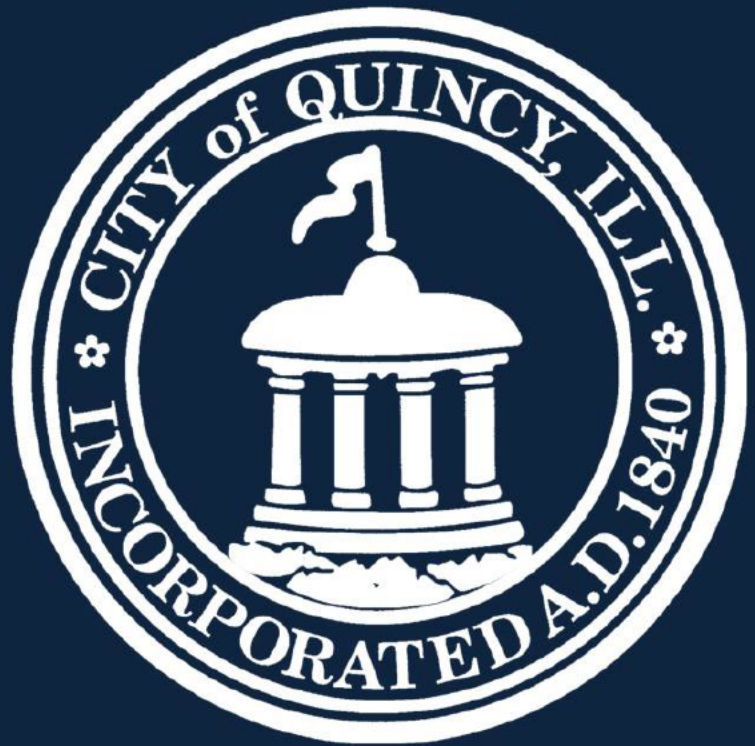


Council Meeting for November 23, 2020



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@quincyil.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 23, 2020

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

BANK STATEMENTS OF CONDITIONS

PROCLAMATION

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

RESOLUTIONS

Resolution Re-Establishing The Small Business Emergency Loan Fund.

Quincy Transit Lines Director and the Comptroller recommending approval of a short-term loan of up to \$200,000, as needed, from the Cash Reserve Fund to the Quincy Transit Lines to pay operating expenses.

Central Services Director and the Central Services Committee recommending approval of the purchase of road salt at a unit price per ton of \$44.11, for a requested amount of 3,200 tons, totaling in the amount of \$141,152.00.

Resolution for the City authorizing Mayor to sign all loan applications forms and documents to finance Phase III of the Water Supply Improvement Project. (7,000,000)

Resolution for the City authorizing Mayor to sign all loan applications forms and documents to finance Combined Sewer Overflow System. (5,000,000)

ORDINANCES

Adoption 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)

First presentation of an ordinance entitled:

Ward 7 An Ordinance Approving A Redevelopment Ordinance And Expenditure Of Tax Increment Financing For The Redevelopment Of 131 N. 4th Street.

An Ordinance Levying Taxes For Special Service Area Known As The Historic Quincy Business District In The City Of Quincy, County Of Adams, State Of Illinois, For The Fiscal Year Beginning May 1, 2020 And Ending April 30, 2021.

An Ordinance Levying Taxes For The City Of Quincy, In The County Of Adams, And State Of Illinois, For The Fiscal Year Beginning May 1, 2020 And Ending April 30, 2021.

An Ordinance Providing For The Abatement Of The Tax Heretofore Levied For The Year 2020 Of The City Of Quincy, Adams County, Illinois.

REPORT OF FINANCE COMMITTEE

INFRASTRUCTURE UPDATE

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 13, 2020
SUBJECT: Small Business Emergency Loan Program

On March 30th the City Council authorized the Small Business Emergency Loan Fund (SBE-LF) to assist Quincy small businesses. The program authorized \$500,000 from City's Economic Loan fund be used for SBE-LF. Qualifying small businesses received loans of up to \$10,000 to help them through these challenging times. The funds from the SBE-LF were offered on a first-come, first-serve basis until all of the funding was dispersed or August 30, 2020, whichever came first.

The city received 42 applications. 23 applications were presented to and approved by the SBE-LF Committee totaling \$224,000. The remaining applications were not presented to the committee because they were not complete or the business owner chose not to proceed with the application process.

With the resurgence of COVID-19 and the closures of businesses the Administration would like to reestablish the SBE-LF and accept loan application through February 2021. The SBE-LF has an account balance of \$276,000. The funds will be offered on a first-come first-serve basis until all of the funding is dispersed or the February 28, 2020, whichever comes first.

To qualify for a loan through the city, a business needed to:

- be for-profit, privately-held, and located within the corporate limits of the city of Quincy;
- be located outside of the personal residence of any owner;
- have been established prior to January 1, 2020;
- have no fewer than two and no more than fifty employees;
- be able to demonstrate economic injury as a result of COVID-19;
- not have any outstanding loans from the city of Quincy.

Acceptable uses of the loan included: employee wages and/or benefits; business-related supplies; and rent/mortgage, utilities, and insurance for the business location. Unacceptable uses for the SBE-LF loan were: employer wages and/or benefits; personal expenses of employer; debt incurred prior to March 9, 2020, except for rent/mortgage payments; construction, remodeling or renovations.

Each loan was secured by collateral sufficient to assure repayment of the loan. Acceptable security could include a mortgage on land and/or building. A personal guarantee from each major principal in the company was required. Uniform Commercial Code (UCC) was filed on all participating business' assets.

A committee consisting of Mayor Kyle Moore; Jeff Mays, Alderman Dave Bauer; Alderwoman Tonya McKiernan; City Treasurer Linda Moore; John Johannes (First Mid Bank & Trust); and Mark Reuschel (State Street Bank). The committee reviewed the applications, determined if they met the city standards, and approved the loans. Attached is resolution reauthorizing the SBE-LP with a new application deadline date of February 28, 2021. Also attached is a summary of the SBE-LF disbursements from April to September 2020.

RESOLUTION
RE-ESTABLISHING THE SMALL BUSINESS EMERGENCY LOAN FUND

WHEREAS, in March the City of Quincy established the Small Business Emergency Loan Fund (SBE-LF) whose purpose is to provide low interest loans to assist small businesses impacted by COVID-19; and

WHEREAS, Fund 706 the Small Business Emergency Loan Fund account has a balance \$270,000; and

WHEREAS, with the resurgence of COVID-19 the City of Quincy desires to continue the Small Business Emergency Loan Fund (SBE-LF) program whose purpose is to provide short term low interest loans to support Quincy businesses economically impacted by the COVID-19 health crisis; and

WHEREAS, said SBE-LF program would provide short term bridge loans:

1. Maximum loan amounts: \$10,000
2. Loans terms: 12 months
3. Interest rates: 1.0% annually
4. Loan payments can be made any time but no later than 6 months after date of loan agreement

WHEREAS, the SBE-LF review committee will be re-established and be responsible for approving loan requests for the City of Quincy.

NOW THEREFORE, be it resolved by the Council of the City of Quincy re-authorize the Small Business Emergence Loan Program and accept loan applications with a new application deadline date of February 28, 2021.

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

Passed this _____ day of _____, 2020.

Approved this _____ day of _____, 2020

City of Quincy, an Illinois Municipal Corporation

By: _____
Kyle Moore, Mayor

ATTEST:

Jenny Hayden, Its City Clerk

Quincy Small Business Emergency Loans

Name	amount		1st pymnt	due
Group 1 4/8/2020				
Created for Motion Wellness Center, LLC	> \$10,000		837.85	12/1/2020
Custom Dental Care, P.C.	> \$10,000	PAID		
Expressions by Christine, Inc.	> \$9,000		754.07	12/1/2020
Gem City College	> \$10,000		837.85	12/1/2020
International Travel Associates, Inc.	> \$10,000		837.85	12/1/2020
Jerry Walker Therapy Services, Inc.	> \$10,000		837.85	12/1/2020
Mane Therapie Salon & Spa	> \$10,000		837.85	12/1/2020
ROLS Inc. (CBQ Services)	> \$10,000		837.85	12/1/2020
Sterling Awards & Signs, Incorporated	> \$10,000		837.85	12/1/2020
		\$89,000		
Group 2 4/15/2020				
Century Signs, Inc.	> \$10,000	PAID		
Emerald City Jewelers, Inc	> \$10,000		837.85	12/1/2020
Tanning Unlimited, Inc.	> \$10,000		837.85	12/1/2020
		\$30,000		
Group 3 4/22/2020				
Haxels Shell	> \$10,000		837.85	12/1/2020
Grootens Inc dba Mr Bills Bar & Grill	> \$10,000		837.85	12/1/2020
Bronze'n U LLC	> \$10,000		837.85	12/1/2020
Qdance, Inc	> \$10,000		837.85	12/1/2020
EvenGlow Skin	> \$5,000		418.93	12/1/2020
		\$45,000		
Group 4 4/29/2020				
Sleep Tight, Inc	> \$10,000		837.85	12/1/2020
Sidell's Bakery & Diner	> \$10,000		837.85	12/1/2020
Dunnbelly, LLC	> \$10,000		837.85	12/1/2020
		\$30,000		
Group 5 5/13/2020				
Hair Affair 2	> \$10,000		837.85	12/1/2020
		\$10,000		
Group 6 5/27/2020				
Quincy Elite Marketing Inc	tabled			
Hopewell Clinical Inc	> \$10,000	PAID	837.85	12/1/2020
		\$10,000		
Group 7 6/17/2020				
Quincy Elite Marketing Inc	tabled			
Group 8 9/2/2020				
Quincy Inn & Suites	tabled			
Group 8 9/16/2020				
Quincy Inn & Suites	> \$10,000		837.85	3/1/2021
		\$10,000		
		\$224,000		

RESOLUTION
RE-ESTABLISHING THE SMALL BUSINESS EMERGENCY LOAN FUND

WHEREAS, in March the City of Quincy established the Small Business Emergency Loan Fund (SBE-LF) whose purpose is to provide low interest loans to assist small businesses impacted by COVID-19; and

WHEREAS, Fund 706 the Small Business Emergency Loan Fund account has a balance \$270,000; and

WHEREAS, with the resurgence of COVID-19 the City of Quincy desires to continue the Small Business Emergency Loan Fund (SBE-LF) program whose purpose is to provide short term low interest loans to support Quincy businesses economically impacted by the COVID-19 health crisis; and

WHEREAS, said SBE-LF program would provide short term bridge loans:

1. Maximum loan amounts: \$10,000
2. Loans terms: 12 months
3. Interest rates: 1.0% annually
4. Loan payments can be made any time but no later than 6 months after date of loan agreement

WHEREAS, the SBE-LF review committee will be re-established and be responsible for approving loan requests for the City of Quincy.

NOW THEREFORE, be it resolved by the Council of the City of Quincy re-authorize the Small Business Emergence Loan Program and accept loan applications with a new application deadline date of February 28, 2021.

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

Passed this _____ day of _____, 2020.

Approved this _____ day of _____, 2020

City of Quincy, an Illinois Municipal Corporation

By: _____
Kyle Moore, Mayor

ATTEST:

Jenny Hayden, Its City Clerk



**City of Quincy
Quincy Transit Lines**

**2020 Jennifer Road
Quincy IL 62301
Marty Stegeman
Transportation Director**

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

Office: 217-228-4567

November 18, 2020

**Mayor Kyle Moore
Honorable City Council Members**

Included on the Agenda for November 23, 2020 is a Resolution requesting a short term loan to Transit to defray operating expenses until State and Federal funding begins to come in to reimburse the expenses we accrue.

We have been working diligently to get funds released from our CARES Grant. Over \$900,000 has been approved and we have over \$1.5 million in total pending.

If we file for reimbursement under our normal Downstate grant we will have to pay the match funds and will not be able to recover those funds in the future. Our current \$1,500,000 General Fund Loan will be exhausted at the end of November.

The CARES application amount that we have pending is \$2,261,960. These funds will be used to pay for all the Operating expense until we deplete them.

Quincy Transit is asking for an additional \$200,000 loan from the General Fund in order to hold us over until we begin receiving grant funds. As has been the case in every year that we have borrowed money from the General Fund, Quincy Transit Lines will repay the loan completely from the grant award funds we receive.

We have a signed contract now and have confirmed that the \$2,261,960 has been encumbered for Quincy Transit. Our first request for reimbursement has been submitted and additional requests will be made as they approve the current submission before we can submit an additional request.

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

**Marty Stegeman
Transportation Director
2020 Jennifer Rd.
Quincy, IL 62301
217-228-4567**

Resolution

WHEREAS, the City of Quincy has been allocated funding from the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), in the amount of \$600,253 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Quincy Transit Lines, and;

WHEREAS, in addition to the above-mentioned grant, the City of Quincy has submitted an application for grant funding from the Illinois Downstate Public Transportation Operating Assistance (DOAP) with the State of Illinois under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.) up to an amount of \$2,925,160 and;

WHEREAS, in addition to the above grants and additional grant through the FTA 5311 CARES Act, funding in the amount \$2,261,960 to be used to cover operating expenses , and;

WHEREAS, the City has funded the Transit Lines for several months of operations while we wait for Grant funding to be received, and;

WHEREAS, the grant funds have always been paid to the City and the loan amount have always been repaid to the Cash Reserve Fund, and;

WHEREAS, in order to cover the costs of providing uninterrupted essential transit service for the citizens of the Quincy area, it will be necessary to secure a short-term loan from the Cash Reserve Fund in the estimated amount up to \$200,000, said amount to be repaid with grant funds once received; now,

THEREFORE, the Director of Quincy Transit Lines and the Comptroller respectfully request that the Mayor and City Council approve a short-term loan of up to \$200,000, as needed, from the Cash Reserve Fund to the Quincy Transit Lines to pay operating expenses.

Marty Stegeman
Director of Operations
Quincy Transit Lines

Sheri Ray
Comptroller

RESOLUTION FOR PROCUREMENT OF ROAD SALT
FOR THE 2020/2021 SNOW AND ICE SEASON

WHEREAS, the City of Quincy Central Services Department has the distinct responsibility to provide a safe transportation system for the citizens of Quincy; and

WHEREAS, snow and ice control is essential to provide a safe transportation system for the citizens of Quincy; and

WHEREAS, the City of Quincy applied for and is eligible to participate in the Illinois Central Management Services (CMS) joint procurement process for rock salt; and

WHEREAS, CMS has stated that they have made every effort to secure salt at the best available price for their participants; and

WHEREAS, it is in the best interest of the citizens of Quincy that the Department of Central Services secure adequate salt quantities before supplies become limited; and

WHEREAS, inadequate supplies of salt during snow and ice events may cause a situation that is a detriment to public health and safety; now

THEREFORE BE IT RESOLVED, the Director of Central Services and the Central Services Committee recommend to the Mayor and City Council that the unit price per ton of \$44.11 for a requested amount of 3,200 tons, totaling in the amount of \$141,152.00 be accepted. (Motor Fuel Tax allocation for FY 2021 is \$220,000)

Kevin McClean
Director of Central Services

November 23, 2020

RESOLUTION

WHEREAS, the City desires to finance Phase III of the Water Supply Improvement project with a \$7 million loan through the Illinois Environmental Protection Agency's Public Water Supply Loan Program; and,

WHEREAS, application provisions for loans from the Public Water Supply Loan Program requires that the City of Quincy authorize a representative to sign the loan application and supporting documents; now,

THEREFORE BE IT RESOLVED, by the City Council of the City of Quincy that the Mayor is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 2020.

Signature

Date

Printed Name

Title

Certified to be a true and accurate copy, passed and adopted on the above date.

Signature & Stamp/Seal of Notary Public

RESOLUTION

WHEREAS, the City desires to finance improvements to its Combined Sewer Overflow System with a \$5 million loan through the Illinois Environmental Protection Agency's Water Pollution Control Loan Program; and,

WHEREAS, application provisions for loans from the Water Pollution Control Loan Program requires that the City of Quincy authorize a representative to sign the loan application and supporting documents; now,

THEREFORE BE IT RESOLVED, by the City Council of the City of Quincy that the Mayor is hereby authorized to sign all loan application forms and documents.

Resolved this _____ day of _____, 2020.

Signature

Date

Printed Name

Title

Certified to be a true and accurate copy, passed and adopted on the above date.



Signature & Stamp/Seal of Notary Public

CITY OF QUINCY

Department of Utilities and Engineering

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

To: Mayor & City Council

From: J. Conte

cc:

Date: November 20, 2020

Subject: Ordinances with Third Reading at November 23rd Council Meeting

The Department of Utilities & Engineering is seeking approval of two (2) separate ordinances that, if adopted, would permit the City to borrow low-interest funds from the Illinois EPA to make improvements to the City's water & sewer infrastructure in 2021.

There are two related resolutions that simply authorize the mayor to sign the loan documents. Approval of all spending for these projects will be brought to City Council for approval at a later date. Approval of the resolutions and adoption of the ordinances does **NOT** commit the City to any spending.

Water Supply Improvements (Fund 501)

For the water supply, the City is seeking up to \$7 million to fund the construction of a new water treatment plant pump station. The existing facility, although surrounded by a sheet-piling flood wall, faces significant flooding risk from storm water run-on, water & sewer pipe failures and sand boils. Flooding of the pump station could result in loss of water service to the entire city for days or even weeks depending upon the extent of damage to flooded pumps, motors and equipment.

In addition to the risk of flooding, the existing pump station is significantly deteriorated and can produce, at best, 75% of design capacity with all units running. Please note that the pump station is designed to produce 100% capacity with only 75% of the pumps in service. Based on this, the actual rating for the pump station is less than 60% of its original capacity.

The Department is requesting a \$7 million loan. Repayment would occur over twenty years. This is a fixed rate loan with an interest rate of 1.35%. The projected debt service for this loan is \$428,097 annually. For reference, Fund 501 produced a net income of \$3,417,197 prior to capital investments in the last fiscal year. An increase in water rates is **NOT** required to support this borrowing.

Sewage Collection & Treatment Improvements (Fund 502)

The City is requesting up to \$5 million to implement the first phase of the EPA-approved Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP). The approved LTCP estimates \$25.6 million on sewer system improvements over 20 years in order to reduce the frequency and volume of discharges of raw sewage during wet weather. Presently, the City has six (6) CSO

CITY OF QUINCY

Department of Utilities and Engineering

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

outfalls which routinely discharge raw sewage during and following rainfall. The CSO points are located as follows:

Whipple Creek – a 10'x9' box sewer at the end of North 6th Street frequently discharges 1 million gallons, and occasionally over 10 million gallons of raw sewage, to the creek that flows through residential backyards and Gardner Park before dumping into Cedar Creek at Bob Bangert Park.

Cedar Street – an 8'x8' box sewer discharges frequently discharges 100,000 gallons and occasionally up to 5 million gallon of raw sewage into a ditch beginning at 3rd & Cedar Street in Sunset Park.

Broadway – a 6 foot diameter pipe discharges up to 25 million gallons of sewage to the Quincy Bay at the foot of Broadway (adjacent to the Pier Restaurant). The pipe is partially submerged at normal river levels and overflows are not always apparent.

Dicks-Payson – labeled as one CSO but actually two separate interceptor sewers. Payson Avenue Sewer with is a 5 foot diameter brick sewer and Dicks Brewery Sewer is a stone arch sewer that was carved out of the bedrock. Both sewers have a submerged discharges near the South Side Boat Club.

Jefferson Street – another stone arch sewer cut into the bedrock, Jefferson Street has a submerged discharge that is located between Jefferson and Washington.

South Side – a 10'x10' box sewer that discharges into Curtis Creek inside South Park. Sewage discharge volumes are similar to Whipple Creek values.

Phase 1 of the LTCP consists of modifications to interceptor flow diversion structures in order to direct more flow to the wastewater treatment plant and away from the CSO. The estimated project cost is \$4 million and the actual loan value will not exceed the cost of construction. The loan is a fixed rate of 1.35% with up to \$500,000 in principal forgiveness (i.e., a grant of up to \$500k). The projected debt service for this loan would be about \$258,250 annually if the full \$5 mil is required. For reference, Fund 502 produced a net income of \$1,464,369 prior to capital investments in the last fiscal year. An increase in sewer rates is **NOT** required to support this borrowing.

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

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-yearsalaris 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

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 17, 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 property. An economic summary of the impact of TIF assistance 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 of the Downtown Tax Increment Redevelopment Plan and the TIF District Investment Plan. 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. The District Board support this TIF expenditure on 131 N, 4th Street. The Finance Committee recommended approval as well.

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

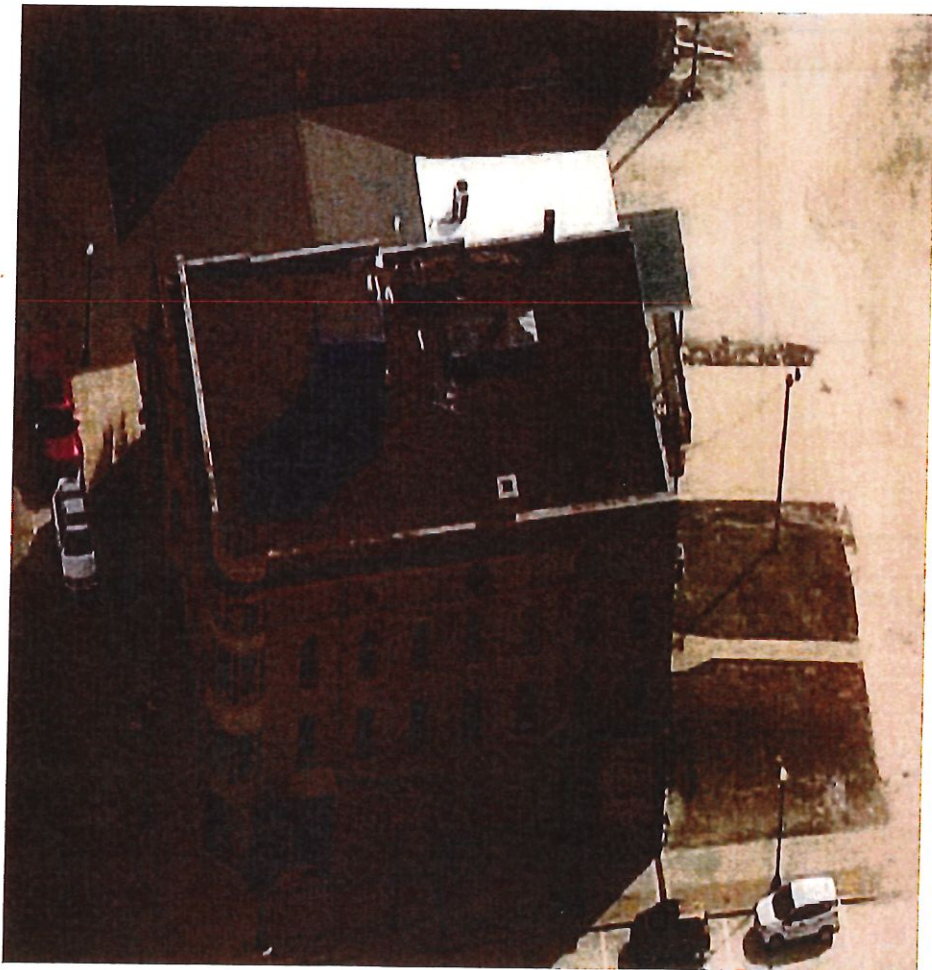
Officially published in pamphlet form this ____ day of _____, 2020.

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 + 313 TIF 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 renovation 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

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.



November 19, 2020

RE: Special Service Area #4 Levy Request May 1, 2020 - April 30, 2021

Dear Mayor Moore and City Council Members,

Historic Quincy Business District ("The District") requests Quincy City Council approve the levy for Special Service Area #4 (SSA #4). The tax rate for the levy will not change from last year and the levy amount requested for FY 2020 is \$99,105.00.

The District is a not-for-profit, volunteer-driven organization, that seeks to leverage local assets to enhance our historic central business district and the economic vitality of Quincy and Adams County. The success has a large part to do with the dedicated volunteerism of the community with thousands of hours volunteered by private Quincy citizens in 2020 alone.

Renewal of funding will facilitate The District's continued expansion of services and benefits to downtown property owners, businesses, and the City of Quincy. SSA #4 collects property taxes only on certain commercial properties within the defined geographic district. This is not a tax on sales, income, individual citizens or on businesses. Throughout the previous years the SSA funding has helped The District organization grow, provide marketing plans for the downtown, and promote businesses all while engaging thousands of volunteers to create action plans to serve the City of Quincy. The District follows the National Main Street Approach focusing on the principles of organization, design, promotion, and economic vitality. In fact, The District received recognition as an accredited Main Street Program in 2020.

Furthermore, The District has been a valuable communication vehicle as well as offering assistance to over eight hundred (800) members during the very difficult pandemic. In addition, The District partners with the City of Quincy, Adams County and other organizations to form the Adams County Task Force. As you are aware, the task force has been tireless in its efforts to educate and assist the community during this difficult time. Given these challenging times, The District has been more

determined to create promotions and events for the downtown businesses. These promotions include Shop Local Saturdays, Fri-YAH, Quincy Farmers Market, Virtual Blues in the District, Christmas Cruise and Light the Park.

The District works closely with property owners to assist development of properties, fill existing vacant spaces, recruit new businesses and retain existing businesses. In addition, it is our belief The District continues to make the downtown a better experience for our community by coordinating clean-up events, murals, planter boxes, and facilitating public art, streetscape, wayfinding and more.

In short, based on a very small budget, The District continues to provide a great return on investment for the City of Quincy and its citizens. This funding helps us provide a stable vision for our downtown and opportunity for growth and success for the people of our City. For these and many other reasons, we are requesting each of you to support this SSA levy renewal.

Thank you for your consideration,

The District

By: Chip Owens
Its: President



ORDINANCE NO.

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA KNOWN AS THE HISTORIC QUINCY BUSINESS DISTRICT IN THE CITY OF QUINCY, COUNTY OF ADAMS, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021

WHEREAS, at all times herein, there remains in full force and effect 35 ILCS 200/27-5, *et seq.*, entitled the “Special Service Area Tax Law”; and

WHEREAS, in accordance with said law, the Mayor and aldermen of the City of Quincy, after having complied with the statutory provisions of said law, deem it in the best interest of the City of Quincy that a Special Service Area be created for an area and region known as the Historic Quincy Business District; and

WHEREAS, the City Council finds that local support for the proposed Special Service Area is reasonable and appropriate.

WHEREAS, the City of Quincy is a home rule unit of local government pursuant to the provision 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 MAYOR AND ALDERMEN OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS, as follows:

Section 1. Authority to Establish Special Service Areas. Special Service Areas are established pursuant to Article VII, Section 6(a) and (1) of the Constitution of the State of Illinois and pursuant to the Special Service Area Tax Law, title 9, Article 27, of the Property Tax Code of the State of Illinois. Pursuant to Section 27-25 of the Special Service Area Tax Law, taxes may be levied or imposed by the municipality in the Special Service Area at a rate or amount of tax sufficient to produce revenues required to provide the special services. Prior to the first levy of taxes in the Special Service Area, notice shall be given and a hearing shall be held under the provisions of Section 27-30 and 27-35 of the Act.

Section 2. Findings. The City Council finds:

On December 17, 2017, the City Council adopted Ordinance No. 17-39 creating a Special Service Area Number 4 known as “The Historic Quincy Business District” for a period of ten (10) years.

Section 3. The Special Service Tax Law. The Special Service Area Tax Law is hereby created and extended as follows:

A. The sum of Ninety Nine thousand and one hundred and five dollars (\$99,105) is the total amount of expenditures heretofore legally requested for the purposes of this Special Service Area. The following sums be and the same are hereby levied upon the taxable property in the Special Service Area for the fiscal years beginning May 1, 2020 and ending April 30, 2021:

<u>Activities</u>	<u>Amount Appropriated</u>	<u>Amount Levied</u>
Administration	\$98,000	\$80,000
Services, Supplies & Other	\$35,000	\$19,105
Total	\$133,000	\$99,105

B. There is hereby certified to the County Clerk of Adams County, Illinois, the sum of \$99,105.00, constituting the total sum to be raised by taxation as set forth above and the City Clerk of the City of Quincy is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Adams County on or before the time required by law.

C. In each subsequent years of the aforementioned Special Service Area, the Historic Quincy Business District Board shall come before the City Council as the governing body and make known the requested tax levy amount. The tax levy amount will not exceed \$0.35 per \$100 of assessed value at any time. The levy is subject to Illinois Truth in Taxation requirements pursuant to 35 ILCS 200/27-32). The City Council shall act on the levy request.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Section 5. Severability. 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 6. Saving 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; not shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 7. Repeal. 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.

ADOPTED: _____, 2020 JENNY HAYDEN, City Clerk

APPROVED: _____, 2020 KYLE MOORE, Mayor

Officially published in pamphlet form this _____ day of _____ 2020

ORDINANCE NO.

AN ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA KNOWN AS THE HISTORIC QUINCY BUSINESS DISTRICT IN THE CITY OF QUINCY, COUNTY OF ADAMS, STATE OF ILLINOIS, FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021

WHEREAS, at all times herein, there remains in full force and effect 35 ILCS 200/27-5, *et seq.*, entitled the “Special Service Area Tax Law”; and

WHEREAS, in accordance with said law, the Mayor and aldermen of the City of Quincy, after having complied with the statutory provisions of said law, deem it in the best interest of the City of Quincy that a Special Service Area be created for an area and region known as the Historic Quincy Business District; and

WHEREAS, the City Council finds that local support for the proposed Special Service Area is reasonable and appropriate.

WHEREAS, the City of Quincy is a home rule unit of local government pursuant to the provision 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 MAYOR AND ALDERMEN OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS, as follows:

Section 1. Authority to Establish Special Service Areas. Special Service Areas are established pursuant to Article VII, Section 6(a) and (1) of the Constitution of the State of Illinois and pursuant to the Special Service Area Tax Law, title 9, Article 27, of the Property Tax Code of the State of Illinois. Pursuant to Section 27-25 of the Special Service Area Tax Law, taxes may be levied or imposed by the municipality in the Special Service Area at a rate or amount of tax sufficient to produce revenues required to provide the special services. Prior to the first levy of taxes in the Special Service Area, notice shall be given and a hearing shall be held under the provisions of Section 27-30 and 27-35 of the Act.

Section 2. Findings. The City Council finds:

On December 17, 2017, the City Council adopted Ordinance No. 17-39 creating a Special Service Area Number 4 known as “The Historic Quincy Business District” for a period of ten (10) years.

Section 3. The Special Service Tax Law. The Special Service Area Tax Law is hereby created and extended as follows:

A. The sum of Ninety Nine thousand and one hundred and five dollars (\$99,105) is the total amount of expenditures heretofore legally requested for the purposes of this Special Service Area. The following sums be and the same are hereby levied upon the taxable property in the Special Service Area for the fiscal years beginning May 1, 2020 and ending April 30, 2021:

<u>Activities</u>	<u>Amount Appropriated</u>	<u>Amount Levied</u>
Administration	\$98,000	\$80,000
Services, Supplies & Other	\$35,000	\$19,105
Total	\$133,000	\$99,105

B. There is hereby certified to the County Clerk of Adams County, Illinois, the sum of \$99,105.00, constituting the total sum to be raised by taxation as set forth above and the City Clerk of the City of Quincy is hereby ordered and directed to file a certified copy of this Ordinance with the County Clerk of Adams County on or before the time required by law.

C. In each subsequent years of the aforementioned Special Service Area, the Historic Quincy Business District Board shall come before the City Council as the governing body and make known the requested tax levy amount. The tax levy amount will not exceed \$0.35 per \$100 of assessed value at any time. The levy is subject to Illinois Truth in Taxation requirements pursuant to 35 ILCS 200/27-32). The City Council shall act on the levy request.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Section 5. Severability. 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 6. Saving 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; not shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 7. Repeal. 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.

ADOPTED: _____, 2020 JENNY HAYDEN, City Clerk

APPROVED: _____, 2020 KYLE MOORE, Mayor

Officially published in pamphlet form this _____ day of _____ 2020



CITY OF QUINCY

Comptroller's Office

SHERI L. RAY
Comptroller

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

MEMORANDUM

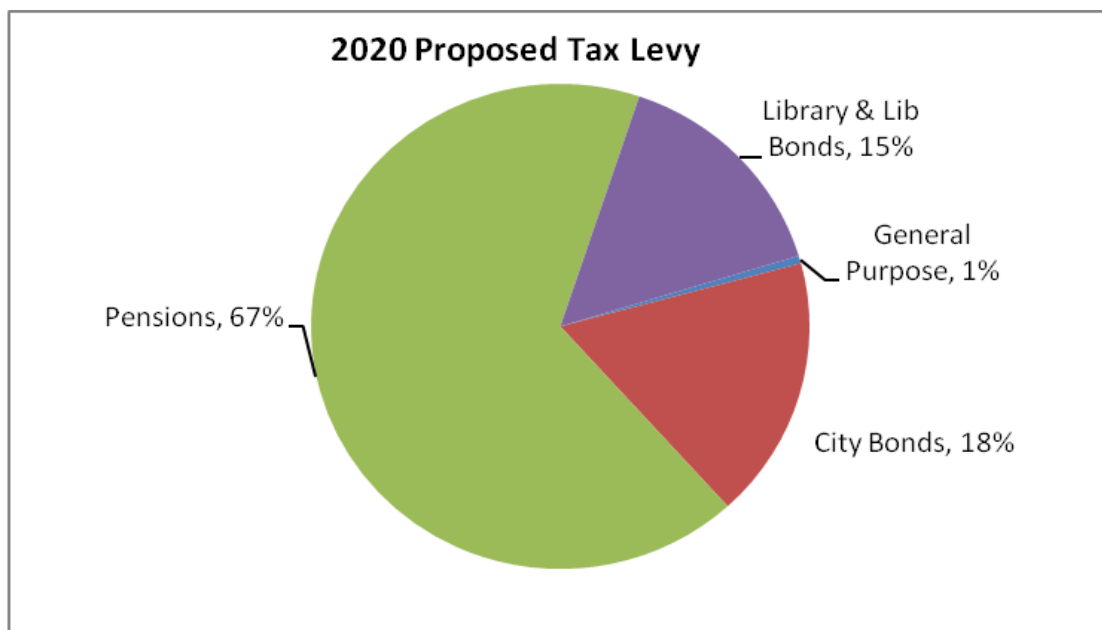
TO: Mayor and City Council
FROM: Sheri Ray
DATE: November 20, 2020
RE: Tax Levy Ordinance and Abatement Ordinance

Please find attached the 2020 Tax Levy Ordinance and the 2020 Abatement Ordinance which will be presented for first reading on Monday, November 23, 2020.

Truth in Taxation/Estimated Property Tax Levy: On November 16, 2020 the City Council approved an estimated Tax levy of \$7,646,703 with the adoption of the Truth in Taxation Resolution. The aggregate levy did not exceed a 5% increase over the 2019 tax extension; therefore the City was not required to advertise and hold a public hearing, pursuant to the Truth in Taxation law.

Tax Rate Estimates: The Tax Rate is estimated based on the County's preliminary estimates of the Equalized Assessed Valuation (EAV). The County Board of Review is still in session and there are pending appeals. Currently, we are projecting EAV growth at 1.6%. This estimated EAV should generate an approximate rate of 1.09885 for the 2020 tax levy.

Tax Levy Uses: Last year when the City passed the infrastructure bonds, we maintained that the bonded portion of the levy would stay around 0.25. We increased the levy for "corporate purposes" by \$40,000 to be used in the capital projects fund to maintain this rate. The property tax is used to fund Police and Fire pensions, the Library, and three General Obligation bonds, one of which is for Library.





CITY OF QUINCY

Comptroller's Office

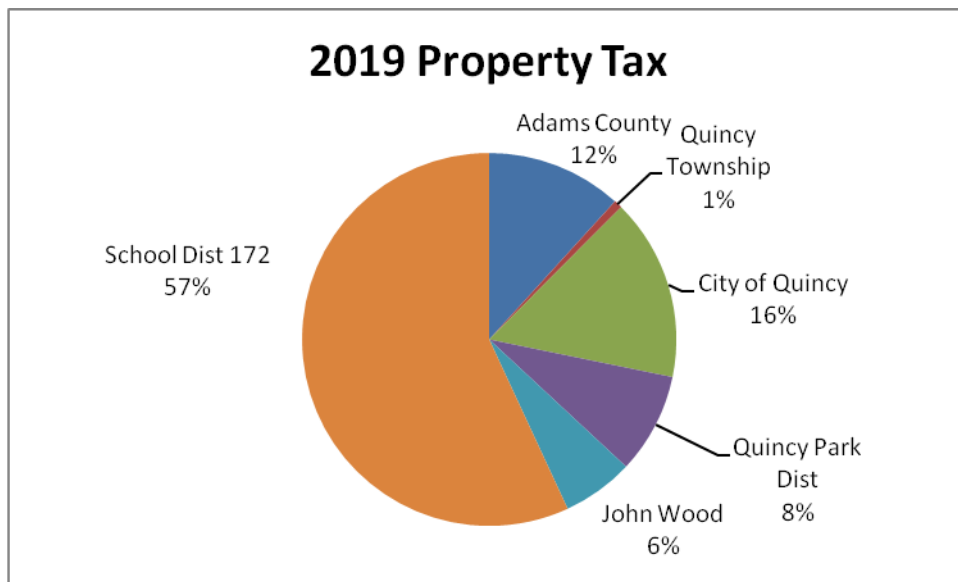
SHERI L. RAY
Comptroller

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

MEMORANDUM

The property tax levy only funds two-thirds of the total pension costs. The City allocates other sources of general revenue for pension costs to alleviate the property tax bills. This tax levy is funding the pensions at the highest recommendation of the two statutory minimum ARC based on 90% funding over 20 years. The City's property tax levy only covers about 42% of the total Library subsidy, with the City allocating other revenue sources for the Library subsidy.

Overlapping Districts: The taxing districts within the City of Quincy are depicted below with the City tax representing 16% of the 2019 total tax bill in regards to the other overlapping districts.



If you have any questions regarding the 2020 Tax Levy or Abatement Levy, please contact me.

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

2020 Tax Levy PROPOSED

Prepared: 11/13/2020

	collected in	Total extension after TIF & EZ		higher 90%/ \$545K	change from previous	estimated rate
		FY 2021	FY 2021	FY 2022		
		2019 Levy	2019 Ext	2020 Levy		
General		0	0	40,000	40,000	0.00575
2017 GO (jail) Bond	415	655,350	661,986	653,925	-8,061	0.09397
2019A GO (Library) Bond	412	410,206	421,232	427,700	6,468	0.06146
2019B GO Bond	416	685,000	685,000	685,000	0	0.09844
Fire Pension		2,531,042	2,531,094	2,657,534	126,440	0.38189
Payback					0	-
Police Pension		2,346,723	2,346,779	2,450,499	103,720	0.35214
Payback					0	-
Library		732,045	732,054	732,045	-9	0.10520
Total Levy		7,360,366	7,378,145	7,646,703	268,558	1.09885
<i>Levy Dollar Increase</i>		3.10%	3.25%	3.64%		
Aggregate levy		5,609,810	5,609,927	5,880,079	270,269	
Aggregate levy % increase		3.57%	3.58%	4.82%		
estimate						
Total Property Rate Value		682,578,895	684,930,932	695,881,844		
EAV over prev year		3.61%	3.96%	1.60%		
PROPOSED TAX RATE		1.07953	1.07721	1.09885		
<i>tax rate % change</i>		-0.38%	-0.59%	2.01%		
(total rate value x Tax Rate)		7,368,644	7,378,144	7,646,703	7,496,109	
Tax Extension (excl TIF)					150,594	
	collected in	FY 2021	FY 2021	FY 2022		
Est. City tax on OOcc \$100K home		\$ 295.07	\$ 294.44	\$ 300.35	\$ 5.92	

Assumptions:

- Pensions funded at >90% ARC
- PPRT at \$2,788,150 (assumes 2% growth over FY21 budget)
- Ameren Green Energy \$440K (\$500,220 less \$60K for GF energy)
- FY 20 VGR = \$755,662
- Uses \$736K of fund balance \$191K trnsfr debt service \$545K of fund balance

*Allocates city funds to pension based on total percent of liability:
53% fire, 47% police*

ORDINANCE NO.

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF QUINCY,
IN THE COUNTY OF ADAMS, AND STATE OF ILLINOIS,
FOR THE FISCAL YEAR BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2021**

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

WHEREAS, the Corporate Authorities of the City of Quincy, pursuant to Ordinance No. 20-13, did, on April 27, 2020, that date being before the beginning of the fiscal year commencing on May 1, 2020, and ending on April 30, 2021, adopt the annual budget for the City of Quincy for such fiscal year; and,

WHEREAS, pursuant to Section 8-2-9.4 of the Illinois Municipal Code (65 ILCS 5/8-2-9.4), such passage of the annual budget by the Corporate authorities shall be in lieu of the annual appropriation ordinance otherwise required by the Illinois Municipal Code; and,

WHEREAS, the Corporate Authorities find that the needs of the City are served by levying upon all property subject to taxation within the City, as that property is assessed and equalized for state and county purposes for the 2020 tax levy year, the respective amounts set forth in this Ordinance, which such amounts are deemed necessary to defray the related expenses and liabilities for all such corporate purposes of the City as have been appropriated for such purposes in the annual budget; and,

WHEREAS, the requirement of Section 18-70 of the Truth in Taxation Law (35ILCS 200/18-70) for a public hearing and for the required notice for such public hearing, pursuant to the terms thereof, do not apply to the 2020 tax levy because said levy is 4.82% more than the prior year's final aggregate levy extensions, plus any amount abated.

NOW, THEREFORE, BE IT ORDAINED by the Corporate Authorities of the City of Quincy, in Adams County, Illinois, as follows:

SECTION 1.

The total amount of appropriations for all Corporate Purposes, which are legally made to be collected from the property tax levy of the current fiscal year of the City of Quincy, is hereby ascertained to be the sum of Seven million, six hundred forty-six thousand, seven hundred three dollars (\$7,646,703).

The sum of \$7,646,703 being the total amount of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the City of Quincy for all corporate purposes of said City is hereby levied upon all taxable property subject to taxation for the current year.

The specific amounts as levied for the various purposes heretofore named are set forth in the right hand column hereinafter in this Ordinance contained, under the designation "To Be Raised by Tax Levy"; said Taxes being levied in the current fiscal year beginning May 1, 2020 and ending April 30, 2021, and for the budgeted expenditures heretofore made for said current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid, for the objects and purposes as follows:

GENERAL CORPORATE PURPOSES

	General Fund:	Total Budgeted Amount	To Be Raised by Tax Levy
1.	Salaries & Benefits (excludes fire/police pension)	17,600,277	0
2.	Contractual Services	2,306,909	0
3.	Commodities	961,823	0
4.	Capital Outlay	329,222	0
5.	Miscellaneous	78,886	0
6.	Debt Service	88,752	0
7.	Transfers	5,675,972	0
8.	Capital Projects Fund 301	3,632,297	40,000
	Total For General Corporate Purposes	30,674,138	40,000

SUMMARY

	TOTAL BUDGETED AMOUNT	TO BE RAISED FROM OTHER SOURCES	TO BE RAISED BY TAX LEVY
<u>GENERAL CORPORATE FUND</u>	\$30,674,138	\$30,634,138	\$ 40,000
<u>FIREMEN'S PENSION FUND</u>			
For State Mandated Pension Requirements	\$ 4,051,587	\$ 1,394,053	\$2,657,534
<u>POLICEMEN'S PENSION FUND</u>			
For State Mandated Pension Requirements	\$ 3,622,134	\$ 1,171,635	\$2,450,499
<u>QUINCY PUBLIC LIBRARY</u>			
Appropriated for the foregoing expenses of the Quincy Public Library from the proceeds of a special tax and anticipated tax replacement in accordance with the provisions of the Illinois Municipal Code, the Illinois Library Act, and the City's Home Rule Authority and as subsequently Amended, and in accordance with the provisions of all laws thereunto enabling said tax and anticipated tax replacement being in addition to all other taxes.	\$1,729,513	\$ 997,468	\$ 732,045

SECTION 2. That the unexpended balance, if any, of the foregoing budgeted expenditures for the fiscal year, remaining at the close of this fiscal year, and also the excess receipts, if any, in the collection of the tax levy of this fiscal year not belonging to any special fund over the estimated thereof, and all unbudgeted receipts of this fiscal year not derived or belonging to any special fund, are hereby budgeted to the General Fund.

SECTION 3. BUDGETED EXPENDITURES FOR SPECIAL PURPOSES TO BE DERIVED FROM SPECIAL TAXES IN ADDITION TO THE TAX FOR GENERAL CORPORATE PURPOSES.

That for the current fiscal year, in addition to the foregoing, the following sums to be collected from the tax levy of this year, or so much thereof as may be authorized by law, be and the same are budgeted for special corporate purposes of the City of Quincy, to-wit: for the payment of principal and interest coming due on bonds; as hereinafter specified.

	TOTAL BUDGETED AMOUNT	TO BE RAISED FROM OTHER SOURCES	TO BE RAISED BY TAX LEVY
<u>FOR DEBT RETIREMENT</u>			
GOCP Bond Series 2009B as authorized by Ord. 09-26 adopted and approved September 9, 2009, to be totally abated.	\$ 241,063	\$ 241,063	\$ 0
GO (Limited Tax) Note Series 2014 as authorized by Ord. 14-32 adopted and approved December 15, 2014, to be totally abated.	\$ 99,680.08	\$ 99,680.08	\$ 0
GO Refunding Bond Series 2017 as authorized by Ord. 17-7 adopted and approved February 7, 2017, to be totally abated.	\$ 653,925	\$ 0	\$ 653,925
GO Bond Series 2019A as authorized by Ord. 19-23 adopted and approved August 26, 2019.	\$ 427,700	\$ 0	\$ 427,700
GO Bond Series 2019B as authorized by Ord. 19-23 adopted and approved August 26, 2019.	\$ 685,000	\$ 0	\$ 685,000

RECAPITULATION

Recapitulation of Tax Levy for the fiscal year of said City of Quincy, beginning May 1, 2019, and ending April 30, 2020, showing the grand totals of taxes to be levied as follows:

	TO BE RAISED BY TAXATION
For General Corporate Purposes	\$ 40,000
For Debt Retirement Principal & Interest:	
2009B GOCP Bonds, Ord. 09-26	\$ -0-
2014 GO (Limited Tax) Note, Ord. 14-32	\$ -0-
2017 GO Refunding Bonds, Ord. 17-7	\$ 653,925
2019A GO Refunding Bonds, Ord. 19-23	\$ 427,700
2019B GO Bonds, Ord. 17-7	\$ 685,000
For Pension Fund of the Fire Dept.	\$2,657,534
For Pension Fund of the Police Dept.	\$2,450,499
For Quincy Public Library	\$ 732,045
TOTAL	\$7,646,703

SECTION: 4. That the City Clerk is hereby authorized and directed to file (on or before the last Tuesday of December 2020) with the County Clerk of Adams County, Illinois, a certified copy of this Ordinance and that the amount levied by Section 1 of this Ordinance is required by said City of Quincy to be levied by taxation as aforesaid and extended upon the budgeted tax books for the fiscal year of said City of Quincy beginning May 1, 2020 and ending April 30, 2021.

SECTION 5. 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 6. This Ordinance shall be in full force and effect immediately on and after its passage and approval.

ADOPTED:

JENNY HAYDEN
City Clerk

APPROVED:

KYLE A. MOORE
Mayor

Officially published in pamphlet form this _____ day of _____.

ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR THE ABATEMENT OF THE TAX HERETOFORE
LEVIED FOR THE YEAR 2020 OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS**

WHEREAS, the City Council (herein “Council”) of the City of Quincy, Adams County, Illinois (herein “City”) by Ordinance adopted on September 8, 2009 (Ordinance 09-26) did provide for the issue of \$1,245,000 General Obligation Corporate Purpose Bonds, Series 2009B (herein “2009B Bonds”) and the annual levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and,

WHEREAS, pursuant to Ordinance 09-26, the City anticipated the availability of other funds of the City for purposes of abating all of the taxes levied to pay said 2009B Bonds, namely, revenues from the City’s Hotel-Motel Tax as set forth in Ordinance 09-26; and,

WHEREAS, the City will have received other funds from said Other Sources in amounts sufficient to permit the total abatement of said tax levy in the sum of \$241,063 and which will be properly deposited in the Bond Fund for payment of the 2009B Bond obligations; and,

WHEREAS, the Council further, by Ordinance adopted on December 15, 2014 (Ordinance 2014-32) did provide for the issue of \$973,518 General Obligation (Limited Tax) Notes Series 2014 (herein “2014 Note”) and the annual levy of a direct annual tax sufficient to pay the principal and interest on the Note; and,

WHEREAS, pursuant to Ordinance 2014-32, the City anticipated the availability of other funds of the City for purposes of abating all of the taxes levied to pay said 2014 Note, namely, revenues from the Central Services Fund and or the City’s General Fund as set forth in Ordinance 2014-32; and,

WHEREAS, the City will have received funds from said Other Sources in amounts sufficient to permit the total abatement of said tax levy in the sum of \$99,680.08 and which will be properly deposited in the Bond Fund for payment of the 2014 obligations; and,

NOW, THEREFORE, be it and it is hereby ordained by the City Council of the City of Quincy, Adams County, Illinois, as follows:

Section 1. Total Abatement of Tax - The tax heretofore levied for the year 2020 by Ordinance 09-26 is hereby totally abated in the sum of \$241,063.

Section 2. Total Abatement of Tax - The tax heretofore levied for the year 2020 by Ordinance 14-32 is hereby partially abated in the sum of \$99,680.08.

Section 3. Filing of Ordinance - Forthwith upon the adoption of this ordinance, the Clerk shall file a certified copy hereof with the County Clerk of Adams County, Illinois and it shall be the duty of said County Clerk to abate said tax levied for the 2020-2021 fiscal year in accordance with the provisions hereof.

Section 4. Effective Date - This ordinance shall be in full force and effect forthwith upon its adoption.

ADOPTED:

Jenny Hayden
City Clerk

APPROVED:

Kyle A. Moore
Mayor

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

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, November 16, 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 9, 2020, were approved as printed on a motion of Ald. Uzelac. Motion carried.

Legal: Assistant Corporation Counsel Bruce Alford.

The City Clerk presented and read the following:

SALES TAX REPORT

The report of the Illinois Department of Revenue showing sales tax collected for the month of August, 2020, in the amount of \$865,407.85 was ordered received and filed on a motion of Ald. Farha. Motion carried.

HOME RULE SALES TAX REPORT

The report of the city's 1-1/2% home rule sales tax collected for the month of August, 2020, in the amount of \$774,347.31 was ordered received and filed on a motion of Ald. Farha. Motion carried.

PROCLAMATION

Mayor Kyle A Moore proclaiming State Of Emergency effective November 13th.

Ald. Uzelac moved the proclamation be received and filed. Motion carried.

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, the 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 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 17th day of November, 2020.

SIGNED:

Kyle Moore, Mayor

ATTEST:

Jenny Hayden, City Clerk

Ald. Bauer moved for the adoption of the resolution, seconded by Ald. Bergman, 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 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, the 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 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 17th day of November, 2020.

SIGNED: Kyle Moore, Mayor

ATTEST: Jenny Hayden, City Clerk

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

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

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

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.

Ald. Farha 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 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 17th day of November, 2020.

AUTHORIZED OFFICIAL

Kyle A. Moore
Mayor, City of Quincy

ATTEST

Jenny Hayden
City Clerk, City of Quincy

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

**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

Police Donations Fund.....		312.94	
Transit Fund.....		1,215.66	68,093.12
Capital Projects Fund.....		1,924.90	
Special Capital Funds.....		191.45	
Special Tax Alloc - TIF #2.....		2,500.00	
Water Fund.....		127,191.90	76,753.83
Sewer Fund.....		177,743.37	18,641.07
Quincy Regional Airport Fund.....		12,430.26	13,838.26
Municipal Dock.....		4,250.00	
Regional Training Facility.....		281.66	
Garbage Fund.....		0.00	12,786.36
Recycle Fund.....		0.00	8,312.65
Central Garage.....		6,778.19	19,310.84
Self Insurance.....		0.00	8,636.59
Health Insurance Fund.....		62,000.01	
Econ Dev Revolv Loan Fund.....		147.60	
Sister City Commission Fund.....		360.00	
BANK 01 TOTALS.....	120,000.00	527,724.84	1,057,455.53
Motor Fuel Tax.....		7,500.00	
2019B GO Street Proj.....		291,463.06	
ALL FUNDS TOTALS.....	120,000.00	826,687.90	1,057,455.53

Jack Holtschlag
Richie Reis
Finance Committee

Ald. Reis seconded by Ald. Holtschlag, 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. Rein referred to the Police Department to monitor the traffic on Melrose Drive at 24th Street at the “Stop” sign as people are rolling through and not stopping. Motion carried.

Ald. Awerkamp referred to the Traffic Commission the possibility to reduce the “Speed Limit” on South 23rd Street off of Cherry Lane. Motion carried.

Ald. Uzelac moved to block the sidewalk and some parking spaces on North 5th, Vermont to Broadway, from time to time November 17th to December 31st for the Kroc Center to do some work, building maintenance and restoration. Motion carried.

Ald. Uzelac moved the City Council adjourn and sit in Executive/Closed Session pursuant to the Open meetings Act ILCS 120/2(c)(21) to review past Executive Session minutes, seconded by Ald. Holtschlag, and on the roll call each of the 14 Aldermen voted yea. Motion carried.

CITY COUNCIL RECONVENED

After sitting in Executive/Closed Session pursuant to the Open Meetings Act 5 ILCS 120/2(c)(21) to review past Executive Session minutes, Ald. Reis moved the City Council reconvene and sit in regular session at 7:40 p.m. Motion carried.

MOTION

Ald. Uzelac moved to release the minutes of the Executive Sessions from the past months and those not previously released dated 11/13/18, 11/19/18, 12/3/18, 4/1/19, 6/3/19(1), 6/3/19(2), 9/23/19, 1/13/20 and 7/20/20 and the corresponding audios at the end of their required 18 months, seconded by Ald. Holtschlag. Motion carried.

The City Council adjourned at 7:41 p.m. on a motion of Ald. Reis. Motion carried.

JENNY HAYDEN, MMC
City Clerk

Quincy Plan Commission

Tuesday, November 24, 2020

7:00 p.m.

Quincy City Council Chambers

Quincy City Hall (1st Floor) – 730 Maine Street



NOTE

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 217-221-3663 or emailing jparrott@quincyl.gov prior to 2:00 pm the day of the meeting.

Written comments will be accepted. Comments received prior to 2:00 pm on the day of the meeting will be read into the record during the meeting. Comments can be mailed to "Quincy Plan Commission – 706 Maine St. (3rd Floor) – Quincy, IL 62301" or emailed to jparrott@quincyl.gov.

AGENDA

1. Call the Meeting to Order
2. Approve Minutes from the Tuesday, October 27, 2020
3. Public Comment (limited to three minutes)
4. Public hearing requested by Charles T. Marx for a zoning change from C1A (limited local commercial) to C1B (limited local commercial) on property located at 1401 Harrison Street and on property located at 1405 Harrison Street to allow for the installation of an ATM and for further development (Ward 6)
5. Public hearing requested by Steve Williams for a Special Permit for Planned Development to operate a vehicle window tinting business at 1629 South 57th Street and to store large solar equipment at 1629 South 57th Street. Zoned RU1 (Ward 5)
6. Additional Items for Consideration
7. Adjournment



**City of Quincy
Quincy Transit Lines**

2020 Jennifer Road
Quincy IL 62301

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

TRANSIT ADVISORY COMMISSION
AGENDA

DATE: Monday November 23, 2020

TIME: **6:30 p.m.**

ATTENTION

Due to the Closure of City Hall to the general public, committee meetings are not able to be opened to the general public. If you are interested in listening and / or watching the meeting live through the internet, please send an email to transit@quincyl.gov by 1:00pm Monday afternoon. This access is limited to the first **80** individuals.

Public Comment

In lieu of Public Comment, any comments regarding Transit Committee Agenda item will need to be sent as an email with contact information to transit@quincyl.gov by 11:00a.m. the Friday before the meeting. The Transportation Director will make sure that the comment is read in **summary** and a full copy of the comment will be provided to the committee members in advance of the meeting.

1. Call the meeting to order.
2. Public Comment
3. New Business
 - General Fund Loan

Respectfully submitted,

Marty Stegeman
Transportation Director