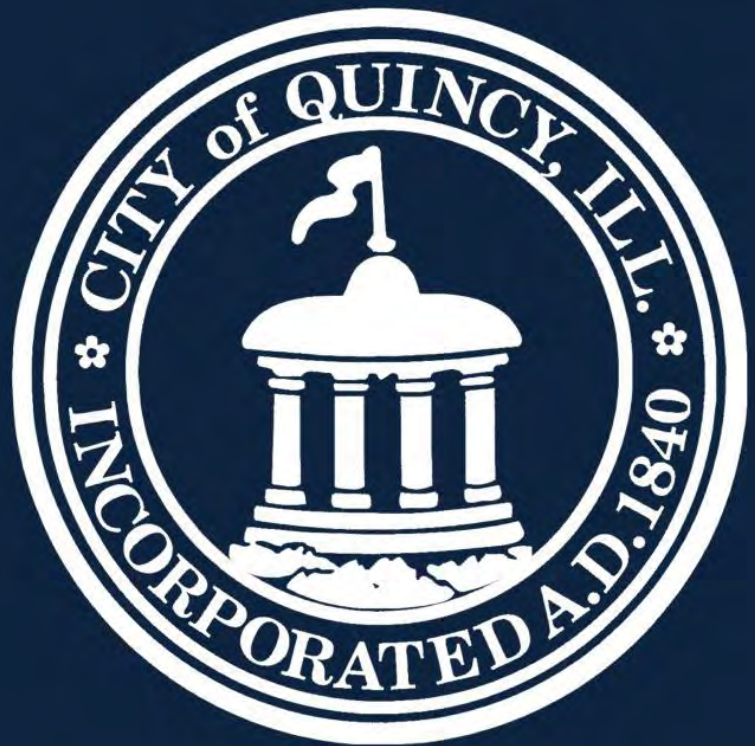


Council Meeting for May 17, 2021



ATTENTION

In light of restricted public attendance due to Covid, the City Council chambers have been arranged to allow the maximum number of participants being capped at 50. We will have **20** open seats available to those who wish to attend.

Those who wish to attend must register with the City Clerk by **12:00 PM** the day of the meeting by calling 217-228-4510 or emailing cityclerk@quincyl.gov. Priority will be given to those who have business before the council or committee. All attendees are requested to wear a mask entering City Hall and while attending the meeting.

Members of the public will need to give their name at the door to enter City Hall. We request that members of the public proceed to the marked seating in the Council Chambers rather than congregate in the hallways.

Live broadcast of City Council meetings is also on the city's **Facebook** page 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 (If Friday is a holiday it will be Thursday by 11:00 a.m.) 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

May 17, 2021

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

PETITIONS

Ward 7 A special event application from Fishing for Freedom to hold an annual Fishing for Freedom Fishing tournament Friday, June 4th through Sunday, June 6th in Clat Adams Park. Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers and the Department of Utilities & Engineering approved the required documentation.

Ward 7 A special event application from the Alibi located at 500 York St. requesting permission to hold a grand opening event on Saturday, May 29, 2021 between the hours of 12:00 p.m. and 12:00 a.m. They request the closure of South 5th St. from York St. south to the alley and barricades needed for the street closure. They request sections 111.096(a), 111.096(d), and 111.067(a) be waived to allow for the consumption and possession of liquor on a public street, permitting open liquor to leave the licensed premises, and selling of liquor outside the licensed premises. The Quincy Police Department has approved the Waiver of Liquor Ordinances and approval of a Live Entertainment/Public Gathering Permit for a live band. They request permission to assemble a stage for the live entertainment outside the main entrance of the building. The Department of Planning and Development approves the Temporary Structure Permit pending an inspection of the structure by the Quincy Fire Department once the stage is in place and prior to the start of the event. The applicant has submitted all of the required documentation and approval is recommended by the Department of Utilities & Engineering.

REPORTS OF TRAFFIC COMMISSION

Ward 1 Recommending 2 hour parking be implemented along the east side of North 12th Street, commencing at a point 720 feet north of the center line of Locust Street and extending north a distance of 120 feet.

Ward 5 Recommending the referral for "Stop" signs at the intersection of 30th and Cabot Road be granted. Traffic on South 30th will stop for traffic on Cabot Road.

Ward 2 Recommending the referral to implement a "4-Way Stop" at the intersection of 22nd and Elm Streets be granted.

Ward 7 Recommending that 15 minute parking be implemented along the south side of Hampshire Street, commencing at a point 100 feet west of the center of North 4th Street and extending west a distance of 50 feet.

Recommending the School Speed Zone for the Early Childhood Center be amended as follows:

Time Restrictions:

Ward 7

- Kentucky Street, 8th to 9th Street, three times per day on days when school is in session from 10:50 a.m. until 11:00 a.m., 11:20 a.m. until 11:40 a.m., and 3:05 p.m. until 3:25 p.m.

Change to:

- Kentucky Street, 8th to 9th Street on days when school is in session.

Addition:

- Ninth Street, State to Kentucky Streets on days when school is in session.

SALES TAX REPORT

February, 2021 - \$790,684.41

HOME RULE SALES TAX REPORT

February, 2021 - \$717,781.74

RESOLUTIONS

A Resolution Of The City Of Quincy, Adams County, Illinois Authorizing The City To Enter Into A Reciprocal Agreement On Exchange Of Information With The Illinois Department of Revenue.

A Resolution Authorizing TIF Expenditure Riverfront Power Line Burial. (Engineering services by Klingner & Associates in the amount of \$53,000 to provide necessary engineering, easements and platting to permit the burying of the Ameren electrical lines from Jersey St. to the Quincy Boat Club.)

Resolution For Sale Of Non-Essential Property Located At 826 North 2nd State Street. (To Bertha McAlonan for \$100.00.)

Resolution Authorizing TIF Expenditure Supporting The Redevelopment Of 531 Hampshire Street. (In the amount of \$500,000 for the renovation into a boutique hotel with first floor restaurant paid upon project completion.)

Central Services Director and Central Services Committed recommending approval of the purchase of street marking paint from Ennis-Flint, Inc. of Greensboro, NC in the amount of \$21,541.30.

REPORT OF FINANCE

REQUEST TO SPEAK

Written request to speak under suspended rules by Deborah Day, concerning water and sanitation sewers on Koch's Lane.



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Chuck Bevelheimer, Rob Copley, Joe Henning, Kevin McClean
From: Jeffrey Conte, Director of Utilities & Engineering
Date: May 17, 2021
Subject: Special Event Application – Fishing for Freedom

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Fishing for Freedom Quincy requesting permission to hold the annual Fishing for Freedom Fishing Tournament on Friday, June 4th through Sunday, June 6th in Clat Adams Park.

The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers.

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



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Rob Copley, Kevin McClean, Joe Henning, Chuck Bevelheimer
From: Jeffrey Conte, Director of Utilities & Engineering
Date: May 17, 2021
Subject: Special Event Application – The Alibi

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from Cassandra McGee, owner of The Alibi located at 500 York Street. The applicant is requesting permission to hold a grand opening event on Saturday, May 29, 2021 between the hours of 12:00 p.m. (noon) and 12:00 a.m. (midnight).

The applicant requests the closure of South 5th Street from York Street south to the alley and that the City provides barricades for the street closure.

The applicant also requests that liquor ordinances 111.096(a), 111.096(d), and 111.067(a) be waived to allow for the consumption and possession of liquor on a public street, permitting open liquor to leave the licensed premises, and selling of liquor outside the licensed premises. The Quincy Police Department has approved the Waiver of Liquor Ordinances.

The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for a live band. The applicant requests permission to assemble a stage for the live entertainment outside the main entrance of the building. The Department of Planning and Development approves the Temporary Structure Permit pending an inspection of the structure by the Quincy Fire Department once the stage is in place and prior to the start of the event.

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



CITY OF QUINCY
TRAFFIC COMMISSION

May 17, 2021

Honorable Mayor Mike Troup
City Council
City of Quincy
730 Maine Street
Quincy, Illinois 62301

Dear Mayor and City Council Members,

The Traffic Commission recommends that 2 hour parking be implemented along the east side of North 12th Street, commencing at a point 720 feet north of the center line of Locust Street and extending north a distance of 120 feet.
(82, Schedule 1)

Respectfully Submitted,

Rob Copley, Vice-Chairman
Traffic Commission



CITY OF QUINCY
TRAFFIC COMMISSION

May 17, 2021

Honorable Mayor Mike Troup
City Council
City of Quincy
730 Maine Street
Quincy, Illinois 62301

Dear Mayor and City Council Members,

The Traffic Commission recommends that the referral “Stop” signs at the intersection of 30th and Cabot Road be granted. Traffic on South 30th Street will stop for traffic on Cabot Road.

Respectfully Submitted,

Rob Copley, Vice-Chairman
Traffic Commission



CITY OF QUINCY
TRAFFIC COMMISSION

May 17, 2021

Honorable Mayor Mike Troup
City Council
City of Quincy
730 Maine Street
Quincy, Illinois 62301

Dear Mayor and City Council Members,

The Traffic Commission recommends that the referral to implement a “4-Way Stop” at the intersection of 22nd and Elm Streets be granted.

Respectfully Submitted,

Rob Copley, Vice-Chairman
Traffic Commission



CITY OF QUINCY
TRAFFIC COMMISSION

May 17, 2021

Honorable Mayor Mike Troup
City Council
City of Quincy
730 Maine Street
Quincy, Illinois 62301

Dear Mayor and City Council Members,

The Traffic Commission recommends that 15 minute parking be implemented along the south side of Hampshire Street, commencing at a point 100 feet west of the center of North 4th Street and extending west a distance of 50 feet.

Respectfully Submitted,

Rob Copley, Vice-Chairman
Traffic Commission



CITY OF QUINCY
TRAFFIC COMMISSION

May 17, 2021

Honorable Mayor Mike Troup
City Council
City of Quincy
730 Maine Street
Quincy, Illinois 62301

Dear Mayor and City Council Members,

The Traffic Commission recommends the School Speed Zone for the Early Childhood Center be amended as follows:

Time Restrictions

- Kentucky Street, 8th to 9th Street, three times per day on days when school is in session from 10:50 a.m. until 11:00 a.m., 11:20 a.m. until 11:40 a.m., and 3:05 p.m. until 3:25 p.m.

Change to

- Kentucky Street, 8th to 9th Street on days when school is in session

Addition

- Ninth Street, State to Kentucky Streets on days when school is in session

Respectfully Submitted,

Rob Copley, Vice-Chairman
Traffic Commission

CITY OF QUINCY



Office of City Treasurer

LINDA K. MOORE, DBA
CITY TREASURER

CITY HALL ♦ 730 MAINE STREET
QUINCY, IL 62301

MEMO

To: City Council

From: Linda Moore, Treasurer

Date: May 14, 2021

Re: IL Department of Revenue Reciprocal Agreement on Exchange of Information

After each Mayoral Election, the city must update the agreement to share financial information that was obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service occupation Tax Act the Use Tax Act, and the Service Use Tax Act. The financial information is limited to the net revenue distributed to the City.

The Chief Executive Officer, the Mayor, submits a letter to the Illinois Department of Insurance with the list of names authorized to receive and/or view this information.

I'm asking Council to pass the attached resolution authorizing the City to update this reciprocal agreement with the Illinois Department of Revenue.

If you have any questions, please let me know.

Thank you.

**A RESOLUTION OF THE CITY OF QUINCY, ADAMS COUNTY, ILLINOIS
AUTHORIZING THE CITY TO ENTER INTO A RECIPROCAL AGREEMENT
ON EXCHANGE OF INFORMATION WITH THE ILLINOIS DEPARTMENT
OF REVENUE**

WHEREAS, Public Act 99-517 made changes to the statute regarding the furnishing of confidential taxpayer information to local governments; and,

WHEREAS, as a result of this legislative change, the Illinois Department of Revenue has made changes to the Reciprocal Agreement on Exchange of Information; and,

WHEREAS, due to the sensitive nature of this confidential taxpayer data, that Illinois Department of Revenue has added a new requirement which requires each authorized person to complete and sign an Attachment B, Acknowledgement of Restrictions on Use and Disclosure of Confidential Financial Information; and,

WHEREAS, the current Reciprocal Agreement on Exchange of Information must be updated following the municipal elections; and,

WHEREAS, the Mayor, the Director of Administrative Services, the City Treasurer, the Deputy Treasurer, and the City Comptroller are authorized to view this information, and each individual authorized under the agreement has completed Attachment B; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Quincy, Adams County, Illinois, that the Mayor and the City Clerk of the City of Quincy are hereby authorized to execute and attest, respectively, the “Reciprocal Agreement for Exchange of Confidential Information Annual Recertification Letter, Attachment A and Attachment B” a copy of which is attached hereto and incorporated herein by reference as “Resolution Exhibit No. 1” and Attachment A & B;

This Resolution shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Passed and approved this _____ day of _____, 2021.

Ayes:

Nays:

Absent:

Submitted by: Linda Moore, Treasurer

May 18, 2020

Illinois Department of Revenue
Local Tax Allocation Division (MC 3-500)
101 W Jefferson St
Springfield, IL 62702-5145

Email: rev.localtax@illinois.gov

To Local Tax Division:

The City of Quincy is requesting, pursuant to the Reciprocal Agreements on Exchange of Information, the remittance reports available to this municipality for businesses registered in our jurisdiction for the current calendar year.

The following list of employees or individuals are authorized to view and electronically request the confidential information through My Local Tax portal:

Mike Troup, Mayor
Sheri Ray, Comptroller
Linda Moore, Treasurer
Jeff Mays, Director of Administrative Services
Lori Oliver, Deputy Treasurer

Sincerely,

Mike Troup, Mayor

September 1, 2016 and after

**RECIPROCAL AGREEMENT ON EXCHANGE OF INFORMATION
BETWEEN THE CITY OF QUINCY AND THE
ILLINOIS DEPARTMENT OF REVENUE**

The Illinois Department of Revenue (the “Department”), in accordance with the statutes of the State of Illinois, agrees to share under the terms of this Reciprocal Agreement on Exchange of Information (the “Reciprocal Agreement”) with the City of _____ QUINCY _____ (the “Municipality”) financial information obtained pursuant to the Illinois Retailers' Occupation Tax Act, the Service Occupation Tax Act, the Use Tax Act, and the Service Use Tax Act (the “Tax Acts”). For purposes of this Reciprocal Agreement, “financial information” means the following information for each retailer or serviceman in the Municipality: (1) the business name; (2) the business address; (3) the standard classification number assigned to the business; (4) net revenue distributed to the requesting municipality that is directly related to the requesting municipality's local share of the proceeds under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act, and the Retailers' Occupation Tax Act distributed from the Local Government Tax Fund, and, if applicable, any locally imposed retailers' occupation tax or service occupation tax; and (5) a listing of all businesses within the requesting municipality by account identification number and address.

It is further agreed that all information exchanged will be used only for the official purposes of the State and of the Municipality and shall be kept confidential in accordance with the Tax Acts. Each party agrees to take appropriate steps to protect from unauthorized disclosure the tax information obtained pursuant to this Reciprocal Agreement and to destroy it when no longer needed by shredding or other appropriate means.

The Municipality agrees to follow the procedures to protect the confidentiality of information provided in “Minimum Standards Required to Safeguard Information Given as a Result of a Reciprocal Agreement on the Exchange of Information,” which is incorporated into this Reciprocal Agreement as Attachment A. Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the Municipality unless and until the Municipality signs Attachment A.

It is agreed that only the chief executive officer of the Municipality will initiate a Reciprocal Agreement with the Department. Information provided to the Municipality under this Reciprocal Agreement may be shared with or viewed by only persons who are directly involved in the financial operations of the Municipality, including Municipal employees, and persons, such as attorneys or accountants, retained by the Municipality. The information provided shall not, however, be shared with or viewed by any person who is compensated by the Municipality for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence. The chief executive officer shall provide the Department with a list of names and official titles of persons designated by him or her as persons exclusively authorized to request, view, or receive financial information on his or her behalf. The list shall be on Municipal letterhead and shall be signed by the chief executive officer. The information provided by the

Department shall not be viewed by or shared with anyone who is not on the list. Each person designated to request, view, or receive financial information must acknowledge to the Department that he or she received and reviewed this Reciprocal Agreement and understands the legal and contractual obligation to maintain the confidentiality of this information by signing and returning Attachment B, which attachment shall be incorporated into this Reciprocal Agreement. The Department agrees to provide the Municipality with a written list showing the names and official titles of Department employees designated by it to request, view, or receive financial information from the Municipality. Both parties agree to furnish additions to and deletions from the lists as they occur. It is agreed that no information provided under this Reciprocal Agreement will be provided by telephone or pursuant to a telephone request.

Both parties understand and agree that the Department will not provide any information under this Reciprocal Agreement to the Municipality unless and until the Municipality provides:

- a signed copy of this Reciprocal Agreement;
- a signed copy of Attachment A;
- a list of names and official titles of persons exclusively authorized to request, view, or receive financial information on Municipal letterhead, signed by the chief executive officer; and
- a completed and signed Attachment B for each person designated by the chief executive officer of the Municipality as authorized to request, view, or receive financial information.

It is further agreed that either party for administrative reasons may refuse to share information.

This Reciprocal Agreement may be canceled by either party at any time and will be canceled in the event of any unauthorized use or disclosure (verbally, in writing, or by any other means) of confidential financial information obtained pursuant to this Reciprocal Agreement or failure to abide by the procedures set forth by the Department for safeguarding the confidentiality of such confidential financial information.

Illinois Department of Revenue

CITY OF QUINCY
Municipality

Director

Chief Executive of the Municipality

Date

Clerk of the Municipality

Date

ATTACHMENT A

MINIMUM STANDARDS REQUIRED TO SAFEGUARD INFORMATION GIVEN AS A RESULT OF A RECIPROCAL AGREEMENT ON THE EXCHANGE OF INFORMATION

1. All requests for information under the Reciprocal Agreement on the Exchange of Information (the "Reciprocal Agreement") will be in writing, on letterhead of the [Municipality][County] and addressed to the Local Tax Allocation Division at the Illinois Department of Revenue (the "Department").
2. Information received under the Reciprocal Agreement will be kept in a locked storage facility, e.g., locked file cabinet, closet, or desk that is only accessible by persons authorized under the Reciprocal Agreement to receive information. Any information stored in an electronic format shall be password protected and restricted to only those persons authorized under the Reciprocal Agreement to receive information.
3. Any [Municipality][County] that receives information under the Reciprocal Agreement will promptly notify the Department when a person who has been authorized to receive information under the Reciprocal Agreement, leaves employment of the [Municipality][County] or otherwise is no longer authorized by statute or by the [Municipality][County] to receive the information.
4. Any [Municipality][County] that receives information under the Reciprocal Agreement will report to the Department any possible or suspected breach of confidentiality of the information as soon as possible, but no later than the close of business on the business day following the date of discovery.
5. The proper method for destruction of information that is no longer needed is shredding or destruction of the CDs.
6. Any [Municipality][County] that receives information under the Reciprocal Agreement will not share the information with or allow the information to be viewed by any person who is compensated by the Municipality or County for services rendered on a contingent basis or any other similar method that may impair that person's independence or the perception of that person's independence.
7. Any person who divulges confidential information in any manner, except in accordance with a proper judicial order or as otherwise provided by law, is guilty of a Class B misdemeanor with a fine not to exceed \$7,500.00 per disclosure. Confidential information includes any information collected by the Department from any return or investigation other than name and address of the taxpayer. Disclosure of confidential information to [Municipal][County] Employees, contractors, or vendors who are not explicitly authorized to view such information under the Reciprocal Agreement constitutes unauthorized disclosure.
8. Information received under the Reciprocal Agreement is exempt from disclosure under section 7(1)(a) of the Freedom of Information Act (FOIA). Section 11 of the Retailer's Occupation Tax Act (ROTA) specifically prohibits disclosure of this information. To ensure uniform responses among recipients of confidential tax information, a

[Municipality][County] that receives a FOIA request for information received under the Reciprocal Agreement shall (a) deny the request pursuant to section 7(1)(a) of FOIA; (b) notify the Department of Revenue of the request; and (c) keep the Department apprised of any proceedings instituted to compel the release of information under FOIA.

The City of _____ QUINCY _____ agrees to abide by the aforementioned standards in safeguarding the information that it receives pursuant to the Reciprocal Agreement, which it has entered into with the Illinois Department of Revenue.

Signature

Title

Date

ATTACHMENT B

Acknowledgment of Restrictions on Use and Disclosure of Confidential Financial Information

I, _____, am currently employed as [a][an] _____ with [the [Town][City][Village][County] of _____ (the [“Municipality”][“County”])][name of non-government entity]. I am authorized under the Reciprocal Agreement on Exchange of Information between [name of Municipality][name of County] and the Illinois Department of Revenue to request, view, or receive confidential financial information on behalf of the [Municipality][County]. I have received and reviewed the Reciprocal Agreement on the Exchange of Information and I understand its terms.

By my signature below I acknowledge that the unauthorized use or disclosure of confidential financial information obtained under the Reciprocal Agreement is prohibited by law. I further acknowledge that any person who divulges confidential financial information in any manner, except pursuant to a court order or as otherwise authorized by law, is guilty of a Class B misdemeanor and subject to a fine of up to \$7,500 per disclosure. I understand that disclosing confidential financial information to persons who are not explicitly authorized under the Reciprocal Agreement constitutes unauthorized use and disclosure.

Employer: (Please print) _____

Position/Title: (Please print) _____

[Signature]

[Date]

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: May 4, 2021

SUBJECT: TIF Expenditures for Engineering Services - Riverfront Power Line Burial

The city of Quincy has received a \$350,000 Illinois Capital grant thanks to the efforts of State Senator Jil Tracy. The city is currently working with the state of Illinois on the grant award process. This infrastructure project is a public/private partnership between Ameren Illinois and Quincy. The city will use the state grant funding to purchase and bury the ducts that will house the overhead electrical lines. The state grant will pay for the city's portion of Phase 1 of the project (Hampshire Street north to the Quincy Boat Club). Ameren will install the electrical lines within the ducts and reconnect the Front Street electrical grid while also removing the overhead towers. Ameren's total investment is expected to be \$500,000-\$700,000.

The burial of the Ameren lines is identified as the first priority project in the Riverfront Master Plan as the power lines need to be relocated to allow other planned projects in Clat Adams Park. The economic impact of this project is far-reaching. Locally, the electrical towers are seen as an eyesore to the appearance of the riverfront, possibly discouraging investment in this area. So by making the riverfront a more attractive location, several existing restaurants would benefit and there could be much needed development in the area as traffic increases. The economic impact of the financial commitments of the state and of Ameren Illinois is also significant in that these are not dollars that local governments must come up with to improve the Riverfront area.

The city's participation in the power line burial project is the engineering, construction easement and platting necessary for the project to begin. The engineering work is expected to take three months to complete. The scope of the engineering for the entire project is from Jersey Street to the former Quincy Board Club. Attached is a resolution authorizing the Mayor to execute an Engineering Service Agreement with Klingner and Associates for \$53,000, which would be funded from the City's TIF account.





PROPOSAL FOR: City of Quincy, 730 Maine, Quincy, Illinois
PROJECT: Engineering for Riverfront Electric Burial
DATE: April 28, 2021

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Quincy (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for engineering services to bury the Quincy Riverfront overhead electric between Jersey Street and the Quincy Boat Club. In 2016, Klingner prepared a preliminary design working with Rick Ehrhart. During the Quincy Riverfront Master Planning process, some alternate routing of the underground electric was discussed and the City was awarded a \$350,000 grant for the first phase of this project. Klingner proposes to provide the following services:

II. SCOPE OF SERVICES

The following meetings are included based on the meeting occurring at the Quincy Department of Planning and Development.

1. MEETINGS:

The Klingner project manager will attend two (2) project meetings, including one at 30% Design Review and one (1) in Construction Documents at 90% Design Review. We also anticipate one (1) round of reasonable modifications after each Design Review, per Client comments. Client approval of design and revisions is required prior to commencing with subsequent work.

2. EASEMENTS / PLATTING:

A topographical survey was completed as part of the Quincy Riverfront project. This survey will be utilized as a base plan for the underground electric design.

Easements will be required from the City of Quincy, Quincy Park District, BNSF Railroad, Richard McNay, and the Illinois Department of Transportation. Klingner will provide research, field surveys, and five (5) easement plats. The City of Quincy will be responsible for easement negotiations.

3. ENGINEERING AND CONSTRUCTION DOCUMENTS:

Klingner will provide engineering and construction documents to bury the overhead electric between Jersey Street and the Quincy Boat Club as follows:

- a. Revise the design alignment of duct bank to incorporate the alignment adjustments discussed in recent meetings. In general, this revision will route it along the railroad tracks at the north end of the project. The revised alignment will be coordinated with the City of Quincy Planning and Engineering Departments to approve the alignment before proceeding with construction documents.
- b. Field stake the proposed alignment and request a utility locate along that corridor.
- c. Identify potential conflicts with existing utilities. Any existing utilities requiring potholing will be identified and the City of Quincy will pothole to determine the depth.
- d. Design the duct vertical alignment to avoid the identified utilities. If a conflict cannot be avoided, help coordinate relocation of the interfering utility.
- e. Design will be coordinated with the Riverfront Master Plan to avoid future rework.

- f. The construction documents will finalize the underground electric design and serve as the building permit, bid, and construction set. Services during this phase of work include:
- Prepare final construction documents such as plans, elevations, details, and specifications as required for permit, bidding, and construction, including:
 - o Underground Electric Plan Layout
 - o Duct Bank Details
 - o Switch Cabinet Details
 - o Pavement/Sidewalk Replacement Details
 - o Conduit Details
 - o Trench Details
 - o Design review meetings with the Client.

4. ANTICIPATED PLAN SHEETS:

- CS - Cover Sheet
- C001- General Notes and Legend
- E101- E104 - Electrical Site Plans
- E501- E503 - Electrical Details

5. INFORMATION TO BE PROVIDED TO KLINGNER BY OTHERS:

- Client Input.
- Existing Utility Data.

6. COMPENSATION:

Compensation shall be based on a lump sum and hourly (per diem) fee basis. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
EASEMENTS / PLATTING	\$13,000
ENGINEERING	\$48,000
Combined Total:	\$61,200
Credit for Engineering Already Completed:	\$8,000
Adjusted Total:	\$53,000

7. SCHEDULE:

A mutually agreeable schedule will be coordinated with the Client prior to proceeding with the services.

8. ADDITIONAL SERVICES:

The following Additional Services are outside the Scope of Services as defined above and are to be discussed with the Client prior to execution. Additional Services, if requested by the client, will be billed hourly unless otherwise specified;

- Design revisions or out of sequence work initiated by the Client after approvals
- Design extensions beyond the accepted schedule
- Easement Negotiations with affected property owners
- Presentations at public meetings if required
- Value engineering beyond what is included in approved CD set
- Construction Material Testing
- Construction on-site observation
- Construction Administration services
- Environmental services
- Permitting Assistance
- Bidding services

9. APPROVAL

All services will be completed in accordance with the attached Klingner General Terms and Conditions. The return of a signed copy to Klingner will signify acceptance of this proposal and initiation of our services.

[Redacted Signature]

Robert M. Venvertloh, P.E.
Principal
Klingner & Associates, P.C.

April 28, 2021

Date

Chuck Bevelheimer
Director of Planning and Development
City of Quincy

Date

GENERAL TERMS AND CONDITIONS

DEFINITIONS: The term Client shall be herein interpreted as the person, corporation, or public entity to which this contract is made. The term E/A/S is any division of Klingner & Associates, P.C. providing the professional Engineering, Architectural, or Surveying services.

SCOPE OF SERVICES: Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of the E/A/S's services unless separately provided in writing, including but not limited to special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The E/A/S assumes no responsibility to perform or provide any services not specifically listed.

STANDARD OF PRACTICE: Services performed by the E/A/S under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

FIDUCIARY RESPONSIBILITY: The Client confirms that neither the E/A/S nor any of the E/A/S's subconsultants or subcontractors has offered any fiduciary service to the Client and no fiduciary responsibility shall be owed to the Client by the E/A/S or any of the E/A/S's subconsultants or subcontractors as a consequence of the E/A/S's entering into this Agreement with the Client.

CHANGED CONDITIONS: This Agreement is based on conditions actually known by or disclosed to the E/A/S. If other conditions not originally known or disclosed become known or disclosed, the E/A/S may require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service).

INFORMATION PROVIDED BY OTHERS: The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. The E/A/S may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation.

UNAUTHORIZED CHANGES: In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the E/A/S without obtaining the E/A/S's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore the Client waives any claim against the E/A/S and releases the E/A/S from any liability arising directly or indirectly from such unapproved changes whether or not known by the E/A/S.

CHANGE ORDERS: The Client agrees not to make any claim directly or indirectly against the E/A/S on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of the E/A/S related thereto.

BETTERMENT: If, due to the E/A/S's negligence, a required item or component of the Project is omitted from the E/A/S's construction documents, the E/A/S shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the E/A/S be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

COMPENSATION METHODS: The "Lump Sum" method includes compensation for the E/A/S's services and services of outside the E/A/S's, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate (revised annually on July 1st) for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside the E/A/S charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time, and outside the E/A/Ss.

PAYMENT: The E/A/S may bill for its services and expenses monthly, based on the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. In addition, the Client agrees to pay attorney fees, cost and collection expenses if incurred by the E/A/S to obtain payment. Any claim for payment will be brought in Adams County, Illinois.

RISK ALLOCATION: The E/A/S's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the E/A/S, other than for professional errors, omissions or negligence will be limited to the E/A/S's general liability insurance coverage of \$1,000,000.00.

LIMITATION OF LIABILITY: For any damage on account of professional errors, omissions or negligence will be limited to \$100,000.00 or the fee, whichever is less. In no event shall the E/A/S be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent inconsistent with law.

CONSTRUCTION CONTINGENCY: Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by the E/A/S or in the other professional services performed or furnished by the E/A/S under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies.

DEFECTS IN SERVICE: The Client shall immediately report to the E/A/S any defects or suspected defects in the E/A/S's services of which the Client becomes or should have become aware and allow the E/A/S to take measures to minimize the consequences of such a defect. Failure by the Client to notify the E/A/S shall relieve the E/A/S of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

ILLINOIS REVISED STATUTES COMPLIANCE: The Consultant and he/she and his/her principals have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes).

TIME OF COMPLETION: The E/A/S will use its best efforts to complete the work by the date indicated in the schedule, but the E/A/S shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by the E/A/S to perform its services in an orderly, professional and efficient manner, the E/A/S shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION: Drawings, tracings, plats, specifications, CADD files, electronic information, and other products produced by the E/A/S may be used in connection with the Client's presently proposed project, but shall otherwise be the E/A/S's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the E/A/S from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with modification, translation, misinterpretation, misuse, or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by the E/A/S under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will govern.

ACCEPTANCE PERIOD: CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. The E/A/S will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

OPINIONS OF PROBABLE COST: In providing opinions of probable cost, the Client understands that the E/A/S has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided herein are to be made on the basis of the E/A/S's qualifications and experience. The E/A/S makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, the E/A/S does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the E/A/S of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the E/A/S will notify the Client and, as appropriate, government officials of them. The E/A/S may without liability or reduction or delay of compensation due suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The E/A/S shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions.

CONSTRUCTION SERVICES: Should the Client provide construction observation or review with either the Client's representatives or a third party, the E/A/S's services under this Agreement will be considered to be completed upon completion and submittal of the Final Design or the services outlined in the Scope of Work. It is understood and agreed that if the E/A/S's Services under this Agreement do not include project observation, or review of the Contractor's performance, or other construction services, and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the E/A/S that may be in any way connected thereto.

AUTHORITY AND RESPONSIBILITY: The E/A/S (1) does not guarantee the actual bids the Client will receive or the work of any Contractor or Subcontractor, (2) has no authority to stop work by any Contractor or Subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on, or about the job site, and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. The E/A/S neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

TERMINATION: This agreement may be terminated by either party on written notice. If terminated by either party (with or without cause), the Client agrees to pay for all services and reimburse all expenses performed or incurred to and including the date written notice of termination is received by either party.

DISPUTE RESOLUTION: Any claims or disputes made during design, construction or post-construction between the Client and the E/A/S shall be submitted to non-binding mediation. The Client and the E/A/S agree to include a similar mediation agreement with all Contractors, Subcontractors, Sub consultants, Suppliers and Fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

BINDING EFFECT: This is the entire agreement. It may not be amended except in writing. It shall be binding on both the Client and the E/A/S and their legal representatives, executors, administrators, successors and assigns.

INDEMNIFICATION: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the E/A/S, his or her officers, directors, employees, agents and sub consultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the E/A/S's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of the E/A/S.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to the Client of employing the "fast track" process (in which some of the E/A/S's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the E/A/S which Client accepts, the Client waives all claims against the E/A/S for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate the E/A/S for all Additional Services required to modify, correct, or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

RIGHT OF ENTRY: Client shall provide for E/A/S's right to enter property owned by Client and/or others in order for E/A/S to fulfill the scope of service for this Project. Client understands that use of exploration equipment may unavoidably cause damage, the correction of which is not the responsibility of E/A/S.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the E/A/S and to defend, indemnify and hold harmless for any claim or liability for injury or loss arising from the E/A/S or other persons encountering utilities or other manmade objects that were not called to the E/A/S's attention or which were not properly located on the plans furnished to the E/A/S. Client further agrees to compensate the E/A/S for any time or expenses incurred by the E/A/S in defense of any such claim, in accordance with the E/A/S's standard hourly per diem fee schedule and expense reimbursement policy.

CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Troup and City Council

FROM: Chuck Bevelheimer

DATE: May 10, 2021

SUBJECT: Sale of 826 North 2nd Street

The city has received nuisance complaints about a property at 826 N. 2nd Street. After reviewing the Township Assessor's Office records the property does not have a parcel number and thus no ownership information. The City requested a title search which came back as no know owner.

The city advertised the lot for sale on Sunday April 25th and Wednesday April 28th. The city received one response from the property sale ads.

Bertha McAlonan requested to purchase the property for \$100.00. Mrs. McAlonan plans to maintain the lot as green space. Mrs. McAlonan lives at 820 N. 2nd Street which adjoins the vacant lot for sale.

Attached is letter from Bertha McAlonan requesting City Council consider selling 826 N 2nd Street and the resolution authorizing the sale to Mrs. McAlonan.

If you have any questions please let me know.



2ND

816 N 2ND ST

820 N 2ND ST

826 N 2ND ST

202 LIND ST

204 LIND ST

208 LIND ST

210 LIND ST

212 LIND ST

214 LIND ST

LIND

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: May 10, 2021
SUBJECT: TIF Redevelopment Ordinance for 531 Hampshire St.

Ryan Tanner and Jay Krottinger have submitted plans for the redevelopment of 531 Hampshire Street into a restaurant and 25-30 room boutique hotel. The seven-story building built in 1914 has been vacant for 10 years. The building is listed as a contributing structure in the Downtown National Register Historic District. The developers are seeking \$500,000 in TIF assistance. An economic summary for this project is attached. The TIF assistance is being leveraged with a \$6 million building renovations and \$4 million in interior/exterior fit and finish improvements for a total private investment of \$10 million.

The City's TIF funds for the project will be targeted to life safety code issues. The Building Code requires a minimum of two exits from each floor. Currently the building has zero compliant exists. Specifically a second egress stairs will be installed for floors two thru seven. TIF funds will also be used to improve fire sprinkler system for all interior spaces. The estimated cost of these life safety code improvements is \$481,600. Per the attached Redevelopment Agreement for 531 Hampshire, TIF funds will be paid to the developers upon project completion which is expected in January 2023.

In order to commit \$500,000 in TIF assistance and fund existing TIF commitments to various projects the city will need to pause the Downtown Rental Rehab Program (DRRP) for two years to build revenue to provide the \$500,000 in 2023. With no TIF funds committed to DRRP for 2021 and 2022, the current TIF balance of \$288,316 and the city receiving \$600,000 in TIF allocation next year, providing \$500,000 from TIF budget is possible.

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 TIF funds to support the renovation of this large vacant historic building that will encourage private investment and increase the city's tax base. The city TIF participation is only 5% of the total project cost and city's risk is very low considering TIF funds are paid upon project completion. This project will result in the significant improvement of the TIF EAV and more than doubling of the property taxes.

The District Board has reviewed and approved the project and the use of TIF funds. The project is consistent with the goals and objectives of the Downtown Tax Increment Redevelopment Plan and the TIF District Investment Plan

Attached is a resolution authorizing the Mayor to execute the Redevelopment Agreement for 531 Hampshire and the payment of \$500,000 to Ryan Tanner and Jay Krottinger upon completion of the building renovation for a hotel and restaurant.

If you have any questions, please let me know.

**Quincy Downtown TIF Project
Former Illinois State Bank Building Renovation
531 Hampshire Street
5-3-21**

Project Economic Impact:

Ryan Tanner and Jay Krottinger plan to purchase the former Illinois State Bank building at 531 Hampshire Street. Their plan is redevelop the 7 story building into a boutique hotel with approximately 24 to 30 rooms.

The plans call for adding a hotel lobby and restaurant on the main level. Demolition and renovated floors 2 thru 7 to accommodate hotel rooms, adding a second steel stair tower, repairing an updating the existing elevators and fire suppression system. The first floor will be finished to support a restaurant and hotel lobby. The proposed building improvements include electrical, plumbing, insulation, HVAC improvements. The building has paved off-street parking.

The purchase price for the property is \$450,000. The building renovation estimated is \$5.6 million. Ancillary renovation plus furniture, fit and finish cost brings the property improvement estimate to \$10,115,000. Add the purchase price and the total project cost is \$10,565,000

TIF Project Impact:

2020 Assessed Value	\$273,810
Current property taxes:	\$ 19,352
Building Renovation Cost Estimate	\$5,600,000
Requested TIF assistance:	\$500,000
Private investment:	\$10,565,000 (purchase + renovation cost)
Percent TIF participation:	5.00% (based on \$10,000,000 PI)
Estimated completion value:	\$4,000,000
Estimate property taxes upon completion:	\$50,000
Estimated difference in taxes:	\$30,648
Estimated rate of return on TIF Investment:	10 years
Equity ratio (private investment to TIF investment):	20 to 1

TANNINGER

COMPANIES

Mr. Ryan Jude Tanner
Tanninger Companies
133 South 4th Street
Quincy, Illinois, 62301

Friday, April 30, 2021

Mr. Chuck Bevelheimer
Director of Planning
Planning & Development
City of Quincy
730 Maine Street
Quincy, Illinois, 62301

Dear Mr. Bevelheimer,

Thank you for your time on the Illinois State Bank Building over the past several months. I believe I sent the numbers for the project, as well as a soft proposal for layout plans from Mike Carter at Klingner & Associates. This fabulous building was built in 1914, by Architect Martin Geise. The addition was completed 15 years later by John Benya. Both served as architects of The Elkton, as well as the Patio Restaurant & Lounge.

Below is a rough estimate for the project, to be completed in January 2023 (if we start demo by August 1). We think we can. We are at that critical point where we need to make a formal offer to the owners, ideally by May 5, 2021. The current owners bought the property in 2007 for \$1.3M

We are proposing renovating the building into a small, boutique hotel, 25-30 rooms, along with the appropriate amenities of a restaurant, rooftop bar, and gym. We also see space for an event center, as well as a pool, but we have not validated those prospects in any meaningful way. This hotel would create approximately 50 new jobs and bring new tourism dollars to Quincy.

We are requesting the City of Quincy participate via TIF dollars for approximately \$500,000, which would help cover some of the costs associated with fire safety and important code requirements.


We see this investment by both parties as a win-win. The building is collapsing from the inside out and is well on its way to another Newcomb situation. We see the Illinois State Bank Building as an architecturally significant property, one that could easily become a destination hotel. Quincy could benefit from a hotel which is modest, yet current, safe, and vibrant. This also pairs well with the 6th Street Promenade project, sitting beautifully at the corner of 6th & Hampshire.

We have spent many hours walking the building. We have also shown the property to Quincy Corporations, both small and large. All say the same, Quincy needs this.

I say, Quincy deserves it.

Please let me know what else you may need. I look forward to hearing from you soon.

Sincerely,



Ryan Jude Tanner
Chief Executive

Build out, etc.

Construction: \$6M

Architect Fee: \$50,000

Design/Travel: \$65,000

GC: \$150,000

Builder's Representative: \$50,000

Parking Lot/Fence: \$200,000

Commercial Washers/Dryers: \$150,000

Rooftop Bar: \$200,000

Restaurant: \$800,000

Event Space: \$350,000

Outdoor Pool: \$350,000

Developer Fee: \$90,000

Furniture/sheets/etc: \$600,000

Gym: \$50,000

Purchase: \$450,000

Unforeseen: \$200,000

\$10,565,000

Opinion of
 Project/Construction Costs

Date 04/15/21 Estimate by hmc
 Eng Proj # 21-0064 Checked by _____

Client	Project
531 Hampshire	Feasibility Study - Order-of-Magnitude

NO	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
	RESTAURANT / KITCHEN - MAIN LEVEL				
	Restaurant Area - demolition, renovation, mechanical, plumbing, electrical & fire protection	2,962	SF	\$ 149.00	\$ 441,338.00
	Renovation Kitchen/ Storage Area	1,002.00	SF	\$ 60.00	\$ 60,120.00
	Kitchen Equipment	1.00	LS	\$ 60,000.00	\$ 60,000.00
	SubTotal				\$ 561,458.00
	1914 BUILDING APARTMENTS - LEVELS 2 THRU 7 FOUR APARTMENTS PER FLOOR				
	Demolition, renovation, mech, plumbing, electrical, fire protection. Includes renovation of tenant storage	18,384.00	SF	\$ 138.00	\$ 2,536,992.00
	SubTotal				\$ 2,536,992.00
	1956 ADDITION APARTMENTS - SECOND LEVEL SIX APARTMENTS AND TENANT STORAGE				
	Demolition, renovation, mech, plumbing, electrical, fire protection. Includes renovation of tenant storage	7,244	SF	\$ 134.00	\$ 970,696.00
	SubTotal				\$ 970,696.00
	1956 ADDITION BUSINESS AREA- MAIN LEVEL				
	Demolition, renovation, mechanical, plumbing, electrical, fire protection	3,928	SF	\$ 128.00	\$ 502,784.00
	SubTotal				\$ 502,784.00
	COMMON LAUNDRY AT BASEMENT LEVEL	1	LS	\$ 28,000.00	\$ 28,000.00
	1914 BUILDING - SECOND EGRESS STAIRS				
	Demolition as required; new steel stairs from 2nd floor to 7th floor; 2 hour enclosure walls	1	LS	\$148,000.00	\$ 148,000.00
	1956 ADDITION - SECOND EGRESS				
	Demolition as required; new steel stairs from main level to second level; 2 hour enclosure walls	1	LS	\$ 29,000.00	\$ 29,000.00

Opinion of
Project/Construction Costs

Date 04/15/21 Estimate by hmc
 Eng Proj # 21-0064 Checked by _____

Client	Project
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531 Hampshire

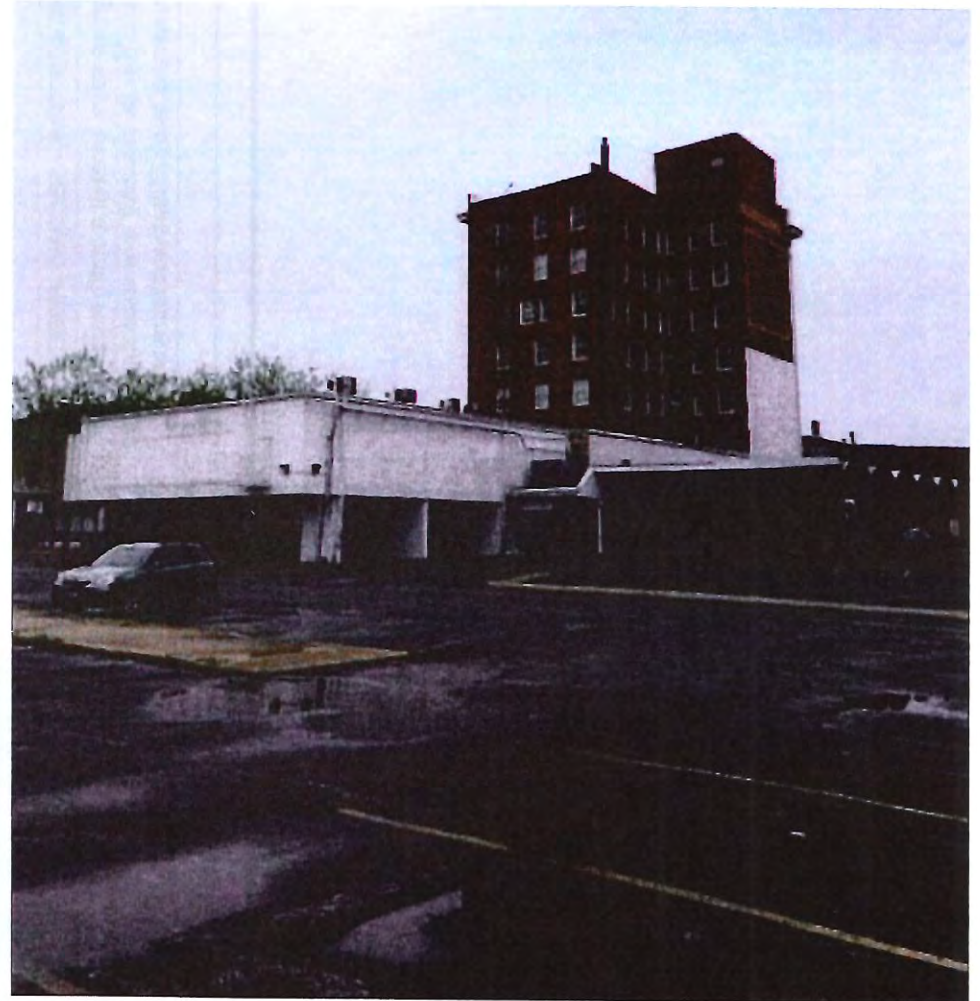
Feasibility Study - Order-of-Magnitude

REPAIR/ UPDATING OF EXISTING ELEVATORS					
Two elevators in 1914 building	2	EA	\$ 5,000.00	\$ 10,000.00	
Elevator in 1956 addition	1	EA	\$ 3,500.00	\$ 3,500.00	
SubTotal				\$ 13,500.00	
REROOF OF LOW ROOF AREAS/ MASONRY REPAIRS & TUCKPOINTING					
Tear-off of existing; Install new membrane system w/ rigid insulation	9,600.0	SF	\$ 8.50	\$ 81,600.00	
Masonry & Tuckpointing	1.0	LS	\$ 38,000.00	\$ 38,000.00	
SubTotal				\$ 119,600.00	
ASBESTOS TESTING AND ABATEMENT					
Removal of asbestos containing materials in accordance with state and federal regulations	1	LS	\$ 95,000.00	\$ 95,000.00	
PUMP FOR FIRE SUPPRESION SYSTEM					
	1.0	LS	\$ 25,000.00	\$ 25,000.00	
EXTERIOR IMPROVEMENTS					
Repair to canopy, added storefronts 1956 addition, add 6 windows to west ext. wall of 1956 2nd level apartments	1.0	LS	\$ 42,000.00	\$ 42,000.00	
ARCHITECT & STRUCTURAL ENGINEERING FEES					
Architectural / Structural design and drawings & specs. Does not mech., plumbing, electrical consulting fees	1	LS	\$ 150,000.00	\$ 150,000.00	
				TOTAL	\$ 5,180,030.00

FORMER ILLINOIS STATE BANK BUILDING
531 Hampshire Street
Built in 1914



View looking Northwest from 6th and Hampshire intersection



View looking Southeast from the properties parking lot

2021/2022 TIF Budget

TIF Districts	Encumbered	Revenues	Description	TIF Projects	
TIF West Fund 312				Riverfront	\$1,000,000
Balance		\$ 724,896.00		Villa Katherine	54,500
Allocation		\$ 497,075.00		221 N. 5th	70,000
Interest		\$ 15,000.00		Wash Sq Lights	40,000
				Parking Lot A	846,200
TIF East Fund 313				Parking Lot B	568,400
Balance		\$ 270,292.00		<u>Parking Lot F</u>	<u>\$ 505,200</u>
Allocation		\$ 105,271.00		Total	\$3,084,300
Interest		\$ 1,500.00			
Total Revenues		\$ 1,614,034.00			
	Encumbered	Expenditures		Fund Account 312 & 313	
Projects					
CBD Pride Team		\$ 16,000.00	CBD Clean UP	312 TIF 2	
Purchase 221 N. 5th		\$37,000	Completed		
131 N. 4th St.		\$ 67,000.00	Terimasu Parkign Lot		
DRRP	\$ 125,000.00	\$0	CBD Rental Rehab	312 TIF 2	
6th St Engineering	\$ 120,000.00	\$30,000	Final Design Costs		
Riverfront Plan		\$36,017.72	Master Plan phase 2	312 TIF 2	
6th Street		\$800,000.00	ITEP Streetscape Project	312 TIF 2 + 313 TIF 3	
Misc & Other					
Alleys		\$ 80,000.00		312 TIF 2	
Other Expenses					
EZ Tax Rebate		\$ 5,500.00		313 TIF 3	
Enginnering		\$ 53,000.00	Powerline Project		
Advertising		\$ 2,500.00		312 TIF 2 + 313TIF 3	
Travel		\$ 2,000.00		312 TIF 2	
Registration		\$ 1,500.00		312 TIF 2	
Dues		\$ 1,200.00		312 TIF 2	
Total TIF Expend	\$245,000	\$ 1,131,717.72	\$1,376,718		
TIF Balance		\$ 237,316.28			

TIF Investment Plan Expenditure Guidelines			
2020 Annual Allocation		\$	602,346.00
Economic Development	50%	\$	301,173.00
Public Infrastructure	35%	\$	105,410.55
Misc.	15%	\$	90,351.90

ORDINANCE EXHIBIT NO. 1

REDEVELOPMENT AGREEMENT

By and Between

CITY OF QUINCY, ILLINOIS

AND

TANNINGER COMPANIES

FOR THE PROPERTY:

531 HAMPSHIRE STREET, QUINCY, ILLINOIS

May 13, 2021

AGREEMENT FOR REDEVELOPMENT

THIS REDEVELOPMENT AGREEMENT (hereinafter called "Agreement"), is made on or as of the ____ day of May , 2021, by and between the CITY OF QUINCY, ILLINOIS, an Illinois Municipal Corporation, (hereinafter called "City"), and Tanninger Companies having offices for the transaction of business at 133 S. 4th Street, Quincy, Illinois 62301 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 East 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 531 Hampshire 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 7-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 into a commercial/residential mixed-use building with the first floor for restaurant, hotel lobby and 25-30 hotel rooms on levels two thru seven. The building improvements will include the hotel rooms, restaurant, rooftop bar, gym, event space as well as a pool. The reconstruction of the Minimum Improvements is expected to be completed in 2023. Reconstruction costs are expected to be over \$5,100,000.

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 Tanninger Companies and their successors and assigns.

Redevelopment Property means the parcel of land known as 531 Hampshire 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 Twenty four (24) 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 \$5,000,000 for reconstruction costs. Attachment C to this agreement are the Reconstruction Plans and Cost Estimate 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 twenty four (24) 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.

Section 5.10 Property Taxes. The TIF Program exists because property tax revenues generated from real estate improvements within the TIF District. Property owners receiving TIF funds for building improvements shall agree to not file an appeal of the property(s) assessed value to the Adams County Board of Review for five years from the date of the Redevelopment Agreement execution.

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 five hundred thousand (\$500,000), upon approval of the Certification of Completion Exhibit A. Said funds are provided from the TIF program for the fire sprinkler system and second egress stairs for both the 1914 building and 1956 addition.

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 Tanninger Companies, Ryan Tanner and Jay Krottinger at 133 South 4th Street , Quincy Illinois 62301.
- 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 June 30, 2023 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: _____
Mike Troup, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Mike Troup 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: _____
Tanninger Companies, Ryan Tanner

By: _____
Tanninger Companies, Jay Krottinger

ATTEST:

By: _____
_____, _____

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Ryan Tanner and Jay Krottinger with Tanninger Companies, to me personally known, who, being by me duly sworn, did say that they are owners of 531 Hampshire 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 Ryan Tanner and Jay Krottinger with Tanninger Companies ("Redeveloper"), did on or about the ____ day of _____, 2023, 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 10 QUINCY SURVEY EXCLUDING WEST 19 feet - LOT 7 & ALL 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: _____
Mike Troup, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Mike Troup, 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 Ryan Tanner and Jay Krottinger with Tanning Companies, ("Redeveloper"), did on or about the ____ day of _____, 2021, 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 10 QUINCY SURVEY EXCLUDING WEST 19 feet - LOT 7 & ALL LOT 8

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on June 1, 2023, 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 _____, 2021.

(SEAL)

CITY OF QUINCY, ILLINOIS

By: _____
Mike Troup, Mayor

ATTEST:

By: _____
City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Mike Troup, 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: _____
Tanninger Companies, Ryan Tanner

By: _____
Tanninger Companies, Jay Krottinger

ATTEST:

By: _____
_____, _____

STATE OF ILLINOIS)
) SS
COUNTY OF ADAMS)

On this _____ day of _____,
2021, before me a Notary Public in and for said State, personally appeared Ryan Tanner and Jay Krottinger with Tanninger Companies, to me personally known, who being by me duly sworn, did say that they are the owners of the 531 Hampshire Street, Quincy Illinois, and said instrument was signed and that Ryan Tanner and Jay Krottinger as such owners, acknowledge the execution of said instrument to be the voluntary act and deed.

Notary Public in and for the State of Illinois

EXHIBIT C

RECONSTRUCTION PLANS

Attached is the proposed reconstruction plans for the building improvement to 531 Hampshire Street including floor plan for the floors 1 through 7 and estimate of cost.

EXHIBIT D

LEGAL DESCRIPTION FOR 531 HAMPSHIRE STREET

LOT 8 BLK 10 QUINCY SURVEY EXCLUDING WEST 19 feet - LOT 7 & ALL LOT 8

RESOLUTION

WHEREAS, the City of Quincy, Central Services Department is in charge of striping streets and painting intersections with crosswalks each year; and

WHEREAS, the City of Quincy, Central Services Department also paints curbs and handicapped stalls on an as needed basis or by request; and

WHEREAS, the City of Quincy, Central Services Department intends to purchase 550 gallons of white paint @ \$8.60 per gallon and 1,870 gallons of yellow paint @ \$8.99 per gallon off of the State of Illinois joint purchasing contract for the continued maintenance of city streets and curbs; and

WHEREAS, the State of Illinois joint purchasing contract vendor for 2021 is Ennis-Flint, Inc. of Greensboro, North Carolina for traffic marking paint; and

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

THEREFORE BE IT RESOLVED, the Central Services Director and the Central Services Committee recommends to the Mayor and City Council that the normal bidding requirements be waived and the purchase of street marking paint from Ennis-Flint, Inc. of Greensboro, North Carolina in the amount of \$21,541.30 be accepted.

Kevin McClean
Central Services Director

May 17, 2021

Ameren Illinois	187.44
City of Quincy Self Insurance	36.54
Digital Copy Systems	20.73
Illinois School Supply Assessor	55.86
Marco Assessor	41.50
O'Donnell's	56.00
Salisbury and Associates Inc.	1,200.00
Total	<u>\$2,031.35</u>

Committee:
 Dave Bauer
 Jeff Bergman
 Ben Uzelac

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

Trustee Comments

There were no comments.

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

PETITIONS

By Jeff Butler, requesting consideration for a Special Permit for Planned Development to develop an office/shop for an on-site water and fire damage restoration service with interior equipment storage at 2301 and 2315 North 12th Street, presently zoned C1B.

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

By Carter's Coffee Bar/Ciara Weese for a Special Use Permit to operate a drive-thru coffee shop at 641 Broadway Street, 645 Broadway Street, 415 North 7th Street and 417 North 7th Street, presently zoned D2.

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

By the following organizations requesting permission to conduct a raffle and have the bond requirement waived: American Business Women's Assoc., Quincy Charter Chapter from now until 6/26/2021; Club West of Quincy Inc. from now until May 15th. The City Clerk recommends approval of the permits.

Ald. Holtschlag moved the prayer of the petitions be granted. Motion carried.

A special event application from Club West, 1023 North 10th St., requesting permission to hold a cancer benefit for Stan Brown on Saturday, May 15, 2021, from 1:00 p.m. to 11:00 p.m. They request the closure of the North 10th St. between Chestnut and Cherry Streets. Barricades needed. They also request Sections 111.096(a), 111.096(d), and 111.067(a) be waived to allow for the consumption and possession of liquor on public streets, permitting open liquor to leave the licensed premises, and selling of liquor outside the licensed premises. The applicants Live Entertainment/Public Gathering License is pending. The Quincy Police Department has approved the Waiver of Liquor Ordinances. All required documents have been submitted and approval is recommended by the Department of Utilities & Engineering.

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

A Special Event Application from Optimist Club of Quincy requesting permission to hold the Soap Box Derby on Friday, June 18th and Saturday, June 19th. They request the closure of the following streets from 7:00 a.m. on Friday, June 18th, through 7:00 p.m. on Saturday, June 19th. Barricades needed for the street closures: North 18th Street, Seminary Road to Kochs Lane, Hollister-Whitney Parkway, North 18th Street to West Schneidman Drive, Quintron Way, North 18th Street to West Schneidman Dr. The Quincy Police Department recommends approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers. The applicant requests permission to erect two (2) tents at the event check-in area on North 18th Street. The Department of Planning and Development approves the Temporary Structure Permit pending an inspection of the structures by the Quincy Fire Department once the tents are in place and prior to the start of the event. All required documents have been submitted and approval is recommended by the Department of Utilities & Engineering.

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

ACCOUNTS PAYABLE REPORT FOR FYE 2021

The Accounts Payable Report for FYE 2021 was received and filed on a motion of Ald. Reis. Motion carried.

ANNUAL REPORTS

The annual reports of the Street Cleaning Division, Recycling Division, Sign & Paint Division, Mosquito Abatement Program, Forestry Division and the Fire Pension Fund and Police Pension Fund for the fiscal year ending April 30, 2021, was ordered received and filed on a motion of Ald. Reis. Motion carried.

MAYOR'S APPOINTMENTS

Bet on Q: Trevor Beck, Rod McClean, Ray Wilson, Jim Rinella, Holly Cain, Patricia Paxton, Parker Freiburg, Lora Marcolla

Washington Theater Redevelopment Commission: Kayla Fuller

Alderman Fletcher to the following:

Animal Control Commission, Fire Committee, Planning and Development Committee, Street Lights and Right of Way Committee, Traffic Commission, and Transit Advisory Committee

Alderman Freiburg to the following:

Central Business District Revolving Loan Committee, Fire Committee, Homeland Security Committee, Quincy Next, Street Lights and Right of Way Committee,

By Mayor Michael A. Troup making the above listed appointments.

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

PROCLAMATION

By Mayor Michael A. Troup proclaiming May 9th-15th "Police Week" and May 15th as "National Peace Officers Memorial Day."

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

RESOLUTION

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

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

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

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

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

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2022, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of Quincy Transit Lines.

Section 2. That while participating in said operating assistance program the City of Quincy on behalf of Quincy Transit Lines will provide all required local matching funds.

Section 3. That the Mayor of the City of Quincy and/or the Director of Quincy Transit Lines is hereby authorized and directed to execute and file on behalf of the Quincy Transit Lines such application.

Section 4. That the Mayor of the City of Quincy and/or the Director of Quincy Transit Lines is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Mayor of the City of Quincy and/or the Director of Quincy Transit Lines is hereby authorized and directed to execute and file on behalf of the Quincy Transit Lines a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2022.

Section 6. That the Mayor of the City and/or the Director of Quincy Transit Lines is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2022.

PRESENTED and ADOPTED this 10th day of May, 2021.

Signed By:
Michael A. Troup
Mayor, City of Quincy

ATTESTED:
Laura Oakman
City Clerk. City of Quincy

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering is responsible for the repair and maintenance of all traffic signals within the City of Quincy; and,

WHEREAS, the traffic signal at 8th and Maine Street recently sustained damage as the result of a traffic accident; and,

WHEREAS, the City requires the purchase and installation of a traffic signal pole and mast arm to replace those damaged in the traffic accident; and,

WHEREAS, the City has received a quote from Brown Electric Company of Quincy in the amount of \$9,675.00 for the purchase and installation of the traffic signal pole and mast arm; and,

WHEREAS, the Director of Utilities and Engineering has reviewed this quote and finds it to be acceptable; and,

WHEREAS, funds for this purchase are available in the 2021/2022 Traffic Signal Fund fiscal year budget; and,

WHEREAS, the City is seeking reimbursement from the responsible party's insurance company for all costs associated with the repair of the traffic signal.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that normal bidding requirements be waived and the quote from Brown Electric Company of Quincy, in the amount of \$9,675.00, be accepted.

Jeffrey Conte, P.E.

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, Twaddle Plumbing recently notified the Department of Utilities that they had been hired to repair a sewer lateral on private property; and,

WHEREAS, during the repair it was determined that the sewer lateral was not connected to the City's sewer following a recent road and sewer improvement construction project; and,

WHEREAS, Twaddle Plumbing of Quincy was on-site, qualified and available to complete the sewer connection under Section 44.056 of the Municipal Code of the City of Quincy; and,

WHEREAS, the work has been completed in a satisfactory manner and an invoice received in the amount of \$8,962.33 for all costs associated with this work; and,

WHEREAS, funding for this type of repair is available in the 2021/2022 Sewer Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Twaddle Plumbing, Inc. of Quincy, Illinois, in the amount of \$8,962.33, be approved for payment.

Jeffrey Conte, P.E.

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, in August of 2018 the Illinois Environmental Protection Agency approved the City of Quincy's Long Term Control Plan (LTCP) for the elimination of combined sewer overflow (CSO); and,

WHEREAS, the terms of the CSO LTCP requires that the engineering design of Phase II improvements be completed by October 2022; and,

WHEREAS, the second phase of improvements includes the increase in flow capacity at the Waste Water Treatment Plant; and,

WHEREAS, Crawford, Murphy and Tilly of Springfield, Illinois, has submitted a proposal for an amount not to exceed \$200,000.00 for a hydraulic profile of the Waste Water Treatment Plant to aid in the production of a model to determine the effects of various flow rates at the facility; and,

WHEREAS, funding for this service is available in the 2021/2022 Sewer Fund fiscal year budget.

NOW, THEREFORE IT BE RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the proposal from Crawford, Murphy and Tilly of Springfield, Illinois,

for an amount not to exceed \$200,000.00, be accepted.

Jeffrey Conte
Director of Utilities & Engineering

Ald. Bauer moved for the adoption of the resolution, seconded by Ald. Mast, and on the roll call the following vote resulted: Yeas: Ald. Rein, Mast, Reis, Awerkamp, Uzelac, Fletcher, Entrup, Bergman, Bauer, Freiburg, Finney, Farha, Sassen. 13. Abstain: Ald. Holtschlag. 1. Motion carried.

RESOLUTION

WHEREAS, a large water main on Illinois Highway 57 between Jefferson and Jackson Streets recently failed and required immediate repair; and,

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

WHEREAS, the repair work has been completed in a satisfactory manner and an invoice received in the amount of \$99,367.77 for all costs associated with this work; and,

WHEREAS, funding for this type of repair is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Rees Construction Company of Quincy, Illinois, in the amount of \$99,367.77, be approved for payment.

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

Ald. Bauer moved for the adoption of the resolution, seconded by Ald. Mast, and on the roll call the following vote resulted: Yeas: Ald. Entrup, Bergman, Bauer, Freiburg, Finney, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag, Fletcher. 13. Nay: Ald. Farha. 1. Motion carried.

RESOLUTION

WHEREAS, the Department of Utilities recently requested bids for the removal of known asbestos containing materials at the reservoir house prior to the demolition of the structure; and,

WHEREAS, the following bids were received:

M & O Companies	
Homewood, Illinois	\$18,400.00
Great Western Abatement	
Springfield, Illinois	\$13,700.00
Triple A Asbestos	
Pana, Illinois	\$10,500.00
Thornburgh Companies	
Springfield, Illinois	\$ 8,998.00

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

WHEREAS, funding for this service is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Thornburgh Companies of Springfield, Illinois, in the amount of \$8,998.00, be accepted.

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

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

RESOLUTION

WHEREAS, on October 5, 2020, the Quincy City Council awarded the contract for the Water Supply Improvement Project Phase 2 which includes the rehabilitation of filters #1-#6, replacement of the filter backwash fill system, structural repairs to the Water Treatment Plant building; and,

WHEREAS, the Department of Utilities and Engineering requires the services of an engineering firm to assist with construction phase engineering for this project; and,

WHEREAS, Klingner and Associates of Quincy has submitted an invoice in the amount of \$19,336.81 for costs associated with these services; and,

WHEREAS, funding for this service is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the invoice from Klingner and Associates of Quincy, Illinois, in the amount of \$19,336.81, be approved for payment.

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

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

RESOLUTION

WHEREAS, the Department of Utilities will require the purchase of the following water meters and metering accessories for the replacement of water services and outdated water meters during Fiscal Year 2021/2022:

- Three (3) 6"x2" Fire Service Meters
- Six Hundred (600) Badger 5/8"x1/2" M-25 Meters
- Thirty (30) 2" Compound Meters
- Fifty (50) Badger 1" M-70 Meters
- One Thousand (1000) M-25 Automatic Meter Readers
- Ten (10) Badger 1 1/2" M-120 Meters
- Thirty (30) Ford 2" Meter Flanges
- Ten (10) Manhole Lids

WHEREAS, the Badger meters supplied by Midwest Meter, Inc., offer the automatic meter reading technology that is compatible with the automatic meter reading system employed by the City of Quincy, thus qualifying them as a sole source provider; and,

WHEREAS, the City has received a written a quote from Midwest Meter, Inc., of Edinburg, Illinois, totaling \$336,925.00 for the purchase of these water meters; and,

WHEREAS, funding for these meters is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the quote from Midwest Meter, Inc., of Edinburg, Illinois, totaling \$336,925.00, be accepted.

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

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering requested sealed competitive bids for chemicals for the treatment of drinking water for the period of May 1, 2021, through April 30, 2022; and

WHEREAS, the following bids were received:

Liquid Chlorine

Brenntag Mid-South, Inc. - St. Louis, MO	\$794.00 per ton
Hawkins, Inc. - Roseville, MN	\$555.00 per ton

Liquid Sodium Hydroxide 25% as NaOH

Hawkins, Inc. - Roseville, MN	\$2.8000 per gallon
TR International Trading - Edmonds, WA	\$1.1950 per gallon
Brenntag Mid-South, Inc. - St. Louis, MO	\$1.1427 per gallon
PVS Minibulk, Inc. - Detroit, MI	\$0.9670 per gallon
Univar USA - Kent, WA	\$0.9300 per gallon

Liquid Sodium Hydroxide 30% as NaOH

Hawkins, Inc. - Roseville, MN	\$1.4600 per gallon
TR International Trading - Edmonds, WA	\$1.3350 per gallon
Univar USA - Kent, WA	\$1.0700 per gallon

WHEREAS, the Director of Utilities and Engineering has reviewed the bids and the following bids are found to be acceptable:

Liquid Chlorine	Hawkins, Inc.
Liquid Sodium Hydroxide 25% as NaOH	Univar USA

Liquid Sodium Hydroxide 30% as NaOH Univar USA

WHEREAS, funding for these expenditures is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bids for water treatment chemicals be accepted for a contract period ending on April 30, 2022.

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

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

RESOLUTION

WHEREAS, the Department of Utilities required the replacement of an asphalt drive and parking lot that were damaged during the emergency repair of a failed water main on State Street and Glendale Drive and broken water valve near 30th and State Street; and,

WHEREAS, the City of Quincy lacked the equipment and manpower necessary to replace the asphalt drive and parking lot and Diamond Construction Company of Quincy was qualified and available for the replacement of the drive and parking lot under Section 44.056 of the Municipal Code of the City of Quincy; and,

WHEREAS, the repair work has been completed in a satisfactory manner and an invoice received in the amount of \$16,500.00 for all costs associated with this work; and,

WHEREAS, funding for this type of repair work is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Diamond Construction Company of Quincy, Illinois, in the amount of \$16,500.00, be approved for payment.

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

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

RESOLUTION

WHEREAS, the video taping of the City's sanitary sewer system is a valuable tool in the maintenance and repair of the City's sewer system infrastructure; and,

WHEREAS, the City's CCTV inspection camera is currently limited to operation in sewers up to 24" in diameter; and,

WHEREAS, the City desires the purchase of a transporter that will allow for the safe inspection of CSO interceptors and sewers larger than 24" in diameter; and,

WHEREAS, the City has received a written quote from E.J. Equipment of Manteno, Illinois, in the amount of \$46,985.00 for the purchase of a CUES SMM Camera Transporter; and,

WHEREAS, E.J. Equipment is the regional supplier for the CUES transport system and considered a sole source provider; and,

WHEREAS, funding for this purchase is available in the 2021/2022 Water Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the quote from E.J. Equipment of Manteno, Illinois, totaling 46,985.00, be accepted.

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

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

RESOLUTION

WHEREAS, the City recently installed an 8" public sewer main to service property near 24th and Cherry Lane; and,

WHEREAS, Tom Geise Plumbing of Quincy was hired to set manholes and install sewer pipe across private property, with the City providing all materials and other construction related work required for the sewer main installation; and,

WHEREAS, the work has been completed in a satisfactory manner and an invoice received in the amount of \$7,650.00 for costs associated with this work; and,

WHEREAS, funding for this type of work is available in the 2021/2022 Sewer Fund fiscal year budget.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor

and Quincy City Council that normal bidding requirements be waived and the invoice from Tom Geise Plumbing, Inc., of Quincy, Illinois, in the amount of \$7,650.00 be approved for payment.

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

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

RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of implementing innovative solutions to create efficiencies for all city departments; and,

WHEREAS, Smartsheet is a cloud based collaboration solution that allows departments to track tasks, documents, projects, and work flows; and,

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

THEREFORE BE IT RESOLVED, the Director of Information Technology recommends to the Mayor and City Council that the normal bidding requirements be waived and the quote from Smartsheet, Inc., in the amount of \$11,960.00, be accepted for the annual software services agreement.

Corey Dean
Interim Director of Information Technology

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

RESOLUTION

WHEREAS, the City of Quincy Information Technology Department has the responsibility of maintaining the AS/400 computer system for use by all city departments; and,

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

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

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

THEREFORE BE IT RESOLVED, the Technology Committee and the Director of Information Technology recommend to the Mayor and City Council that the normal bidding requirements be waived and the quote from Superion, LLC, in the amount of \$79,402.19, be accepted for the annual software services agreement.

Corey Dean
Interim Director of Information Technology

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

RESOLUTION

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

WHEREAS, the Quincy Regional Airport is starting a project which includes rehabilitation of runway 4/22, removal of runway 18/36, and realignment of taxiway B; and,

WHEREAS, under the Consolidated Appropriations Act of 2019, the United States Department of Transportation has awarded the Quincy Regional Airport \$9,000,000 in supplemental funds for said project; and,

WHEREAS, the City of Quincy wishes to enter into an agreement with the United States Department of Transportation and the State of Illinois to accept and execute the grant for said funds; and,

WHEREAS, this grant is funded 90% by the United States Department of Transportation, 5% by the State of Illinois, and 5% by the City of Quincy; and,

WHEREAS, the City Council has previously approved a loan to fund the city's share of said grant, which the city has since received; and,

WHEREAS, the city share of \$500,000 is budgeted for in this fiscal year; and,

WHEREAS, all future contracts and financial obligations for the projects outlined above will be forthcoming;

NOW THEREFORE, BE IT RESOLVED, the Aeronautics Committee and the Airport Director recommend to the Mayor and City Council authorization to accept and execute the Quincy Regional Airport's supplemental grant and all other agreements and documentation required for its administration.

Sandra Shore
Airport Director

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

RESOLUTION

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

WHEREAS, the City of Quincy has accepted and will execute a grant with the FAA and the State of Illinois Department of Transportation for reconstruction of runway 4/22, removal of runway 18/36, and realignment of taxiway B; and,

WHEREAS, Crawford, Murphy, and Tilly, Inc., (CMT) was selected in accordance with state and federal procurement requirements to provide engineering and planning services for airport projects; and,

WHEREAS, the City of Quincy wishes to enter into an agreement with CMT for phase one construction engineering services of said project; and,

WHEREAS, the total contract cost is not to exceed \$604,000; and,

WHEREAS, this project is to be 90% funded by the United States Department of Transportation, 5% funded by the State of Illinois, and 5% by the City of Quincy; and,

WHEREAS, the City share of \$30,200 is included in the current fiscal year budget; and,

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

WHEREAS, invoices for this project will be sent to the City at various times for work completed and the invoices need to be paid in a timely manner to the appropriate vendors;

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

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

Sandra Shore
Airport Director

Ald. Bauer moved for the adoption of the resolution, seconded by Ald. Reis, and on the roll call the following vote resulted: Yeas: Ald. Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Fletcher, Entrup, Bergman, Bauer, Freiburg, Finney, Farha. 13. Abstain: Ald. Holtschlag. 1. Motion carried.

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, May 10, 2021

	Transfers	Expenditures	Payroll
City Hall		3,049.35	
Building Maintenance		4,917.41	
Commissions		122.08	
IT Department		40.00	
Police Department		1,125.98	
Fire Department		3,642.14	
Public Works		69,957.37	
Engineering		7,479.15	
Tax Distributions/Subsidies		56,000.00	
GENERAL FUND SUBTOTAL	0.00	146,333.48	0.00
Planning and Devel		20.99	
911 Surcharge Fund		1,161.4	
Transit Fund		593.41	
Capital Projects Fund		25,336.06	
Special Tax Alloc - TIF #2		38,436.04	
Special Tax Alloc - TIF #3		6,662.50	
Sewer EPA 2019 Proj Fund		147,499.64	
2014 G/O Note Fund		12,460.01	
Water Fund		593,728.96	
Sewer Fund		492,169.75	
Quincy Regional Airport Fund		1,133.14	
Municipal Dock		65.76	
Regional Training Facility		90.50	

Central Garage		9,208.87	
Self Insurance		924.35	
Health Insurance Fund		383,191.00	
Econ Dev Revolv Loan Fund		4,204.55	
Tourism Tax Fund		50,519.39	
BANK 01 TOTALS	0.00	1,913,739.86	0.00
2019B GO Street Proj		614,539.95	
2017 G/O Bond Fund		53,625.00	
ALL FUNDS TOTALS.....	0.00	2,581,904.81	0.00

Mike Farha
 Jack Holtschlag
 Anthony E. Sassen
 Richie Reis
Finance Committee

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

REQUEST TO SPEAK

Written request to speak under suspended rules by Bonnie Wienke concerning a neglected dog and puppy.

Rules Suspended

Ald. Holtschlag moved the rules be suspended at this time to hear from the above individual. Motion carried.

Bonnie Wienke, 409 S. 5th, stated that she is concerned about two dogs that are next door only getting minimum care. She has been in contact with several city departments and they have been helpful. She would like to know if there could be a program or ordinance, for dogs that are outside 24/7, having the owner show proof of flea and tick prevention and if they have heartworms, that they are being treated.

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

MOTION

Ald. Uzelac moved to refer to Animal Control the situation that speaker Bonnie Weinke spoke of concerning neglected dogs. Motion carried.

The City Council adjourned at 7:44 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
 City Clerk



DEPARTMENT OF CENTRAL SERVICES COMMITTEE MEETING NOTICE

A Central Services Committee meeting will be held Monday, May 17th in Engineering's Conference Room 235 of City Hall at 6:15 p.m. before the City Council meeting.

Agenda

1. Call Meeting to Order
2. Approval of Minutes
3. Public Comment (3 minutes)
4. Old Business
5. New Business
 - a) State Bid Purchase of Paint
 - b) Residential Roll-Out Trash Cart RFPs
 - c) Renewal of the City of Quincy / IDOT Intergovernmental Agreement for Traffic Signals
 - d) Review of the North 24th Street Sidewalk Bids
6. Late Additions

Respectfully submitted,

Kevin McClean
Director of Central Services

Quincy Zoning Board of Appeals

Tuesday, May 18, 2021

5:00 p.m.

Quincy City Council Chambers

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



This meeting will be open to the public with limited in-person capacity and with remote access. Anyone seeking to attend the meeting in-person or remotely must contact the Dept. of Planning & Development by 12:00 pm the day of the meeting by phone at (217) 228-4515 or by email at p&d@quincivil.gov. Priority for in-person attendance will be given to those with business before the board. All in-person attendees are requested to wear a mask when entering City Hall and during the meeting. Written comments can be sent to the email address above or mailed to “Dept. of Planning & Development – 706 Maine Street (3rd Floor) – Quincy, Ill. 62301”

AGENDA

- 1) Call the Meeting to Order
- 2) Approve minutes of the Tuesday, March 16, 2021 regular meeting (No Meeting in April 2021)
- 3) Public Hearing requested by Mark Schlipman to vary the Zoning Code of the City of Quincy 2015 to allow for the encroachment of the required 30-foot rear yard setback for the expansion of an accessory building at 3420 Clayton Road. Zoned: R1A, Ward 5
- 4) Public Comment (limited to three minutes)
- 5) New Business
- 6) Adjournment

BOARD OF FIRE AND POLICE COMMISSIONERS

Meeting

Date: Wednesday, June 2, 2021

Time: 1:30 p.m.

Place: Caucus Room

Agenda:

1. Call to Order – Attendance
2. Public Comments – limit to 3 minutes
3. Approve Minutes of Last Meeting
4. Correspondence
5. Pending Business
 - a. Chief Henning – 1:35 p.m.
 - i. Discuss hosting of candidates and tour of city on July 8
 - b. Chief Copley – 2:05 p.m.
 - i. Discuss Lt hiring options
 - ii. Discuss timing of new police officer hires
 - iii. Discuss need for new police officer testing
6. Old Business
7. New Business – Determine Fire Chief scoring percentages
8. Adjournment