

Council Meeting for November 30, 2020



ATTENTION

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

Requests to Speak

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

CITY COUNCIL AGENDA

November 30, 2020

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

REPORTS OF THE QUINCY PLAN COMMISSION

**Ward
6**

Recommending approval of a zoning change from C1A (Limited Commercial) to C1B (Limited Commercial) on property located At 1401 Harrison Street and recommending approval of a zoning change from C1A (Limited Commercial) to C1B (Limited Commercial) on property located At 1405 Harrison Street to allow for the installation of an ATM and for possible future development (including bank-related services).

**Ward
5**

Recommending approval of the special permit for planned development to operate a window tinting business at 1629 South 57th Street, to operate a rental business for solar light tower trailers at 1629 South 57th Street, and to allow outdoor storage of solar light tower trailers at 1629 South 57th Street.

RESOLUTION

Central Services Director and Central Services Committee recommending approval of the bid from Summy Tire in the amount of \$6,920.31 for the purchase of tires for a term of 2 years beginning January 1, 2021 ending December 31, 2022.

ORDINANCES

Second 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

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@quincivil.gov prior to 2:00 pm the day of the meeting.

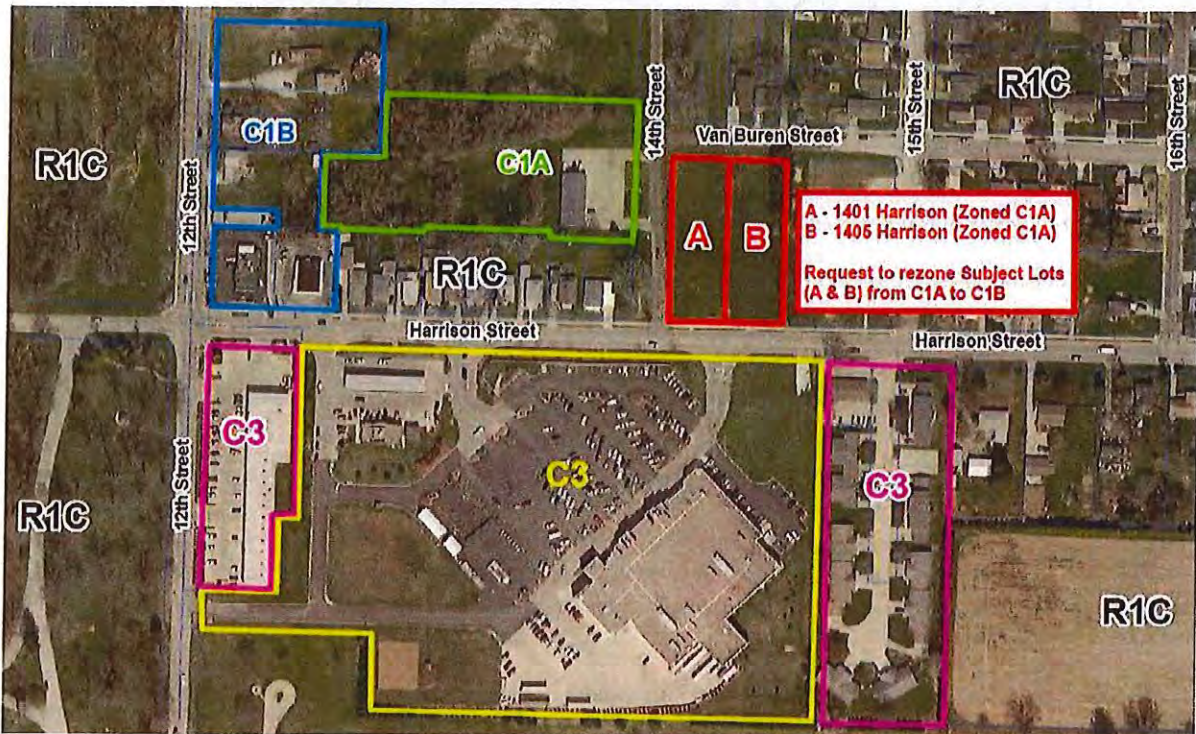
Written comments will be accepted. Comments received prior to 2:00 pm on the day of the meeting will be read into the record during the meeting. Comments can be mailed to "Quincy Plan Commission – 706 Maine St. (3rd Floor) – Quincy, IL 62301" or emailed to jparrott@quincivil.gov.

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) (APPROVED)
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) (APPROVED)
6. Additional Items for Consideration
7. Adjournment

ZONING CHANGE REVIEW

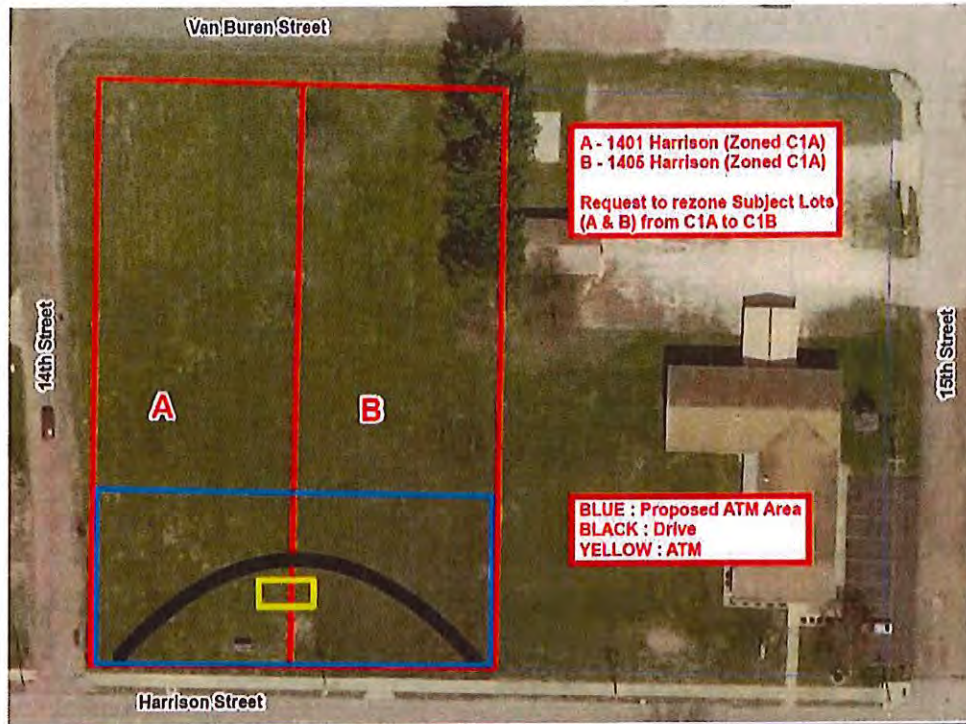
Applicant/Owner or Prospective Owner	Charles T Marx & Kathie J Marx
Address(es)	1401 Harrison Street & 1405 Harrison Street
Parcel Size(s)	1401 Harrison Street – 100' x 284' 1405 Harrison Street – 99' x 284' Total – 199' x 284'
Ward	6
Current Zoning	1401 Harrison Street – C1A (Limited Local Commercial) 1405 Harrison Street – C1A (Limited Local Commercial)
Permitted Uses	C1A – Single or Two Family Residential, Commercial Use including limited retail, professional clinics and offices
Minimum Lot Area/Width	C1A - None
Requested Zoning	C1B (Limited Local Commercial)
Permitted Uses	Residential, Retail, Services, Professional Offices, Health & Medical Offices
Minimum Lot Area/Width	None / None
Surrounding Zoning	See Below
Essential Facilities	City Sewer, City Water, Access off Harrison Street



LOCATION/BACKGROUND:

The petitioner seeks a zoning change for two lots: 1401 Harrison Street & 1405 Harrison Street (shown in red on the map above). The petitioner, who owns the two undeveloped lots, seeks to rezone them from C1A (Limited Local Commercial) to C1B (Limited Local Commercial). The Future Land Use map adopted in April 2013 designates the two lots for commercial use.

The petitioner seeks construct an ATM in the southern quarter of the two lots (as shown below). The proposal provided to the Planning & Development staff shows the drive-thru lane for the ATM entering and exiting on Harrison Street. The petitioner anticipates the development of other banking services on the lots in the future or other types of development. The Zoning Code allows for service uses such as Banks (including drive-in facilities) and financial institutions in a C1B district. These uses are not allowed in a C1A district, as the lots are currently zoned.



There is a strong mix of commercial and residential usage surrounding the two lots. There is a church to the immediate east of the lots, with single family residential to the north and east beyond the church. The nearby businesses include Dollar General, Dairy Queen, a Laundromat and a chiropractic clinic to the east and a strip mall and HyVee (Gas/Grocery) to the south and southwest. There is also a small housing development to the southeast of the two lots.

STAFF COMMENTS:

Staff supports the request to rezone the two subject properties to C1B classification, with two conditions:

- The rezoning is subject to a site plan review by city staff of the proposed ATM and of future development.
- The rezoning is subject to a review of the proposed ATM entrance/exit off Harrison Street by city staff.

This section of Harrison Street, between South 12th – South 18th Street, is a high traffic area with a large grocery store, several bars, restaurants and gas stations, as well as other businesses. Due to the heavy vehicular traffic in the area, staff believes the installation of the ATM would not result in a noticeable increase in traffic, especially given its location being near the entrance/exit to HyVee.

In the future, the development of a bank or financial institution on the northern ¼ of the two lots could increase traffic for the neighborhood, but as previously stated, the increase might not be noticeable at times, given the existing volume of traffic along Harrison Street from 12th to 18th.

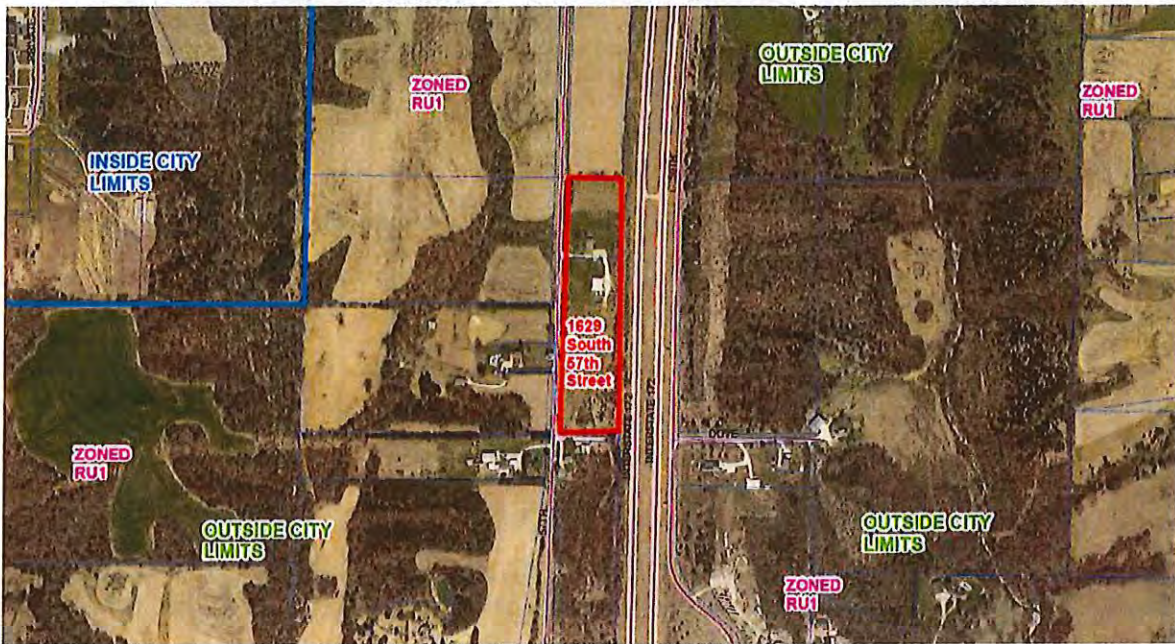
STAFF RECOMMENDATION:

Staff recommends that the Plan Commission recommend approval of the rezoning of 1401 Harrison Street from C1A to C1B and the rezoning of 1405 Harrison Street from C1A to C1B with the following conditions:

- The rezoning is subject to a site plan review by city staff of the proposed ATM and of future development.
- The rezoning is subject to a review of the proposed ATM entrance/exit off Harrison Street by city staff.

REVIEW – SPECIAL PERMIT FOR PLANNED DEVELOPMENT

Applicant/Owner or Prospective Owner	Steve Williams 1629 S. 57 th Street – Quincy, Ill.
Address(es)	1629 S. 57 th Street
Parcel Size(s)	1629 S. 57 th Street – 284' x 411' = 116,724 square feet Unaddressed property to South – 293' x 876' = 256,668 square feet
Ward	5
Current Zoning	RU1 (Rural)
Request	Operate a Window Tinting Business on-site Exterior Storage of Solar Light Tower Trailers



LOCATION/BACKGROUND:

The petitioner seeks a special permit for planned development for the property at 1629 South 57th Street and a property with no address to the immediate south of 1629 South 57th Street. The petitioner says his mother is the owner of the two subject lots. The special permit for planned development would allow for the operation of a vehicle window tinting business and for the exterior storage of solar light tower trailers. The petitioner says the vehicle window tinting business has been in operation for decades on the property. He said the tower trailers are stored in a large open area south of the residence at 1629 South 57th Street. The solar tower light trailer storage came to City inspection attention based on a complaint from a neighbor.

The subject lots are located outside City Limits, but are included in the “mile and a half” radius of the city of Quincy. Staff identified approximately six single-family residences to the immediate south, southeast and southwest of the subject lots. To the east, north, and west appears to be undeveloped land, primarily timber and possibly farmland.



Per the picture above, the petitioner is storing the solar equipment on the grassy area west of the residence, which can be seen to the right of the green pin. The window tinting business is located in the accessory building with the white roof in the photo. The two subject lots are highlighted in blue.

CURRENT PLANNING:

The 2013 Neighborhood Land Use Plan categorizes 1629 South 57th Street and the lot without an address to the south as single family residential use.

STAFF COMMENTS:

The subject lots are in a rural area and on a hard surfaced roadway, which means there are little to no concerns regarding traffic increase. In addition, the petitioner says the window tinting business has been in operation for decades.

Staff has been contacted by a neighbor in opposition to the proposed Planned Development Special Permit.

STAFF ANALYSIS OF PD SPECIAL PERMIT REQUIREMENTS

The property is somewhat unique in the land use to the east is Interstate -172 and to the west for the most part cannot be seen from South 57 because of large conifer tree line and grade of the land along the road. The solar trailer storage can be seen when on South 57 Street traveling northbound.

Staff finds that the requested planned development would be consistent with specific objectives A and K of the Planned Development subchapter:

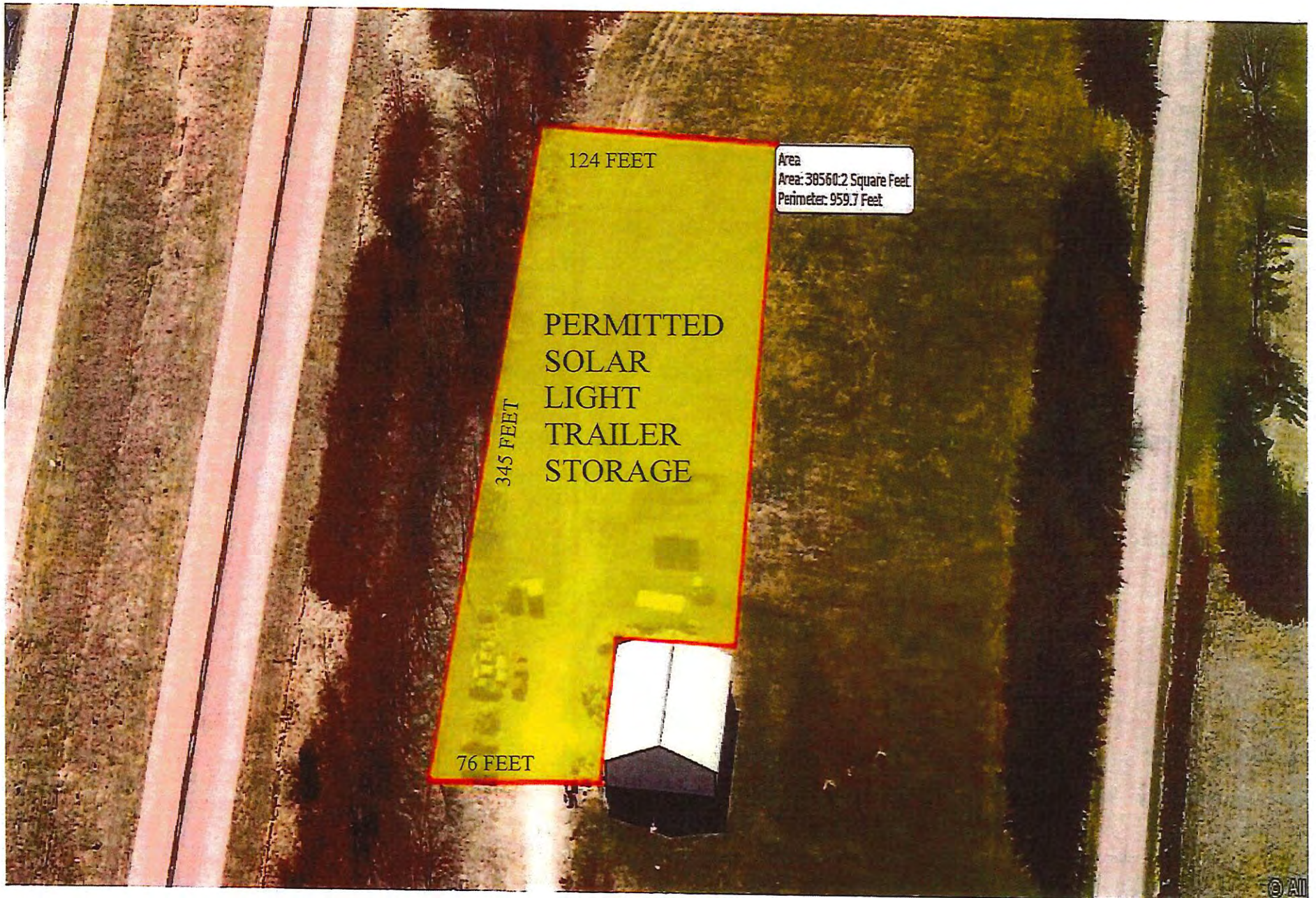
- (A) To permit a maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other Sections of this (Zoning) Chapter or other applicable ordinances of the City of Quincy.
- (K) To assure that the development of land and properties is consistent with adjoining uses and developments, whether existing or prospective.

STAFF RECOMMENDATION:

Staff recommends that the Plan Commission recommend approval of the Special Permit for Planned Development to allow for the operation of a vehicle window tinting business to be conducted inside the building at 1629 South 57th Street and to allow for the exterior storage of solar light tower trailers at 1629 South 57th Street subject to the following conditions:

1. Solar light towers trailer storage are limited to an area as show on Exhibit A. The perimeter area is approximately 40,000 square feet with dimension of 345 feet by 124 feet as shown on Exhibit A and the permitted storage area is setback 150 feet from the South 57 Street right of way.
2. The solar light towers shall not to be lit a night.
3. Exterior storage is limited to solar light tower trailers.
4. This Planned Development Special Permit is not transferable.

EXHIBIT A PROPOSED EXTERIOR STORAGE AREA FOR SOLAR LIGHT TOWER TRAILERS



RESOLUTION

WHEREAS, the City of Quincy Purchasing Department did advertise for sealed competitive bids for the purchase of tires for city owned vehicles for a term of two-years beginning January 1,2021 and ending December 31,2022; and

WHEREAS, the following bid was received, and the total contract cost are.

Summy Tire	\$6,920.31
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WHEREAS, bid met the required specifications; and

WHEREAS, funding has been appropriated for the this contract; now

THEREFORE BE IT RESOLVED, the director of Central Services and the Central Services Committee recommend to the Mayor and the City Council that the only bid is awarded to Summy Tire.

Kevin McClean
Director of Central Services

November 30, 2020

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

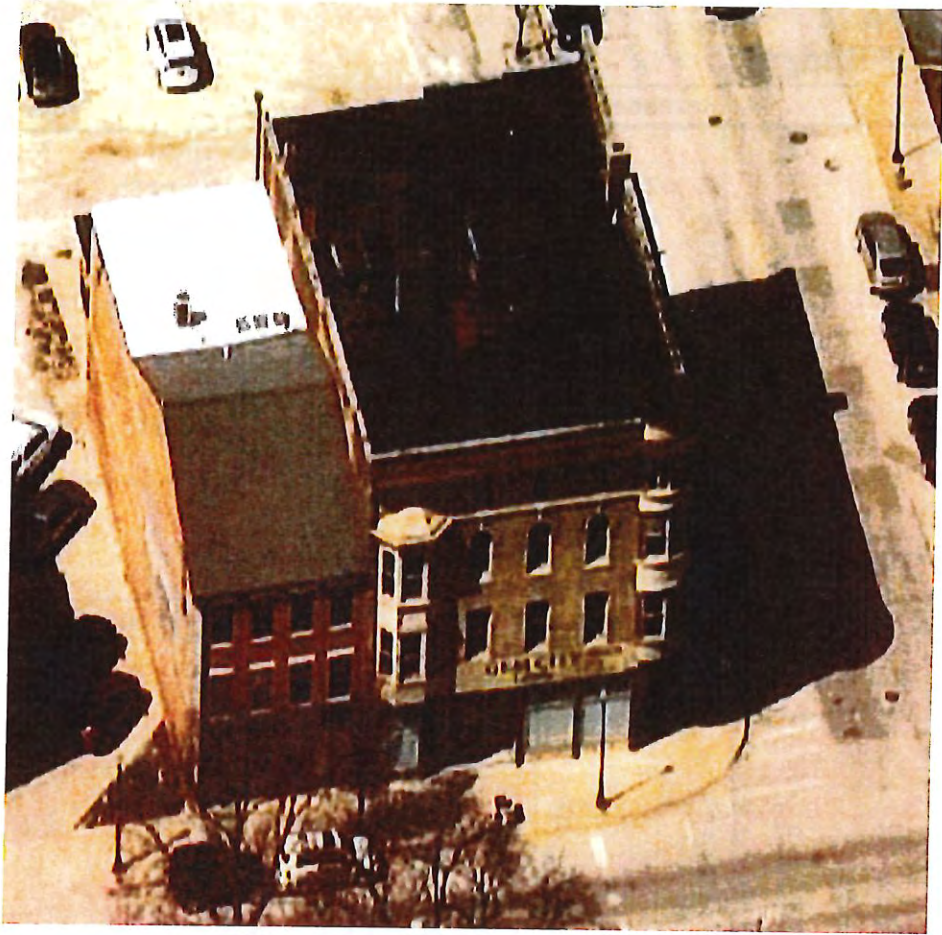
Officially published in pamphlet form this ____ day of _____, 2020.

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		<u>Parking Lot F \$ 505,200</u>
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 from 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 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



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



CITY OF QUINCY

Comptroller's Office

SHERI L. RAY
Comptroller

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

MEMORANDUM

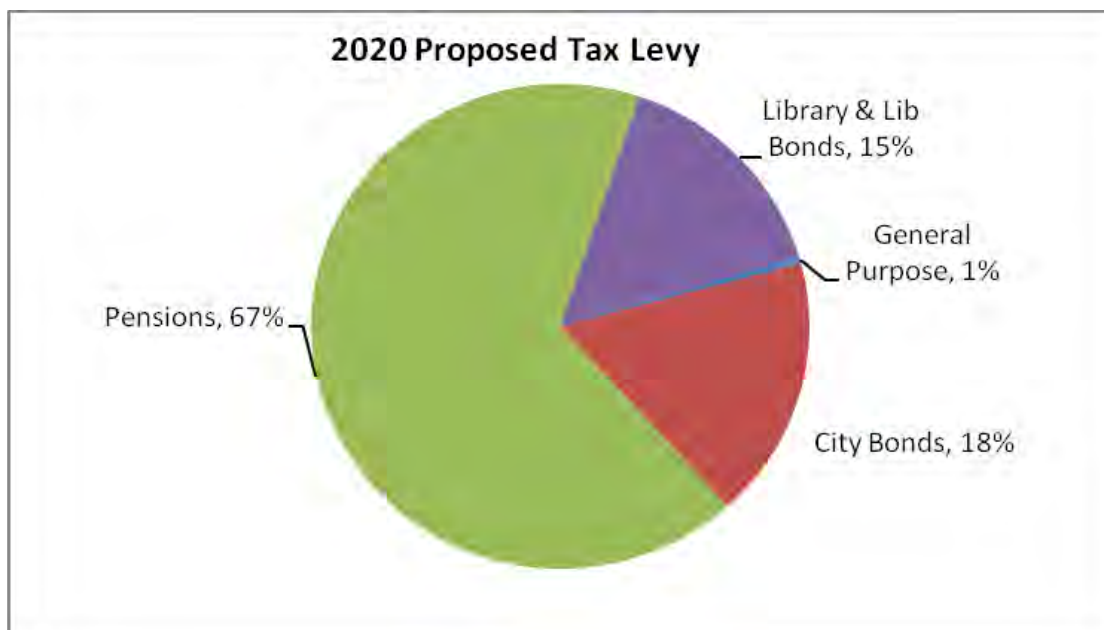
TO: Mayor and City Council
FROM: Sheri Ray
DATE: November 20, 2020
RE: Tax Levy Ordinance and Abatement Ordinance

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

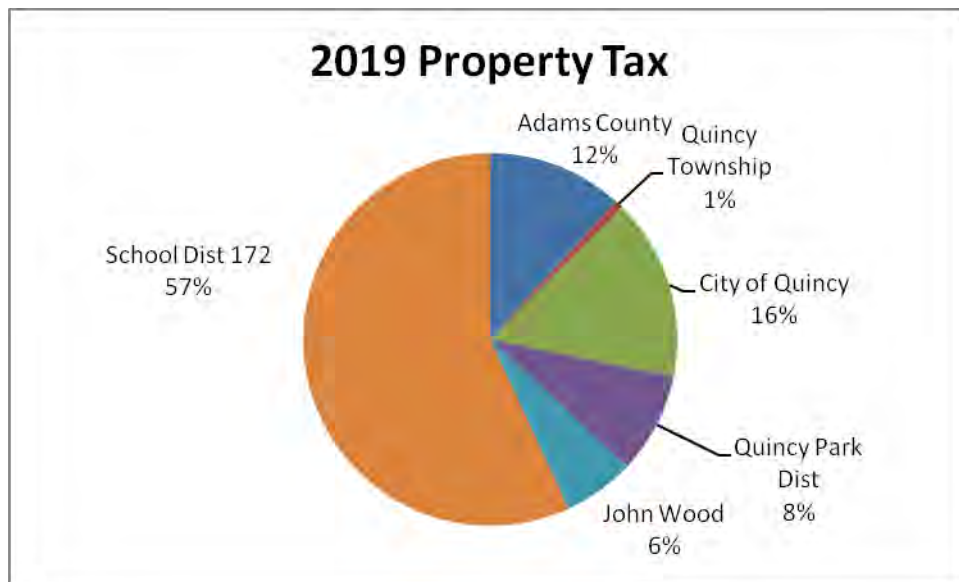
SHERI L. RAY
Comptroller

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 23, 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, Bergman, Bauer, Finney, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 10.

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

Absent: Ald. Entrup. 1.

Ald. Holtschlag moved Ald. Entrup be excused from this meeting. Motion carried.

The minutes of the regular meetings of the City Council held November 16, 2020, were approved as printed on a motion of Ald. Uzelac. Motion carried.

Legal: Corporation Counsel Lonnie Dunn.

The Deputy City Clerk presented and read the following:

BANK STATEMENTS OF CONDITIONS

The bank statements of condition of the Town & Country Bank Midwest, State Street Bank, and First Bankers Trust as of June 30, 2020, were ordered received and filed on a motion of Ald. Farha. Motion carried.

PROCLAMATION

Mayor Kyle A Moore proclaiming November 23rd to January 1, 2021, as "Project Red Ribbon".

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

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 that the Council of the City of Quincy re-authorize the Small Business Emergency 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 23rd day of November, 2020.

Approved this 24th day of November, 2020.

City of Quincy, an Illinois Municipal Corporation

By: Kyle A. Moore, Mayor

ATTEST: Jenny Hayden, Its City Clerk

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

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, an 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 amounts 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

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

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

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

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.

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

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.

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

ORDINANCE

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)

Ald. Bauer moved for the adoption of the ordinance, seconded by Ald. Uzelac, and on the roll call each of the 13 Aldermen voted yea, with 1 absent.

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

ORDINANCE

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

Ald. Bauer moved for the adoption of the ordinance, seconded by Ald. Uzelac, and on the roll call each of the 13 Aldermen voted yea, with 1 absent.

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

ORDINANCE

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

Ald. Holtschlag moved for the adoption of the ordinance, seconded by Ald. Uzelac, and on the roll call each of the 13 Aldermen voted yea, with 1 absent.

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

ORDINANCE

First reading of an ordinance entitled: An Ordinance Approving A Redevelopment Ordinance And Expenditure Of Tax Increment Financing For The Redevelopment Of 131 N. 4th Street.

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

The Deputy City Clerk read the ordinance by its title.

ORDINANCE

First reading of an ordinance entitled: An Ordinance 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.

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

The Deputy City Clerk read the ordinance by its title.

ORDINANCE

First reading of an ordinance entitled: An Ordinance 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.

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

The Deputy City Clerk read the ordinance by its title.

ORDINANCE

First reading of an ordinance entitled: An Ordinance Providing For The Abatement Of The Tax Heretofore Levied For The Year 2020 Of The City Of Quincy, Adams County, Illinois.

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

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, November 23, 2020

	Transfers	Expenditures	Payroll
City Hall.....		776.20	
Reg Trng Facility.....	500.00		
Building Maintenance.....		727.83	
Comptroller.....		658.00	
IT Department.....		42.99	
Police Department.....		3,762.99	
Fire Department.....		7,834.47	
Public Works.....		5,534.02	
Engineering.....		4,818.08	
Tax Distribution/Subsidies.....		69,370.01	
GENERAL FUND SUBTOTAL.....	500.00	93,524.59	0.00
Planning and Devel.....		63.80	
911 Surcharge Fund.....		52.52	
Traffic Signal Fund.....		825.00	
Police Dept. Grants.....		86.86	
Police Donations Fund.....		1,105.20	
Crime Lab Fund.....		1,729.46	
Transit Fund.....		802.98	
Capital Projects Fund.....		993.88	
Special Capital Funds.....		22.29	
Water Fund.....		67,049.75	
Sewer Fund.....		101,244.78	
Quincy Regional Airport Fund.....		20,265.32	
Regional Training Facility.....		443.51	
Garbage Fund.....		18,079.67	
Recycle Fund.....		79.75	
Central Garage.....		5,660.94	
Self Insurance.....		3,728.87	
BANK 01 TOTALS.....	500.00	315,759.17	0.00
Motor Fuel Tax.....		2,038.68	
Dwnst SmBus Stabilization.....		18,750.00	
2009 Library G/O Bond Fund.....		345,930.56	
2019B G/O Bond Fund.....		342,625.00	
ALL FUNDS TOTALS.....	500.00	1,025,103.41	0.00

Jack Holtschlag
Mike Rein
Richie Reis
Finance Committee

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

INFRASTRUCTURE UPDATE

Jeff Conte, Director of Engineering and Utilities, gave a brief update on the ongoing infrastructure throughout the city. He also had a handout for the City Council.

The City Council adjourned at 7:49 p.m. on a motion of Ald. Holtschlag. Motion carried.

JENNY HAYDEN, MMC
City Clerk
By Laura Oakman, Deputy Clerk