause Building Plans to be provided for the Minimum Improvements, and shall be in conformity with this Agreement and all applicable State and local laws and regulations.

Section 3.3. Commencement and Completion of Renovation. Subject to Unavoidable Delays, Redeveloper shall cause renovation of the Minimum Improvements to be undertaken and completed within twelve (12) months of approval of this agreement. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Reconstruction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Redeveloper agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Redevelopment Property during the reconstruction of the Minimum Improvements to inspect such reconstruction and the progress thereof.

Section 3.4. Certificate of Completion. Upon written request of Redeveloper the City will furnish Redeveloper with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit A attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Redeveloper to cause reconstruction of the Minimum Improvements.

If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within twenty (20) days after written request by Redeveloper provide a written statement indicating in adequate detail in what respects Redeveloper has failed to complete the Minimum Improvements in accordance with the

provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Redeveloper to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. INSURANCE

Section 4.1. Insurance Requirements.

a. Redeveloper will provide and maintain or cause to be maintained at all times during the process of reconstructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Redeveloper, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Redeveloper and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of reconstruction of the Minimum Improvements and at all times prior to the Termination Date, Redeveloper shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$3,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in

writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Redeveloper and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Redevelopment Property, in the minimum amount for each occurrence and for each year of \$2,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Redeveloper, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Redeveloper may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article IV to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Redeveloper, which are authorized under the laws of the State to assume the risks covered thereby. Redeveloper will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article IV, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Redeveloper and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Redeveloper shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article IV, or that there is no necessity therefore under the terms hereof. In lieu of separate policies, Redeveloper may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Redeveloper shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Redeveloper agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Redeveloper, and Redeveloper will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Redeveloper will apply the Net Proceeds of any insurance relating to such damage received by Redeveloper to the payment or reimbursement of the costs thereof.

e. Redeveloper shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Redeveloper for such purposes are sufficient.

ARTICLE V. FURTHER COVENANTS OF DEVELOPER

Section 5.1. Maintenance of Property. Redeveloper will maintain, preserve, and keep its property within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 5.2. Maintenance of Records. Redeveloper will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Redeveloper relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Redeveloper will provide reasonable protection against loss or damage to such books of record and account.

Section 5.3. Compliance with Agreement and Laws During Redevelopment. The Redeveloper shall at all times acquire, construct and install the Project, including any related required improvements, in conformance with this Agreement and all applicable federal or state laws, rules, regulations and permits, including without limitation all applicable City Codes, and, to the extent the Redeveloper is deemed a “public body” or the Project or any part thereof is deemed a “public works” within the meaning of the Prevailing Wage Act, all requirements of the Prevailing Wage Act. Whenever possible within budget, the Redeveloper shall cause the Project to be designed, constructed and installed utilizing innovative and effective techniques in energy conservation. Any agreement of the Redeveloper related to the design, reconstruction or installation of the Project with any contractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Redeveloper under this Agreement.

Section 5.4. Non-Discrimination. In the reconstruction and operation of the Minimum Improvements, Redeveloper shall not discriminate against any applicant, employee or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Redeveloper shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, physical disability, or familial status.

Section 5.5. Available Information. Upon request, Redeveloper shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 5.8. Developer Completion Guarantee. By signing this Agreement, Redeveloper hereby guarantees to the City performance by Redeveloper of all the terms and

provisions of this Agreement pertaining to Redeveloper's obligations with respect to the reconstruction of the Minimum Improvements. Without limiting the generality of the foregoing, Redeveloper guarantees that: (a) reconstruction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be reconstructed and completed in accordance with the Reconstruction Plans; (c) all costs of reconstructing the Minimum Improvements shall be paid when due. Redeveloper agrees to utilize at least fifty percent (50%) of all Redeveloper employees from Adams County Illinois

.Section 5.9. Open Bidding Process. Redeveloper commits to an open and competitive bidding process and will consider all reasonable bids. Local contractors to the Quincy, Illinois area with appropriate insurance, credentials, and references who submit competitive bid numbers and can meet timelines will be given priority.

ARTICLE VI. ECONOMIC REDEVELOPMENT INCENTIVES

Section 6.1. Economic Redevelopment Incentives.

- a. City Participation. City shall reimburse the Redeveloper an amount not to exceed of sixty seven thousand (\$67,000), upon approval of the Certification of Completion Exhibit A. Said funds are provided form the TIF program for the construction and paving of the parking lot.

ARTICLE VII. INDEMNIFICATION

Section 7.1. Release and Indemnification Covenants.

- a. Redeveloper releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Existing Facility, Minimum Improvements or Redevelopment Property.

- b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the indemnified parties, Redeveloper agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Redeveloper against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Redevelopment Property and the reconstruction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Redevelopment Property.

- c. The indemnified parties shall not be liable for any damage or injury to the persons or property of Redeveloper or their officers, agents, servants or employees or any other person

who may be about the Minimum Improvements or Redevelopment Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

e. The provisions of this Article VIII shall survive the termination of this Agreement.

ARTICLE VIII DEFAULT AND REMEDIES

Section 8.1. Events of Default. The occurrence of any one or more of the events specified in this Section 8.1 shall constitute a “**Default**” under this Agreement.

By the Redeveloper:

(1) The furnishing or making by or on behalf of the Redeveloper of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is false or misleading in any material respect;

(2) The failure by the Redeveloper to timely perform any term, obligation, covenant or condition contained in this Agreement or any of the Related Agreements;

By the City:

(1) The failure by the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 8.2. Rights to Cure. The party claiming a Default under Section 8.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this

Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 8.3. Remedies. Upon the occurrence of any Breach under this Agreement by the Redeveloper, the City shall have the right to terminate this Agreement by giving written notice to the Redeveloper of such termination and the date such termination is effective. Except for such right of termination by the City, the Non-Defaulting Party may, upon the occurrence of any Breach under this Agreement by the Defaulting Party, institute such proceedings as to damages or otherwise as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Redeveloper upon the occurrence of any Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Redeveloper for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement

Notwithstanding anything herein to the contrary, the sole remedy of the City for monetary damages upon the occurrence of any Breach by the Redeveloper under any of the terms and provisions of this Agreement shall be to institute legal action against the Redeveloper for reimbursement of amounts paid to Redeveloper as Reimbursement Amounts hereunder.

Section 8.4. Costs, Expenses and Fees. Upon the occurrence of a Default or any Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party’s fault, to become involved or concerned.

ARTICLE IX. RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 9.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Redeveloper for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all

rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Redeveloper is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 9.1 shall limit claims by Redeveloper against the Fund or actions by the Redeveloper seeking specific performance of this Agreement or other relevant contracts, if any.

Section 9.2. Damage, Injury or Death Resulting from Project. The Redeveloper releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the reconstruction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 9.3. Damage or Injury to Redeveloper and Others. The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Redeveloper or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 9.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Redeveloper (i) in the event of a Default or Breach by any party under this Agreement, or (ii) for the payment of any Annual Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 9.5. City Not Liable for Redeveloper Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Redeveloper for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 9.5 shall limit claims by the Redeveloper against the Fund or actions by the Redeveloper seeking specific performance of this Agreement or other relevant contracts.

Section 9.6. Actions or Obligations of Redeveloper. The Redeveloper agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of

attorneys' fees, resulting from, arising out of, or in any way connected with (i) any of the Redeveloper's obligations under or in connection with this Agreement, (ii) the reconstruction or installation of the Project, and (iii) the negligence or willful misconduct of the Redeveloper, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, reconstruction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 9.7. Notification of Claims. Not later than thirty (30) days after the Redeveloper becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Redeveloper will, if a claim in respect thereof is to be made against the Redeveloper which affects any of the Redeveloper's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Redeveloper from any liability which it may have to the City under this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.1. Conflict of Interest. Redeveloper represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit there from, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Redeveloper, is addressed or delivered personally to Mr. Ilija Cucuk and Suzana Cucuk at 2615 N. 13th St, Quincy IL 62301-1411;
- b. In the case of the City, is addressed to or delivered personally to the City at 730 Maine Street, Quincy, IL 62301, Attn: Jeff Mays, Director of Administrative Services

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

Section 10.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2021 unless terminated earlier under the provisions of this Agreement.

Section 10.9. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 10.10. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Redeveloper nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Redeveloper, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Redeveloper or the City.

Section 10.11. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 10.12. Cooperation and Further Assurances. The City and the Redeveloper covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and

such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Redeveloper or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 10.13. Assignment. The Redeveloper agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement to any party other than to an entity having common ownership with the Redeveloper without the prior written consent of the City. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Redeveloper delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable party thereto.

Section 10.14. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement or any actions of either of the City or the Redeveloper shall be construed by either of the City, the Redeveloper or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Redeveloper.

Section 10.15. Reconstruction of Agreement. This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, Redeveloper has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
[Signatures start on the next page]**

(SEAL)

CITY OF QUINCY, IL

By: _____
Kyle Moore, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Kyle Moore and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Quincy, Illinois, a Municipality created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Illinois

By: _____
Ilija Cucuk

By: _____
Suzana Cucuk

ATTEST:

By: _____

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Ilija and Suzana Cucuk, to me personally known, who, being by me duly sworn, did say that they are owners of Tiramisu at 131 N. 4th Street, Quincy, Illinois and that said instrument was signed on behalf of said Company and that the said Ryan Tanner and Jay Krottinger as such managers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for the State of Illinois

EXHIBIT A

CERTIFICATE OF COMPLETION

WHEREAS, the City of Quincy, Illinois (the "City") and Ilija and Suzana Cucuk ("Redeveloper"), did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, this Redevelopment Agreement (the "Agreement"), wherein and whereby Redeveloper agreed, in accordance with the terms of the Agreement, to redevelop and maintain certain real property located within the City and as more particularly described as follows:

LOT 8 BLK 13 QUINCY SURVEY N 50FT OF E 119FT & W 69FT LOT 1 & E 25.5FT N 1/2 LOT 2 & N 25FT OF W 79FT LOT 8

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the redevelopment of the Redevelopment Property, and obligated the Redeveloper to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Redeveloper has to the present date performed said covenants and conditions insofar as they relate to the reconstruction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Redeveloper and its successors and assigns, to construct the Minimum Improvements on the Redevelopment Property have been completed and performed by Redeveloper and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Adams County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the reconstruction of the Minimum Improvements on the Redevelopment Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

CITY OF QUINCY, ILLINOIS

By: _____
Kyle Moore, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Kyle Moore, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Quincy, Illinois, a Municipality created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Illinois

EXHIBIT B

MEMORANDUM OF AGREEMENT FOR REDEVELOPMENT

WHEREAS, the City of Quincy, Illinois (the "City"), and Ilija and Suzana Cucuk, ("Redeveloper"), did on or about the _____ day of _____, 2020, make, execute and deliver, each to the other, an Agreement for Redevelopment (the "Agreement"), wherein and whereby Redeveloper agreed, in accordance with the terms of the Agreement and the Downtown Urban Renewal Plan (the "Plan"), to redevelop certain real property located within the City and within the Downtown Urban Renewal Area.

The Redevelopment Property is described as follows:

LOT 8 BLK 13 QUINCY SURVEY N 50FT OF E 119FT & W 69FT LOT 1 & E 25.5FT N 1/2 LOT 2 & N 25FT OF W 79FT LOT 8

WHEREAS, the term of the Agreement commenced on the _____ day of _____, 2020 and terminates on December 31, 2021, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Redeveloper desire to record a Memorandum of the Agreement referring to the Redevelopment Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Redevelopment shall serve as notice to the public that the Agreement contains provisions restricting Redevelopment and use of the Redevelopment Property and the improvements located and operated on such Redevelopment Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Redevelopment made a part hereof by reference, and that anyone making any claim against any of said Redevelopment Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Quincy, Illinois.

IN WITNESS WHEREOF, the City and Redeveloper have executed this Memorandum of Agreement for Redevelopment on the _____ day of _____, 2020.

(SEAL)

CITY OF QUINCY, ILLINOIS

By: _____
Kyle Moore, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2020, before me a Notary Public in and for said State, personally appeared Kyle Moore, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Quincy, Illinois, a Municipality created and existing under the laws of the State of Illinois, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Illinois

By: _____
Ilija Cucuk

By: _____
Suzana Cucuk

ATTEST:

By: _____
_____, _____

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____,
2020, before me a Notary Public in and for said State, personally appeared Ilija and Suzana Cucuk, to
me personally known, who being by me duly sworn, did say that they are the owners of the Tiramisu
Restaurant, and said instrument was signed and that Ilija and Suzan Cucuk as such owners, acknowledge
the execution of said instrument to be the voluntary act and deed.

Notary Public in and for the State of Illinois

EXHIBIT C

RECONSTRUCTION PLANS

Attached is the proposed reconstruction plans for the building improvement to 131 N. 4th Street including floor plan for the first floor, site plan and building permit application showing cost of the planned improvements.

EXHIBIT D

LEGAL DESCRIPTION FOR 133 S. 4th STREET

LOT 8 BLK 13 QUINCY SURVEY N 50FT OF E 119FT & W 69FT LOT 1 & E 25.5FT N 1/2 LOT 2
& N 25FT OF W 79FT LOT 8