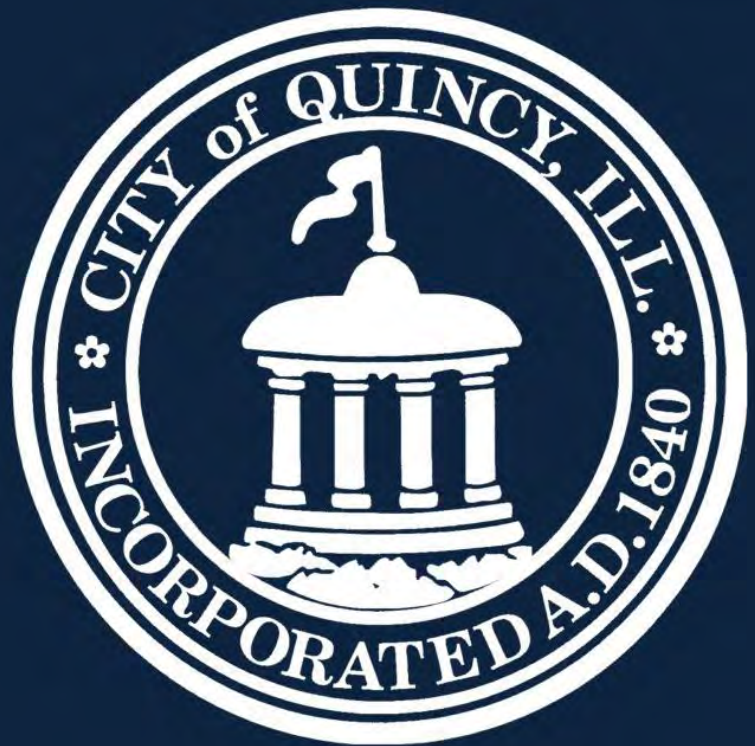


Council Meeting for August 2, 2021



CITY COUNCIL AGENDA

August 2, 2021

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

PETITIONS

By Friends of the Log Cabins requesting to conduct a raffle and have the bond requirement waived from August 3rd through September 11, 2021. The City Clerk recommends approval of the permit.

**Ward
6**

A Special Event Application from State Street Bar & Grill, 1638 State St., requesting to hold a corn hole tournament for Juvenile Diabetes on Saturday, August 28, 2021. They request the closure of street from 17th and State St. south to the alley from 11:00 a.m. to 8:00 p.m. and barricades. The Quincy Police Department has approved the request to waive liquor ordinances 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 and the Live Entertainment/Public Gathering License. The applicant has submitted all of the required documentation and approval is recommended by the Department of Utilities & Engineering.

**Ward
4**

A Special Event Application from the St. Peter's Picnic Committee requesting permission to hold its annual Parish Picnic on Saturday, August 28, 2021 between the hours of 5:00 p.m. and 12:00 a.m. (midnight) on parish property at 2600 Maine Street. The Quincy Police Department has approved the Live Entertainment/Public Gathering license. The applicant has submitted all the required documentation and approval is recommended by the Department of Utilities and Engineering.

**Ward
5**

A Special Event Application from the Knights of Columbus #583, 700 South 36th Street, requesting permission to hold its annual Knights of Columbus BBQ on Friday, August 13, through Sunday, August 15, 2021. The Department of Utilities & Engineering requests that "No Parking" signs be placed on the following streets from 4:00 p.m. on Friday, August 13th through 7:00 p.m. on Sunday, August 15th: Holford Dr., South Holford Dr., West Holford Dr. The Quincy Police Department has approved the request to waive liquor ordinances 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. Approval for the use of multiple tents is recommended pending an inspection by the Quincy Fire Department once the tents are in place as well. A Carnival License has been issued and the Quincy Fire Department will inspect all carnival rides and games prior to the start of the event. Emergency Management Services and the Quincy Police Department have been involved with the coordination of safety measures for the event. The Department of Utilities & Engineering recommends approval of the application pending the submission and approval of a Live Entertainment/Public Gathering License.

MONTHLY REPORTS

REPORT OF PLAN COMMISSION

**Ward
6**

Recommending approval of the special permit for planned development to obtain a liquor license as a means to serve alcohol and to operate video gaming machines in a restaurant at 1800 State Street.

PUBLIC FORUM

RESOLUTIONS

Resolution Authorizing Residential Property Tax Rebate (Quincy Workforce Relocation Assistance Program - Q-WRAP).

Chief of Police and Police Aldermanic Committee recommending approval to purchase one 2021 Ford F250 pickup truck from Bob Ridings Inc., Springfield, IL, for \$32,762.00.

ORDINANCE

First presentation of an Ordinance entitled:

An Ordinance Amending Chapter 40 (Boards And Commissions), Chapter 161 (Subdivision Regulations), & Chapter 162 (Zoning Regulations) Of The Municipal Code Of The City Of Quincy (2015).

REPORT OF FINANCE



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Rob Copley, Kevin McClean
From: Jeffrey Conte, Director of Utilities & Engineering
Date: August 2, 2021
Subject: Special Event Application – State Street Bar & Grill

Mayor and City Council Members,

The Department of Utilities & Engineering has received a Special Event Application from Lloyd Zanger, owner of State Street Bar & Grill located at 1638 State Street, requesting permission to hold a corn hole tournament to raise awareness for Juvenile Diabetes on Saturday, August 28, 2021.

The applicant requests the closure of the following street from 11:00 a.m. to 8:00 p.m. on Saturday, August 28th and that the City provides barricades for the street closure:

- South 17th Street, State Street south to the alley

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 recommends approval of a Live Entertainment/Public Gathering License for the event.

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
From: Jeffrey Conte, Director of Utilities & Engineering
Date: August 2, 2021
Subject: Special Event Application – St. Peter’s Picnic

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the St. Peter’s Picnic Committee requesting permission to hold its annual Parish Picnic on Saturday, August 28, 2021 between the hours of 5:00 pm. and 12:00 a.m. (midnight) on parish property located at 2600 Maine Street.

The applicant requests approval of a Live Entertainment/Public Gathering license for the event.

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



City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council
Cc: Laura Oakman, Jeff Mays, Rob Copley, Kevin McClean, Bernie Vahlkamp
From: Jeffrey Conte, Director of Utilities & Engineering
Date: August 2, 2021
Subject: Special Event Application – Knights of Columbus BBQ

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Knights of Columbus #583 requesting permission to hold its annual Knights of Columbus BBQ on Friday, August 13, 2021 through Sunday, August 15, 2021 on the Knights of Columbus grounds located at 700 South 36th Street.

The Department of Utilities & Engineering requests that “No Parking” signs be placed on the following streets from 4:00 p.m. on Friday, August 13th through 7:00 p.m. on Sunday, August 15th:

- Holford Drive, South Holford Drive, West Holford Drive

The applicant 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 recommends approval of this request.

Approval for the use of multiple tents is recommended 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. A Carnival License has been issued for the event. All carnival rides and games will be inspected by the Quincy Fire Department prior to the start of the event.

Emergency Management Services and the Quincy Police Department have been involved with the coordination of safety measures for the event.

The Department of Utilities & Engineering recommends approval of the application pending the submission and approval of a Live Entertainment/Public Gathering License.



OFFICE OF THE CITY CLERK
CITY OF QUINCY
LAURA OAKMAN

CITY HALL SUITE 129
730 MAINE STREET
QUINCY, IL 62301-4956

PHONE (217) 228-4510
FAX (217) 221-3664
LOakman@ci.quincy.il.us

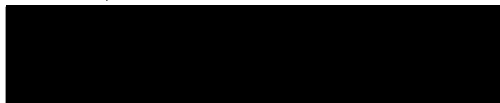
August 1, 2021

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

I herewith submit a report of City Licenses and Permits issued by me during the month of July, 2021 the periods for which they were issued together with the fees collected and subsequently paid to the City Treasurer:

#	NAME	PERIOD	AMOUNT EACH	TOTAL
1	Carnival	3 days	\$ 200.00	\$ 200.00
300	Cat Tags	1 Year	\$ 5.00	\$ 1,500.00
1	Electrical Contractor Registration (Master's)	1 Year	\$ 100.00	\$ 100.00
1	Firework Permit	1 Day	\$ 50.00	\$ 50.00
2	Live Entertainment/Public Gathering	1 Day	\$ 150.00	\$ 300.00
5	Peddler's License	1 Year	\$ 25.00	\$ 125.00
2	Raffle	2 Months	\$ 10.00	\$ 20.00
2	Raffle	1 Year	\$ 60.00	\$ 120.00
1	Theater License (Triple)	1 Year	\$ 650.00	\$ 650.00
9	Video Gaming Terminals	1 Year	\$ 100.00	\$ 900.00
Total Collected by the Treasurer's Office				\$ 3,965.00

Respectfully submitted,



LAURA OAKMAN
City Clerk

LO:ak



Quincy Plan Commission

Tuesday, July 27, 2021

7:00 p.m.

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

AGENDA

- Call the Meeting to Order
- Approval of the minutes of the regular meeting of the Quincy Plan Commission on Tuesday, June 22, 2021
- Public Comment on Issue(s) Not Listed on the Agenda (limited to three minutes)
- Public Hearing requested by Scott Frese and David Wellman in consideration of a Special Permit for Planned Development to obtain a liquor license as a means to serve alcohol and operate video gaming machines in a restaurant at 1800 State St, zoned C1B (Ward 6) – **RECOMMEND APPROVAL**
- Public Hearing requested by the City of Quincy regarding the following amendments to City Code – **RECOMMEND APPROVAL**
 - Section 40.126A (Procedures of the Zoning Board of Appeals)
 - Section 161.03A (Preliminary Plan)
 - Section 162.030F1 (Uses Located By Special Permit)
 - Section 162.153B (General Procedures)
 - Section 162.241B (Procedures)
 - Section 162.095C (Site Development and Construction Requirements)
 - Section 162.110 (Definitions)
 - Section 162.111A-162.111C (Permitted Accessory Uses)
 - Section 162.115A-162.115P (Solar Photovoltaic Power Systems)
 - Section 162.190A1b-Section 162.190A1d (Protection Provided Landmarks and Historic Districts)
 - Section 162.060 (General Provisions/Definitions)
 - Section 162.062A, B, L (General Rules)
 - Section 162.265B6 (Changeable Copy Signs).
- Additional Business for the Commission
 - Potential Amendment to City Future Land Use Map – **SET PUBLIC HEARING IN AUG.**
- Adjournment

PLAN COMMISSION MEETING MINUTES

7:00 p.m., Tuesday, July 27, 2021

City Council Chambers, 730 Maine Street, Quincy, Illinois

ATTENDANCE

Commissioners Present:

Ald. Katie Awerkamp, Dave Bellis, Chairperson Julie Brink, Jim Citro, Greg Davis, Tony Dede, Tanner Freiburg, J. David Gilbert, Amy Looten, Jeff Mays, George Meyer,

Commissioners Absent:

Absent: Elaine Davis, Rick Smith

Staff Present:

In Person: Bruce Alford, Chuck Bevelheimer, Gina Nottingham, Jason Parrott

- CALL TO ORDER

Chairperson Brink called the meeting to order at 7:00 pm. (11 present/2 absent)

- APPROVAL OF MINUTES – June 22, 2021

Motion by Citro, seconded by Looten to approve the minutes of the June 22, 2021 regular meeting as presented. Motion carried, all in favor.

- PUBLIC COMMENT (Not listed on Agenda)
None

- PUBLIC HEARING REQUESTED BY SCOTT FRESE & DAVID WELLMAN REQUESTING CONSIDERATION FOR A SPECIAL PERMIT FOR PLANNED DEVELOPMENT TO OBTAIN A LIQUOR LICENSE AS A MEANS TO SELL ALCOHOL AND OPERATE MULTIPLE VIDEO GAMING MACHINES IN A RESTAURANT AT 1800 STATE STREET, PRESENTLY ZONED C1B (WARD 6)

Brink asked for the Staff Review.

Staff said the petitioner is requesting a special permit for planned development for the property at 1800 State Street because the C1B zoning district allows for a restaurant, but not for alcohol sales or for video gaming terminals. Staff said 1800 State Street had a long history as a restaurant, dating back nearly 80 years, with the previous restaurant, Elders, being open for decades until its closure in 2019. Staff said there were several businesses nearby (restaurant, yogurt drive thru) as well as a church and a single-story apartment complex. The remainder of the neighborhood is residential, primarily single-family residential.

Staff said the proposed restaurant and the church are more than 100 feet apart, which is a requirement for a liquor license. Staff said its biggest concern is parking in a high-traffic area with two popular businesses nearby. Staff said the previous restaurant at this location had access to a large parking lot across 18th Street and this new restaurant will not have access to that lot. Staff said the petitioner identified 20 potential off-street parking spots, which would allow a maximum occupancy of 46 per city code (1 spot per 2.3 customers).

Staff received several phone calls regarding the petition. None of the callers had any comment, they were simply curious about what was happening. Staff said it recommends approval of the Special Permit for Planned Development to obtain a liquor license as a means to sell alcohol and operate video gaming terminals at 1800 State Street

Brink asked if there were any questions for staff.

Meyer asked about the structural integrity of the building. Bevelheimer said the inspections department would verify the structural integrity of the building as the project moves forward. He believes there are a few concerns related to the second story of the building, which would have to be addressed as part of the process if necessary.

Bellis asked if this project was affected by the Mayor's decision to freeze the issuance of liquor licenses. Mays said the decision was made due to changes in the state law related to the issuance of liquor licenses and the city issuing a larger number of licenses lately. He said the goal is to update the city's rules and regulations related to liquor licenses and resume the process of issuing them in a couple months. Mays said anyone who has requested a liquor license will remain in line and they will not need to reapply. He said it is a pause for review. Bellis said he wanted to make sure this would not affect their application status.

Brink asked for the petitioner to come forward

Scott Frese (1118 S. 23rd Street) said he had no additional comments. Freiburg asked if gaming revenue would be more than 50% of revenue. Frese said he did not know. He said he thought the restaurant side would do well and would benefit from the alcohol and gaming. Frese said he has seen varying numbers on the potential for video gaming.

Awerkamp asked about hours of operation. Frese said hours would depend on the amount of help that can be found. He said the later hours would be determined by staffing. Awerkamp asked if Frese had received any feedback from the letters he sent. Frese said he spoke with one person who was happy to have another restaurant in his neighborhood.

Meyer asked about structural integrity of the building. Frese said he had been told by the owner of the building that the repairs had been done. Frese said he assumed the city would confirm that prior to the issuance of a certificate of occupancy.

Brink asked for any other comments from the public. No one came forward.

Brink asked for further comments or a motion from the commission.

Meyer asked about the capacity of the building. He asked if the commission had the right to establish a maximum occupancy based on parking. Alford said as a special permit for planned development, the commission could set a capacity limit. Bevelheimer said he is concerned about setting a limit on occupancy given the amount of on-street parking in addition to the discussed off-street parking.

With no further comments, Bellis made a motion, seconded by Mays to agree with staff and recommend approval of the special permit for planned development to obtain a liquor license as a means to sell alcohol and operate video gaming terminals in a restaurant at 1800 State Street. The motion carried with all present voting in favor.

Following the vote, Brink welcomed J. David Gilbert to the Quincy Plan Commission as the representative of the Quincy Park District and thanked Nathan Koettters for his service to the commission on behalf of the Quincy Park District.

- **PUBLIC HEARING REQUESTED BY THE CITY OF QUINCY TO REVIEW MULTIPLE AMENDMENTS TO CITY CODE**

Staff asked how the commission would like the amendments to be presented. Brink asked if anyone had any questions regarding the amendments.

Dede said in the solar ordinance, there is a section that says a system shall be located out of plain sight of a public right-of-way, if possible. Staff said the plain sight requirement is more related to ground mounted systems. Staff said the if possible comes in because the system might require a roof location, which could be viewable from public right of way. Staff said this language is how the electrical inspector addresses such issues, since there is nothing in the code related to solar. Citro asked who determines possibility. Bevelheimer said it comes down to past practice to the installation. Citro said what if they come in and say they must be next to right of way. Bevelheimer said the goal is to have them located in an ideal area for each property. Alford said the final decision would come down to Bevelheimer if there is a dispute on the location of a system and if there was a further appeal, it would likely go to the Mayor.

Citro asked about the changes to the yard requirements. Staff said the reason for the yard changes is that several issues have come before the Zoning Board of Appeals of late that have revolved around the definition of a yard. Staff said there have been instances where the same property had three front yards, two side yards and a rear yard, and the property was a perfect square. Staff said this recommendation was made with assistance from a ZBA member. Staff said the goal is to establish that there are not pre-determined aspects to a yard in so as there must be one front yard, two side yards and one rear yard. Bevelheimer said the chart provides clarity to staff. He said the issue came forward and he ruled it needed a variance. Bevelheimer said when it was presented to the ZBA, the ZBA ruled that a variance was not needed. He said this ordinance has a goal to better clarify the situation.

With no further comments, Gilbert made a motion, seconded by Bellis to recommend approval of the multiple amendments to city code.

- **ADDITIONAL BUSINESS**

Brink asked if there was any further business to come before the Commission

Staff said the city was requesting a public hearing be held during the August Plan Commission meeting regarding a possible amendment to the Future Land Use plan adopted in 2013. The city is considering the rezoning of a series of homes along Harrison Street, from 12th Street to 14th Street, from residential to commercial use. Staff said the properties are currently surrounded by commercial lots and the rezoning was discussed when the commission considered a petition for a special permit for planned development to open a gaming parlor at 1207 Harrison Street.

Bellis asked if the homeowners would be notified. Bevelheimer said they would by letter.

With no further comments, Citro made a motion, seconded by Freiburg, to schedule a public hearing for the August Plan Commission meeting to consider an amendment to the city's Future Land Use plan regarding a series of lots along Harrison Street, from 12th Street to 14th Street. The

motion carried with all present voting in favor.

- ADJOURNMENT

With no further business to come before the board, Bellis made a motion, seconded by Citro, to adjourn the meeting at 7:22 pm. The motion carried with all present voting in favor.

Respectfully submitted: Jason Parrott – Technical Secretary – Quincy Plan Commission

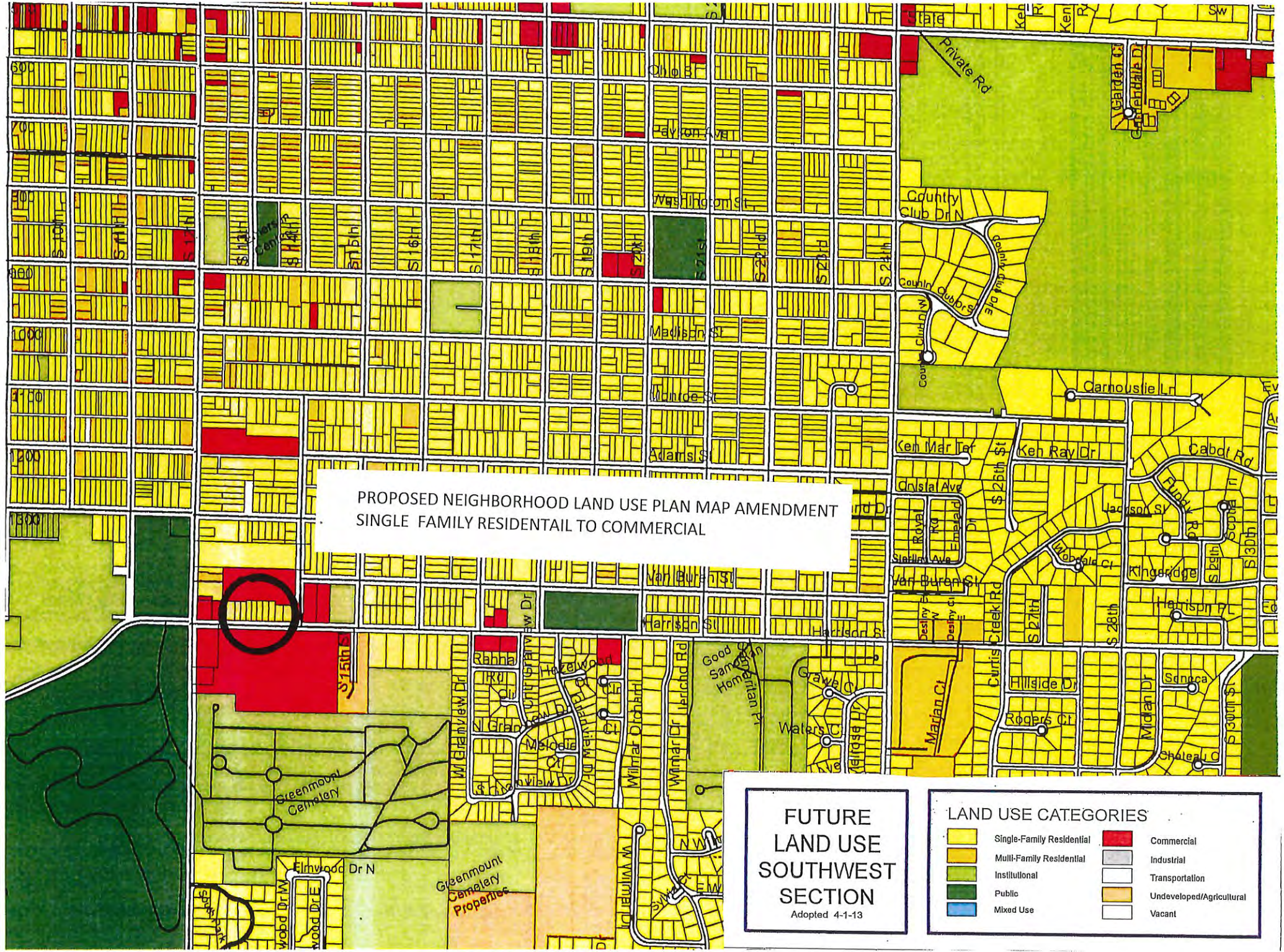
DRAFT

PROPOSED NEIGHBORHOOD LAND USE PLAN MAP AMENDMENT
 SINGLE FAMILY RESIDENTIAL TO COMMERCIAL

**FUTURE
 LAND USE
 SOUTHWEST
 SECTION**
 Adopted 4-1-13

LAND USE CATEGORIES

	Single-Family Residential		Commercial
	Multi-Family Residential		Industrial
	Institutional		Transportation
	Public		Undeveloped/Agricultural
	Mixed Use		Vacant





OFFICE OF THE CITY CLERK
CITY OF QUINCY
LAURA OAKMAN

REFERRAL

July 7, 2021

HON Jason Parrott:

TO WHOM IT MAY CONCERN: At a meeting of the City Council held **July 6, 2021** action was taken as shown below. Please return this with your report, **if any**, thereon.

A Special Permit for Planned Development to obtain a liquor license as a means to serve alcohol and to operate video gaming machines in a restaurant at 1800 State Street, presently zoned C1B. Ald. Reis moved the petition be received and referred to the Plan Commission for study and to report back. Motion carried.

Respectfully,

Laura Oakman
City Clerk

ACTION

To the Honorable City Council:

The undersigned Committee, to whom was referred the foregoing would respectfully report that: it recommends approval of the special permit for planned development to obtain a liquor license as a means to serve alcohol and to operate video gaming machines in a restaurant at 1800 State Street, presently zoned C1B, as requested.

Signed:

Jason Parrott – Technical Secretary – Quincy Plan Commission

REVIEW – SPECIAL PERMIT FOR PLANNED DEVELOPMENT

Applicant/Owner or Prospective Owner	Scott Frese & David Wellman
Address(es)	1800 State Street
Parcel Size(s)	40' x 127' = 5,080 square feet
Ward	6
Current Zoning	C1B (limited local commercial)
Request	Obtain a liquor license as a means to serve alcohol and operate video gaming machines as part of a restaurant at 1800 State Street



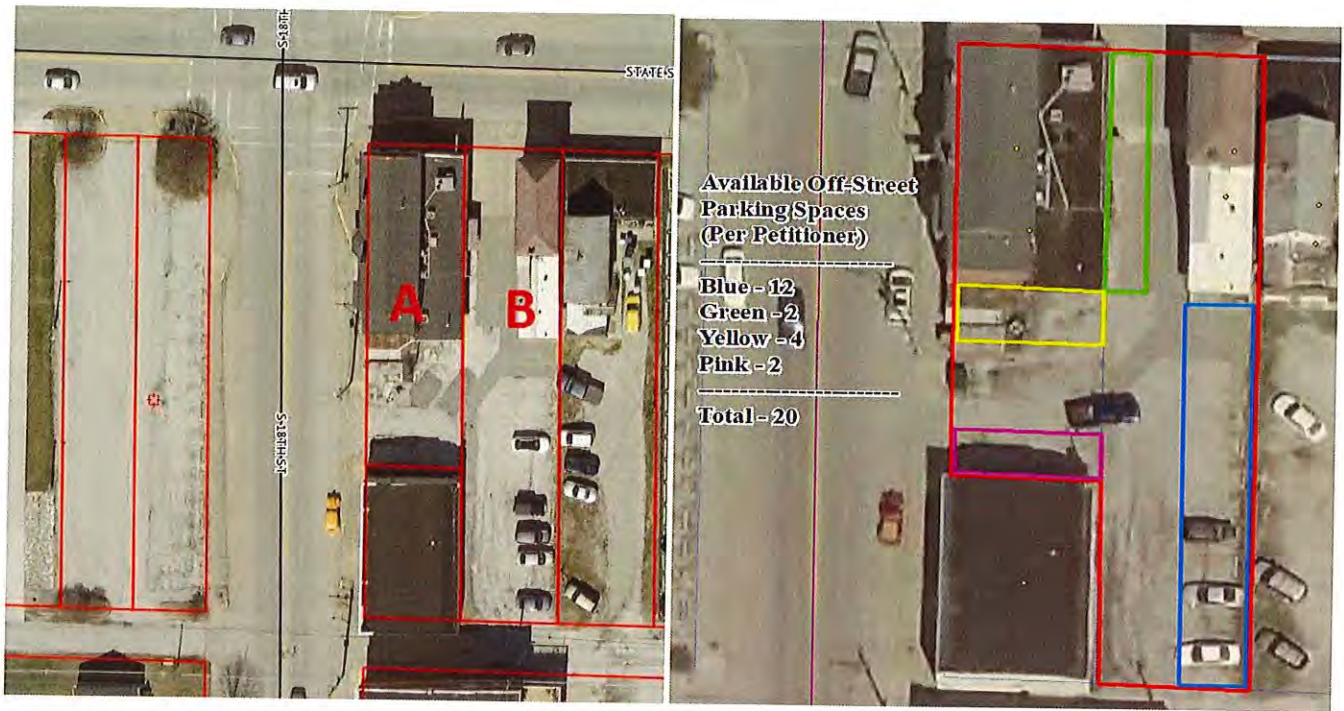
LOCATION/BACKGROUND:

1800 State Street is zoned C1B (Limited Local Commercial). It's located in the city's 6th Ward. The petitioner seeks to open a restaurant at this location with alcohol sales and video gaming. City Code allows a restaurant to operate in a C1B district. It does not allow for the sale of alcohol or the use of video gaming machines in such a zoning district. As such, the petitioner is seeking a Special Permit for Planned Development for 1800 State Street to obtain a liquor license as a means to serve alcohol and operate video gaming machines inside the proposed restaurant.

The proposed use of the property appears to be in line with past uses. According to local media reports, a restaurant operated at 1800 State Street from 1940-2019, at which time Elders closed its doors after 49 years at that location. Staff did not find any files related to Special Permits or Non-Conforming Use Permits for 1800 State, likely meaning the continual use pre-dated the city's current zoning code.

There is a church to the immediate northeast of the property, a restaurant to the north, a yogurt drive-thru to the northwest, and a single-story apartment complex to the west. The rest of the area surrounding 1800 State Street is primarily residential, mostly single family with a few two-or-multi-family units.

The petitioner presented staff with a lease for the property at 1800 State Street (Lot A) and the neighboring property at 1804-1806 State Street (Lot B). If you look at the left aerial on the next page, the petitioner says the rear of Lot B will be used for parking for his restaurant at 1800 State Street.



CURRENT PLANNING:

The 2013 Neighborhood Land Use Plan categorizes 1800 State Street as Commercial Use.

STAFF COMMENTS:

As previously mentioned, a Special Permit for Planned Development is needed due to the intention to sell alcohol and to operate video gaming machines in a C1B Zoning District. The proposed use as a restaurant is allowed.

The website for the Illinois Gaming Board states that in June 2021, a total of 77 establishments in the city of Quincy had at least one video gaming machine. The total number of video gaming machines in the city was 243 and the municipality share of the tax revenue generated was approximately \$76,000.

Staff is concerned about the availability of parking in a high-traffic area.

The previous restaurant operating at this location had access to approximately 20+ off-street parking stalls west of South 18th Street. The petitioner will not have access to that lot for off-street parking.

City Code Chapter 162.092 establishes the off-street parking requirements for a restaurant as one space for every 2.3 persons maximum occupancy. Per the aerial photo above (right), the petitioner says there will be 20-off street parking spots available for parking. Based on that figure and city code, the maximum occupancy for the building would be 46. The petitioner told staff that a maximum occupancy has not been considered but that 46 could be a fair estimate at this time.

City Code does not allow the issuance of a liquor license for retail sales within 100 feet of a church. The closest line draw from 1800 State Street to 1825 State Street (Calvary Baptist Church) is 118 feet. That is from lot line to lot line, with the actual distance between buildings being much greater.

Staff has received just one phone call regarding the petition. The individual who called was just seeking information and did not express a point of view of the project.

STAFF ANALYSIS OF REQUIREMENTS FOR SP FOR PLANNED DEVELOPMENT

Chapter 162.151 of the city code establishes specific objectives of the Planned Developments with the Zoning Chapter, which is used to analyze a special permit for planned development.

Staff sees the request for a liquor license as a means to sell alcohol and operate multiple video gaming machines in a restaurant at 1800 State Street as meeting the following Specific Objectives of 162.151:

- A. To permit a maximum choice in the types of environment available to the public by allowing a development that would not be possible under the strict application of the other sections of this chapter or other applicable ordinances of the city;
- J. To provide a means for the development of existing properties which cannot otherwise be economically or reasonably developed based on district zoning regulations;
- L. To provide a means by which the city can allow the use and development of land and property which is consistent with the comprehensive planning of the city and surrounding uses and developments without modifying the district zoning scheme established by this chapter.

STAFF RECOMMENDATION:

Staff supports the special permit for planned development for the issuance of a liquor license as a means to sell alcohol and operate multiple video gaming machines inside a restaurant at 1800 State Street as proposed.

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: July 15 2021 (Revised)
SUBJECT: Quincy Workforce Relocation Assistance Program (Q-WRAP)

Two key components of the city's "45x30" economic development program are talent attraction and workforce development. The city hired North Star to develop an Employee/Residential Recruitment Strategy. One aspect of that strategy is the recruitment of production workers and people with ties to Quincy, including people born and raised in the city.

North Star will promote six selling points for Quincy as part of its recruitment campaign.

1. Uniquely cohesive, caring, supportive sense of community (Right on Q)
2. Affordability and earnings potential
3. Easy lifestyle, short commutes, accessible amenities
4. Historic architecture, vibrant arts and culture
5. Well-functioning, open government with an infrastructure built for growth (healthcare)
6. 700+ available jobs with high growth companies.

The Quincy Workforce Relocation Assistance Program (Q-WRAP) is a property tax rebate/lease rebate incentive to make the residential and worker recruitment campaign more competitive. Employees or employers must contact GREDF (through the Quincycalling.com website) to apply for access to Q-WRAP. This will allow GREDF and the city to track participation and make sure the program is adequately funded.

The guidelines for Q-WRAP include:

1. Up to \$5,000 rebate on property taxes paid on the first year property tax bill only to owner occupied dwellings.
2. Up to \$3,500 rebate on rent/lease payments after six months or more of payments with GREDF guaranteeing the security deposit on a residential lease.
3. A participant is eligible for either a property tax rebate or a lease rebate, not both.
4. The rebates described above are only available to someone who relocates from outside of Adams County to within the city limits of Quincy to work in Adams County. For example:
 - a. Eligible: Person moves from Springfield to Quincy to work in Adams County
 - b. In-Eligible: Person moves from Ursa to Quincy while working in Adams County
 - c. In-Eligible: Person moves from Springfield to Quincy without a job.
5. New residents must take employment in Adams County. The County employment restriction does not apply to remote employment.

6. A \$250 finder's fee to resident living in Adams County who supply names of relatives, natives or others that live outside Adams County that are successfully recruited to live within the city. The incentive will be in the form of a gift card to a local Quincy restaurant of their choice.
7. These are pilot programs available on a first-come/first-serve basis.
8. It's estimated a minimum 25 individuals/families could benefit from Q-WRAP.

The city will reserve \$125,000 from Fund 213 (the Economic Growth Fund) to fund Q-WRAP. Attached is a resolution authorizing the expenditure of \$125,000 for the Quincy Workforce Relocation Assistance Program.

RESOLUTION AUTHORIZING RESIDENTIAL PROPERTY TAX REBATE

WHEREAS, local business owners and industry leaders say there are currently 1,000 unfilled jobs in Quincy local business, a number that could grow to 3,200 by the year 2030; and

WHEREAS, the City wishes to foster workforce development and talent attraction, in part, through the recruitment of Quincy natives and those with Quincy ties to relocate to the city; and

WHEREAS, the city hired the firm, North Star, to develop a Strategic Marketing Campaign for Quincy that aims to recruit Quincy natives and newcomers to the city, to position the city as the Midwestern hub for regional and national business locations and to establish marketing effort to sell the positive aspects of Quincy as the a desirable place to live and work; and

WHEREAS, the creation of the Quincy Workforce Relocation Assistance Program (Q-WRAP) would incentivize individuals or families to move from outside Adams County to within the City of Quincy for employment in Adams County; and

WHEREAS, Q-WRAP would be a pilot program available to individuals or families with the participants or their employer being required to sign-up with GREDF; and

WHEREAS, participants would receive a rebate of up to \$5,000 on their first, year-long property tax bill while residing in Quincy or a rebate of up to \$3,500 on rent payments after their first full year residing in Quincy; and

WHEREAS, employers may advance up to \$3,500 to incentive participants for use as rent/lease payments and seek reimbursement for the amount advanced on behalf of the incentive participant as long as the incentive participant provides evidence the advance was used for rent/lease payments; and

WHEREAS, a \$250 “finder’s fee” will be available to local residents who provide the names of potential new workers or residents living outside of Adams County who relocate to the city of Quincy.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the Quincy City Council authorize the creation of the Quincy Workforce Relocation Assistance Program (Q-WRAP) through collaboration between the city and GREDF
- 2) That the funding for Q-WRAP shall be \$125,000
- 3) That the funding for Q-WRAP shall come from Economic Growth Fund 213

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

Adopted this _____ day of _____, 2021.

City Clerk

Approved this _____ day of _____, 2021.

Mayor

M:Chuck/2021 Resolution/ Residential Property tax Abatement 7-7-21

Quincy Workforce Relocation Assistance Program (Q-WRAP)
Application

Date: _____

Applicant's Name: _____

Applicant's Address: _____
(Must Be Within Quincy City Limits)

Applicant's Phone: _____ Applicant's Email: _____

Employer: _____
(Must Be Within Adams County)

Reason for Relocating to Quincy: _____

Previous Address: _____

Previous Employer: _____ City/State of Previous Employer: _____

Do you own/rent your new residence in Quincy? OWN RENT

Homeowners: Most Recent Property Tax Bill Amount for your residence: _____

Renters: Monthly Rent: _____

Did anyone refer you to this program? YES/NO If yes, who: _____
(Provide Name/Phone if known)

I understand that by participating in the Q-WRAP program, I must remain with my new employer for _____ and I must remain in my current home for _____.

Printed

Signature

Date



DEPARTMENT OF POLICE CITY OF QUINCY

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

July 30, 2021

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

RE: REPLACEMENT ANIMAL CONTROL TRUCK PURCHASE

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to explain the condition of our Animal Control truck and offer a proposal to purchase a replacement truck. We last purchased an Animal Control truck in 2007. The current truck has reached the end of its life and needs to be replaced.

The Quincy Police Department has one full time Animal Control Officer. The ACO is assigned a truck specifically equipped to further the Animal Control Mission. The truck currently assigned to the Animal Control Officer is a 2007 Ford F250 with over 150,000 miles recorded and is equipped with a Mavron model ATL-6 animal transport conversion bed. We typically trade vehicles after 100,000 miles. We have put off replacing this vehicle as long as possible; however, the maintenance costs to keep this truck operational have been increasing every year.

Our ACO responded to 1,234 animal related calls for service during the calendar year 2020. This includes the recovery of 291 dogs and 204 cats, along with 125 wild animals in living spaces. In addition to responding to animal complaints, the ACO assists the Drug Task Force with neutralizing dogs believed to be guarding houses or vicious dogs found at crime scenes or during other raids. Our ACO also provides assistance by providing information at scenes of non-animal related incidents to which police officers are responding (i.e. car crashes, hit and runs, and fleeing persons), and is also available to report traffic crashes and structure fires, or to assist at these scenes. When this truck is not functioning, the ACO loses the ability to perform his job, so having dependable transportation is vital to this program.

When doing research on this purchase we learned there was no state bid procured for this type of vehicle in 2021. The City of Quincy Purchasing Department published "Request for Proposals" on or about June 9th, 2021. Two bids were received by the deadline date of June 24th, 2021.

The first proposal was received from Bob Ridings Inc. of Taylorville, IL. This proposal was for a 2021 Ford F250, Regular Cab 4X4 pickup truck with an eight foot bed. Including a trade in value of \$1,200 for the current ACO truck, the total cost for this truck is \$32,762.00. The estimated delivery time for this truck is, "July 30 or earlier."

"Service - Pride - Dignity"

QUINCY POLICE DEPARTMENT
Mayor Mike Troup
Members of the Quincy City Council
July 30, 2021
Page 2

The second proposal received was from Gem City Ford of Quincy, IL. This proposal was for a 2022 Ford F250, Regular Cab 4X4 pickup truck with an eight foot bed. Including trade in value of \$1,000 for the current animal control truck, the total cost for this truck is \$31,946.00. The estimated delivery time for this is, "probably 90 days out", meaning we would not receive the truck until September or October of this year at the earliest.

In the last three years we have experienced significant delivery delays with Ford Motor Company after ordering Ford Explorer Police Interceptor squad cars. One order of three cars was delayed several months, a second order was delayed nearly a year. This caused disruptions with our fleet rotation and additional maintenance costs.

We are proposing to purchase the 2021 Ford F250, Regular Cab 4X4 pickup truck with an eight foot bed from Bob Ridings Inc. of Taylorville, IL. The cost of this vehicle is \$816 more than the proposal from Gem City Ford. The reason for paying the higher amount is because this truck is in stock and we can take delivery upon payment. The vehicle proposal from Gem City Ford is for a vehicle that is not currently in stock; and considering the recent delivery issues we have experienced with Ford Motor Company, we are unsure of when this truck will be delivered.

The current animal control truck has a Mavron model ATL-6 animal transport conversion bed, which has worked out well for our animal control officer. Our Fleet Coordinator, Justin Boyd, has been in contact with Mavron Inc., who indicates they have a mounting package available to make this conversion bed fit on the 2021 Ford F250 with an eight foot bed. We intend to transfer this bed to the new truck upon delivery, avoiding the added cost of another bed.

We are requesting authorization to purchase the 2021 Ford F250, Regular Cab 4X4 pickup truck with an eight foot bed from Bob Ridings Inc. of Taylorville, IL. During the preparation of our budget for this fiscal year, we budgeted \$30,000.00 in our capital fund line item 001-2116-402.52-06 for this purchase. Unfortunately, the estimates we obtained in early 2021 indicated this amount would cover the purchase of a new truck. Since then prices have increased. We plan to transfer the remaining \$2,762.00 from the \$6,400.00 budgeted for Fleet Maintenance for the current ACO truck.

This purchase has the support of the Police Aldermanic Committee. We would like your approval to move forward with this purchase. If you have any questions, please feel free to contact me. In my absence, you may contact Deputy Chief Yates or Deputy Chief Pilkington. Thank you for your attention to this request.

Sincerely,



Robert A. Copley
Chief of Police

RAC:ay

Cc: Mayor Troup
Mr. Jeff Mays
Ms. Mary-Ann Ervin
Ms. Sheri Ray
Deputy Chief Pilkington
Sgt. Wiemelt
Mr. Justin Boyd

RESOLUTION

WHEREAS, the Quincy Police Department has one full time Animal Control Officer responsible for handling all animal related calls for service for the City of Quincy; and

WHEREAS, the Animal Control Officer is assigned a truck specially equipped to meet the needs of the Animal Control Officer; and

WHEREAS, the current animal control truck is a 2007 Ford F250 with over 150,000 miles that is increasingly unreliable and costly to maintain; and

WHEREAS, a request for proposal was published on June 9th, 2021, seeking bids for a new animal control truck; and

WHEREAS, the following bids were received:

Bob Ridings Inc.,	2021 Ford F250	Total Cost \$32,762.00	Delivery = Immediate
Gem City Ford	2022 Ford F250	Total Cost \$31,946.00	Delivery = Fall/2021

WHEREAS, though Gem City Ford was the low bid, recent production delays and the need to replace the existing animal control truck make it more appealing to pay the additional \$816 to purchase a truck that is immediately available for delivery; now

THEREFORE BE IT RESOLVED, the Chief of Police and Police Aldermanic Committee recommends to the Mayor and City Council that the Quincy Police Department be granted authority to purchase one, 2021 Ford F250 pickup truck, from Bob Ridings Inc., Springfield, IL, for the total cost of \$32,762.00.

Robert A. Copley
Chief of Police

August 2nd, 2021

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: Quincy Plan Commission
FROM: Jason Parrott
DATE: July 27, 2021
SUBJECT: Amendments to Quincy City Code

The Plan Commission is being asked to consider supporting amendments to approximately a dozen sections of city code, the vast majority of which are brief, housekeeping measures. You have the specific language changes in your packets; these are brief summaries behind them.

Amendments I – Chapters 40.126(A), 161.03(A), 162.030(F)(1), 162.153(B), and 162.241(B).
City Code currently requires developers, architects, etc. to provide 8-10 copies of plats or related documents for review by city staff and/or boards and commissions including the ZBA and the Plan Commission. Staff believes a more appropriate number of paper copies is four, saving time and resources for those involved. Staff is including a requirement that an electronic copy be submitted with the four paper copies to allow for easier distribution.

Amendment II – Chapter 162.095(C)

City Code currently states that the list of acceptable pavement surfaces includes concrete, asphalt or oil & chip. This language allows for the use of a dust-free surface beyond the three most widely accept methods for dust control (concrete, asphalt, oil & chip). Staff believes the methods for dust control should be limited to the three most widely accepted methods (concrete, asphalt, oil & chip). Any other method for dust control would need approval from the city's Department of Engineering.

Amendment III – Chapters 162.110, 162.111(A)-(C), 162.115(A)-(P), 162.190(A)(1)(b)-(d)

The Dept. of Planning & Development was involved in a statewide email exchange regarding solar regulations in historic districts. Staff presented this discussion to the city's Preservation Commission to gauge interest in developing a policy to regulate the installation of solar arrays at landmark properties/local historic districts in Quincy. The discussions evolved into a city-wide policy because there is nothing in City Code at this time that regulates solar installations.

The Dept. of Planning & Development currently uses regulations related to an accessory structure (garage, large shed, etc) when establishing the location, setbacks, etc regarding a solar installation. The proposal before the commission does the following:

- Establishes the definitions for a solar array and a solar photovoltaic power system
- Adds solar photovoltaic power systems to the list of acceptable uses in zoning districts
- Establishes the regulations for a solar photovoltaic power system

The proposal would also require the installation of a solar photovoltaic power system at a landmark property or a local historic district receive a Certificate of Appropriateness from the Preservation Commission.

The proposal also removes outdoor coin telephones as acceptable uses in certain zoning districts.

Amendment IV – Chapters 162.060 and 162.062

In recent months, there have been several issues come before the Quincy Zoning Board of Appeals that tested the traditional definition of a yard, be it a front yard, rear yard, or side yard. Staff believes these changes will better define what a yard is to allow for a more clear interpretation of city code. A sample of lots is included with your packet.

Amendment V – Chapter 162.265(B)(6)(a-d)

The Department of Inspections requested this change to City Code to further clarify the acceptable locations for an Automatic Changeable Copy Sign as a Pole Sign or a Ground Sign.

AMENDMENTS - I

Chapter 40 – Boards and Commissions
Zoning Board of Appeals
40.126(A) – Procedures of the Zoning Board of Appeals

Application for appeal. A petition for appeal shall be filed with the Secretary, who shall forward a copy of the same to the Board of Appeals without delay. The application shall be filed in the number of copies, in the form, and contain information as the Secretary of the Board of Appeals may prescribe from time to time. The appeals application shall be accompanied by ~~ten~~ four paper copies and one electronic copy of a plat, drawn or pictured to an accurate scale, showing all pertinent information which shall include, at a minimum, the existing zoning and actual use of the property involved and adjoining and adjacent properties as well as the general area immediately affected by the variance. The Board of Appeals shall conduct a public hearing on the appeal within 60 days from the date of the receipt of the application by the Secretary of the Board of Appeals.

REDUCE PAPER SUBMISSIONS AND ALLOW ELECTRONIC SUBMISSIONS

Chapter 161 – Subdivision Regulations
161.03(A) – Preliminary Plan

Requirements. The developer shall initially file ~~ten~~ four paper copies and one electronic copy of a preliminary plan, along with title evidence for the land to be subdivided. The preliminary plan shall include:

REDUCE PAPER SUBMISSIONS AND ALLOW ELECTRONIC SUBMISSIONS

Chapter 162 – Zoning Regulations
Zoning Districts – Use Restrictions
162.030(F)(1) – Uses located by Special Permit

Application. The form of application for a special permit shall be prescribed by the Secretary of the Plan Commission, but shall include requirements as may be imposed by the Plan Commission or the City Council, if any. All applications for special permits shall be filed with the Secretary of the Plan Commission. The application shall be accompanied by ~~eight~~ four paper copies and one electronic copy of a detailed plot plan of the lot and proposed use, drawn to an accurate scale by a person competent therein, showing all pertinent information. It is the responsibility of all applicants for special permits to submit complete and thorough plans relative to any specially permitted use. This is particularly important relative to the exterior of any building or structure. Any use, activity or items not clearly incidental to or implied from the specially permitted use shall not be allowed. What is clearly incidental to or implied shall be strictly construed. Use, activity or items shall include, but shall not be limited to, landscaping, lighting and parking arrangements. The Secretary of the Plan Commission may also require submission of a proposed form of special permit.

REDUCE PAPER SUBMISSIONS AND ALLOW ELECTRONIC SUBMISSIONS

Chapter 162 – Zoning Regulations
Planned Development
162.153(B) – General Procedures

(B) *Application.* Applications shall be on forms prescribed by the Secretary of the Plan Commission and shall be accompanied by the plats, plans or documents as may be prescribed by this subchapter or by the Secretary of the Plan Commission. Unless otherwise prescribed by the Secretary of the Plan Commission, ~~ten~~ four paper copies and one electronic copy of any supporting plats or related documents shall be submitted. On review of any application as provided in this subchapter, the Plan Commission, the City Council or other reviewing authority may require that the application and supporting documents be supplemented as deemed appropriate.

REDUCE PAPER SUBMISSIONS AND ALLOW ELECTRONIC SUBMISSIONS

Chapter 162 – Zoning Regulations
Amendments & Changes
162.241(B) – Procedures

Application for amendment. An application for an amendment shall be filed with the City Clerk who shall forward a copy of the same to the Plan Commission without delay. The application shall be filed in the number of copies, be in the form, and contain information as the Secretary of the Plan Commission may prescribe from time to time. If the application pertains to amending the district map, the application shall be accompanied by ~~eight~~ four paper copies and one electronic copy of a plat, drawn or pictured to an accurate scale by a person competent therein, showing all pertinent information which pertinent information shall include, at a minimum, the existing zoning and actual use of the property involved and adjoining property as well as the general area immediately affected by the proposed change. If the application pertains to amending the provisions of this chapter, a proposed ordinance shall be submitted. The Plan Commission shall conduct a public hearing thereon, to be held within 60 days from the date of the receipt of the application by the Secretary of the Plan Commission.

REDUCE PAPER SUBMISSIONS AND ALLOW ELECTRONIC SUBMISSIONS

AMENDMENTS - II

Chapter 162 – Zoning Regulations
Off-Street Parking & Loading
162.095(C) – Site Development and Construction Requirements

Pavement surface. Loading areas, parking lots, driveways, access ways and any other areas on which motor vehicles are parked or stored, or which are used for motor vehicle circulation, shall be constructed with a dust free surface. Acceptable pavement surfaces ~~include~~ are limited to concrete, asphalt or oil and chip. Any other pavement surface must be approved by the city's Department of Engineering as being capable of providing a dust free surface. Concrete wheel stops shall be used on oil and chip surfaces to designate the parking stalls in lieu of painted striping. Property owners are allowed to have a temporary gravel surface for a maximum period of one year. This stipulation is intended to allow time for settlement, compaction or allow for off-season construction.

ESTABLISHES SPECIFIC DUST-FREE SURFACES WHILE ALLOWING FOR OTHERS

AMENDMENTS - III

Chapter 162 – Zoning Regulations
Accessory Uses & Buildings
162.110 – Definitions

Add the Following:

ARRAY. A mechanically integrated assembly of module(s) or panel(s) with a support structure and foundation, tracker, and other components, as required, to form a dc or ac power-producing unit. For use in this chapter, an array can be one component of a solar photovoltaic power system.

SOLAR PHOTOVOLTAIC POWER SYSTEM: A solar photovoltaic power system is an example of Power Production Equipment. Power Production Equipment is defined as the generating source, and all distribution equipment associated with it, that generates electricity from a source other than a utility supplied service.

Chapter 162 – Zoning Regulations
Accessory Uses & Buildings
162.111(A-C) – Permitted Accessory Uses

§ 162.111 PERMITTED ACCESSORY USES.

The following accessory uses are permitted.

(A) In the RU1, RE1, R1A, R1B, R1C and R2 Districts:

(1) Private garages;
(2) Home occupations in accordance with the provisions of this section;
(3) Radio or television antennae, satellite discs, dishes and other reception equipment of a type commonly used by individual consumers for household use, provided the equipment is not located in any required front yard or nearer than five feet of a side or rear property line, the equipment is not of a height, design or location which could fall or collapse within five feet of the property lines of adjoining zoning lots if it fell or collapsed at its full or extended height, the equipment is securely anchored, and the equipment does not otherwise constitute a hazard;

(4) Vegetable and flower gardens;

~~(5) Outdoor coin telephones; and~~

(5) Tennis courts, swimming pools, garden houses, pergolas, ornamental gates, barbecue ovens, fireplaces and similar uses customarily accessory to residential uses, and

(6) Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system)

(B) In the R3, NR1 and NR2 Districts, there may also be storage garages, and parking lots for use solely of occupants of the premises, and Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system).

(C) (1) In the C1A District, there may be only the following accessory uses:

(a) Parking lots;
(b) A use not to exceed 15% of the floor area for incidental inside storage; provided that outside or open storage may not be an accessory use;
(c) Private garages for any single-family dwelling or for bona fide occupants of tenants of the premises; and

~~(d) Outdoor coin telephones.~~

(d) Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system)

(2) In the C1B, C2 and C3 Districts, there may be any accessory use permitted in a higher district (i.e., C1A and residential districts) and additionally the following:

(a) Parking lots;

(b) A use of not to exceed 40% of the floor area for incidental inside storage or light industrial activity; provided that outside or open storage may not be an accessory use; and

~~(e) Outdoor coin telephones.~~

Chapter 162 – Zoning Regulations

Accessory Uses & Buildings

NEW - 162.115(A-P) – SOLAR PHOTOVOLTAIC POWER SYSTEMS

162.115 SOLAR PHOTOVOLTAIC POWER SYSTEMS

(A) The intent of this section is to allow for the installation of a solar photovoltaic power system that will generate enough electricity to power any structure(s) on the lot on which the system is installed.

(B) A solar photovoltaic power system(s) installed in the RE1, R1A, R1B, R1C, R2, R3, NR1, and NR2 zoning districts:

(1) Shall not occupy more than 15 % percent of a rear yard area.

(2) Shall not exceed more than 1,000 square feet

(3) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system

(C) A solar photovoltaic power system installed in an RU1 zoning district:

(1) Shall not occupy more than 30% percent of a rear yard area.

(2) Shall not exceed more than 2,000 square feet

(3) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system

(D) A solar photovoltaic power system installed in a Commercial Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.062(E).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(E) A solar photovoltaic power system installed in a Downtown Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.026(A)(6).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(F) A solar photovoltaic power system installed in a Industrial Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.062(F).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(G) A solar photovoltaic power system shall not be located in a front yard

(H) A solar photovoltaic power system shall be located out of plain sight from a public right of way, if possible.

(I) Any solar photovoltaic power system installed closer than ten feet to a main building shall be considered as part of the main building and shall be provided with the side and rear yards required for the main building.

(J) If a solar photovoltaic power system is installed more than ten feet from the main building on a lot, the solar photovoltaic power system may be built in a rear yard, provided it shall not be located nearer than two feet to any side or rear lot or nearer than five feet to any alley or similar right-of-way easement abutting the rear or side of the lot. This shall not be construed as requiring a side yard greater than would otherwise be required. A solar photovoltaic power system located under this provision must be at least 60 feet from the actual front street curb line or, if no curb, where the same would be located as determined by the Director of Utilities and Engineering.

(K) No solar photovoltaic power system shall be constructed upon a lot until the construction of the main building has been actually commenced.

(L) On corner lots in Residentially-Zoned Districts with widths of 60 feet or less, solar photovoltaic power systems may be built no closer than ten feet to the side street right-of-way.

(M) If a solar photovoltaic power system is installed on the roof of a dwelling or accessory building, the installation must adhere to the most recent international fire code as adopted by the City of Quincy.

(N) The installation of a solar photovoltaic power system shall be completed by the homeowner or by a registered electrical contractor.

(O) The installation of a solar photovoltaic power system on a roof shall require the submission of a letter from a structural engineer that states the location of the solar photovoltaic power system can handle the weight of the system and associated weather risks including, but not limited to wind and rain.

(P) A Certificate of Appropriateness (as defined in Chapter 162.182) shall be required prior to the installation of a solar photovoltaic power system on a Landmark (as defined in Chapter 162.182) lot or within a Local Historic District (as defined in Chapter 162.182). The requirements for the issuance of a Certificate of Appropriateness are included in Chapter 162.190.

Chapter 162 – Zoning Regulations

Landmarks & Historic Districts

162.190(A)(1)(b-d) - Protection Provided Landmarks & Historic Districts

§ 162.190 PROTECTION PROVIDED LANDMARKS AND HISTORIC DISTRICTS.

(A) Certificate of appropriateness.

(1) *Actions requiring a certificate of appropriateness.* A certificate of appropriateness issued by the Quincy Preservation Commission shall be required for the following actions affecting the exterior architectural appearance of any Landmark or property within a Historic District:

(a) Any alteration to the significant historical or architectural features listed in the designating ordinance;

(b) Any exterior construction or alteration requiring a building permit from the city; and

(c) Any substantial alteration to the exterior portion of the property; and

(d) Any installation of a solar photovoltaic power system as defined in Chapter 162.110.

AMENDMENTS – IV

Chapter 162 – Zoning Regulations
Yard Requirements
162.060 – General Provisions/Definitions

YARD. An open space, on the same zoning lot with a building or structure, unoccupied and unobstructed from ~~is~~ its lowest level to the sky. Except as otherwise permitted herein, **YARD** extends along a lot line and to a depth or width specified in the yard requirements for the zoning district in which ~~the~~ such zoning lot is located.

YARD, FRONT. A yard extending along the full length of the front lot line between the side lot lines (and not side yard ~~lines~~)

YARD, REAR. A yard extending along the full length of the rear lot line between the side lot lines (and not side yards ~~lines~~)

ADDRESSING ISSUES RELATED TO ZBA

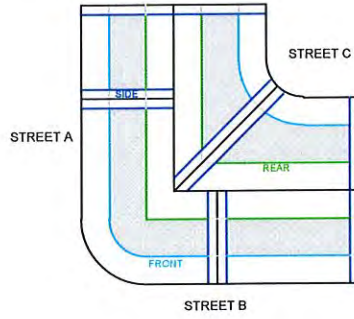
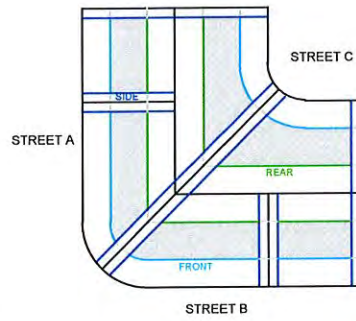
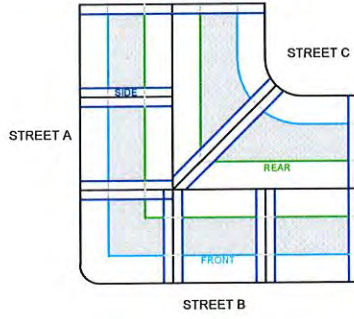
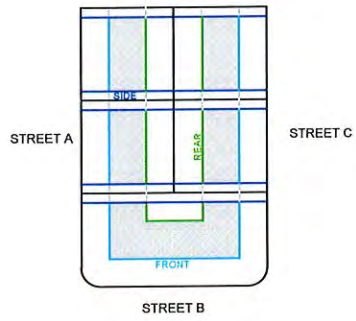
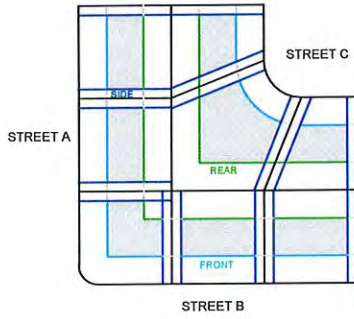
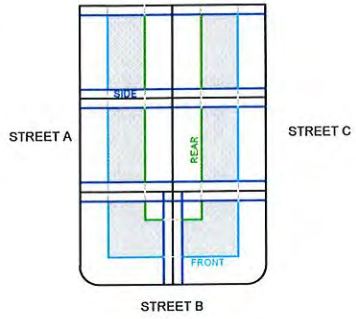
Chapter 162 – Zoning Regulations
Yard Requirements
162.062 – General Rules (A, B, L)

(A) On lots fronting on two nonintersecting streets, a front yard must be provided on both streets.

(B) ~~On corner lots in the residential districts, the width of the yard along the side street shall not be less than any required front yard on the street.~~ On corner lots that are lots of record, the buildable width cannot be reduced to less than 28 feet except that there shall be a yard along the side street side of a tract of at least five feet as well as the required side yard on the other side.

(L) ~~On corner lots (lots abutting on two or more streets at their intersections), the front yard shall face the shortest street dimension of the lot except that if the lot is square or almost square, i.e. has dimensions in a ratio of three to two to three to three, then the front yard may face either street.~~ On corner lots (lots abutting on 2 or more streets at their intersections) a front yard shall be provided along each street. The extent of rear yards shall be determined by the extension of rear yard limits of adjoining lots to their intersection, or be extended to the depth provided in the ordinance for the district should they not intersect before that depth is reached.

ADDRESSING ISSUES RELATED TO ZBA



AMENDMENTS – V

Chapter 162 – Zoning Regulations

Signs

162.265(B)(6)(a-d) – Commercial Signage

(6) Changeable copy signs. Changeable copy signs shall be allowed as follows:

(a) Automatic changeable copy signs shall only be located where permitted:

1. *Pole signs.* One changeable copy sign not exceeding 32 square feet shall be permitted when attached to a pole sign, regardless of the number of tenants located on the zoning lot.
2. *Ground signs.* Ground signs may contain changeable copy signs not exceeding 32 square feet.

(b) Automatic changeable copy signs shall be equipped with a sensor or device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, not to exceed 0.3 footcandles above ambient light.

(c) The applicant shall provide written certification from the automatic changeable copy sign manufacturer that the light intensity has been factory preset not to exceed 0.3 footcandles above ambient light and the intensity level is protected from end user manipulation by password-protected software or other method as deemed appropriate by the Director of Planning and Development.

(d) Any person, firm or corporation that violates the automatic changeable copy sign provisions, in addition to other such relief as the law may afford, will be subject to a minimum fine of \$500.

ORDINANCE NO. ____

**AN ORDINANCE AMENDING CHAPTER 40 (BOARDS AND COMMISSIONS),
CHAPTER 161 (SUBDIVISION REGULATIONS), & CHAPTER 162 (ZONING
REGULATIONS) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY (2015)**

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

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

**NOW T HEREOFRE, B E I T O R D A I N E D B Y T H E C I T Y C O U N C I L O F T H E
C I T Y O F Q U I N C Y , I N A D A M S C O U N T Y , I L L I N O I S**, as follows:

Section 1. AMENDMENT: That §40.126(A) of Chapter 40 (Boards and Commissions) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Application for appeal. A petition for appeal shall be filed with the Secretary, who shall forward a copy of the same to the Board of Appeals without delay. The application shall be filed in the number of copies, in the form, and contain information as the Secretary of the Board of Appeals may prescribe from time to time. The appeals application shall be accompanied by four paper copies and one electronic copy of a plat, drawn or pictured to an accurate scale, showing all pertinent information which shall include, at a minimum, the existing zoning and actual use of the property involved and adjoining and adjacent properties as well as the general area immediately affected by the variance. The Board of Appeals shall conduct a public hearing on the appeal within 60 days from the date of the receipt of the application by the Secretary of the Board of Appeals.

Section 2. AMENDMENT: That §161.03(A) of Chapter 161 (Subdivision Regulations) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Requirements. The developer shall initially file four paper copies and one electronic copy of a preliminary plan, along with title evidence for the land to be subdivided. The preliminary plan shall include:

Section 3. AMENDMENT: That §162.030(F)(1) of Chapter 162 (Zoning Regulations) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Application. The form of application for a special permit shall be prescribed by the Secretary of the Plan Commission, but shall include requirements as may be imposed by the Plan Commission or the City Council, if any. All applications for special permits shall be filed with the Secretary of the Plan Commission. The application shall be

accompanied by four paper copies and one electronic copy of a detailed plot plan of the lot and proposed use, drawn to an accurate scale by a person competent therein, showing all pertinent information. It is the responsibility of all applicants for special permits to submit complete and thorough plans relative to any specially permitted use. This is particularly important relative to the exterior of any building or structure. Any use, activity or items not clearly incidental to or implied from the specially permitted use shall not be allowed. What is clearly incidental to or implied shall be strictly construed. Use, activity or items shall include, but shall not be limited to, landscaping, lighting and parking arrangements. The Secretary of the Plan Commission may also require submission of a proposed form of special permit.

Section 4. AMENDMENT: That §162.153(B) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Application. Applications shall be on forms prescribed by the Secretary of the Plan Commission and shall be accompanied by the plats, plans or documents as may be prescribed by this subchapter or by the Secretary of the Plan Commission. Unless otherwise prescribed by the Secretary of the Plan Commission, four paper copies and one electronic copy of any supporting plats or related documents shall be submitted. On review of any application as provided in this subchapter, the Plan Commission, the City Council or other reviewing authority may require that the application and supporting documents be supplemented as deemed appropriate..

Section 5. AMENDMENT: That §162.241(B) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Application for amendment. An application for an amendment shall be filed with the City Clerk who shall forward a copy of the same to the Plan Commission without delay. The application shall be filed in the number of copies, be in the form, and contain information as the Secretary of the Plan Commission may prescribe from time to time. If the application pertains to amending the district map, the application shall be accompanied by four paper copies and one electronic copy of a plat, drawn or pictured to an accurate scale by a person competent therein, showing all pertinent information which pertinent information shall include, at a minimum, the existing zoning and actual use of the property involved and adjoining property as well as the general area immediately affected by the proposed change. If the application pertains to amending the provisions of this chapter, a proposed ordinance shall be submitted. The Plan Commission shall conduct a public hearing thereon, to be held within 60 days from the date of the receipt of the application by the Secretary of the Plan Commission.

Section 6. AMENDMENT: That §162.095(C) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

Pavement surface. Loading areas, parking lots, driveways, access ways and any other areas on which motor vehicles are parked or stored, or which are used for motor vehicle circulation, shall be constructed with a dust free surface. Acceptable pavement surfaces are limited to concrete, asphalt or oil and chip. Any other pavement surface must be approved by the city's Department of Engineering as being capable of providing a dust free surface. Concrete wheel stops shall be used on oil and chip surfaces to designate the parking stalls in lieu of painted striping. Property owners are allowed to have a temporary gravel surface for a maximum period of one year. This stipulation is intended to allow time for settlement, compaction or allow for off-season construction.

Section 7. **AMENDMENT:** That §162.110 of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by adding the following:

ARRAY. A mechanically integrated assembly of module(s) or panel(s) with a support structure and foundation, tracker, and other components, as required, to form a dc or ac power-producing unit. For use in this chapter, an array can be one component of a solar photovoltaic power system.

SOLAR PHOTOVOLTAIC POWER SYSTEM: A solar photovoltaic power system is an example of Power Production Equipment. Power Production Equipment is defined as the generating source, and all distribution equipment associated with it, that generates electricity from a source other than a utility supplied service.

Section 8. **AMENDMENT:** That §162.111(A) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

- (A) In the RU1, RE1, R1A, R1B, R1C and R2 Districts:
- (1) Private garages;
 - (2) Home occupations in accordance with the provisions of this section;
 - (3) Radio or television antennae, satellite discs, dishes and other reception equipment of a type commonly used by individual consumers for household use, provided the equipment is not located in any required front yard or nearer than five feet of a side or rear property line, the equipment is not of a height, design or location which could fall or collapse within five feet of the property lines of adjoining zoning lots if it fell or collapsed at its full or extended height, the equipment is securely anchored, and the equipment does not otherwise constitute a hazard;
 - (4) Vegetable and flower gardens;
 - (5) Tennis courts, swimming pools, garden houses, pergolas, ornamental gates, barbecue ovens, fireplaces and similar uses customarily accessory to residential uses, and
 - (6) Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system)

Section 9. AMENDMENT: That §162.111(B) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

In the R3, NR1 and NR2 Districts, there may also be storage garages, parking lots for use solely of occupants of the premises, and Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system).

Section 10. AMENDMENT: That §162.111(C) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

- (C) (1) In the C1A District, there may be only the following accessory uses:
- (a) Parking lots;
 - (b) A use not to exceed 15% of the floor area for incidental inside storage; provided that outside or open storage may not be an accessory use;
 - (c) Private garages for any single-family dwelling or for bona fide occupants of tenants of the premises; and
 - (d) Solar Photovoltaic Power System (including, but not limited to, roof-mount system and ground-mount system)
- (2) In the C1B, C2 and C3 Districts, there may be any accessory use permitted in a higher district (i.e., C1A and residential districts) and additionally the following:
- (a) Parking lots;
 - (b) A use of not to exceed 40% of the floor area for incidental inside storage or light industrial activity; provided that outside or open storage may not be an accessory use; and

Section 11. AMENDMENT: The Municipal Code of the City of Quincy (2015) is hereby amended by adding Section 162.115, which shall read as follows:

162.115 SOLAR PHOTOVOLTAIC POWER SYSTEMS

- (A) The intent of this section is to allow for the installation of a solar photovoltaic power system that will generate enough electricity to power any structure(s) on the lot on which the system is installed.
- (B) A solar photovoltaic power system(s) installed in the RE1, R1A, R1B, R1C, R2, R3, NR1, and NR2 zoning districts:
- (1) Shall not occupy more than 15 % percent of a rear yard area.
 - (2) Shall not exceed more than 1,000 square feet
 - (3) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system
- (C) A solar photovoltaic power system installed in an RU1 zoning district:
- (1) Shall not occupy more than 30% percent of a rear yard area.
 - (2) Shall not exceed more than 2,000 square feet

(3) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system

(D) A solar photovoltaic power system installed in a Commercial Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.062(E).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(E) A solar photovoltaic power system installed in a Downtown Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.026(A)(6).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(F) A solar photovoltaic power system installed in a Industrial Zoning District

(1) Shall maintain general yard requirements when adjacent to a residential district as described in Chapter 162.062(F).

(2) Shall require the submission of site design including, but not limited to, electrical schematics and location of the solar photovoltaic power system.

(G) A solar photovoltaic power system shall not be located in a front yard

(H) A solar photovoltaic power system shall be located out of plain sight from a public right of way, if possible.

(I) Any solar photovoltaic power system installed closer than ten feet to a main building shall be considered as part of the main building and shall be provided with the side and rear yards required for the main building.

(J) If a solar photovoltaic power system is installed more than ten feet from the main building on a lot, the solar photovoltaic power system may be built in a rear yard, provided it shall not be located nearer than two feet to any side or rear lot or nearer than five feet to any alley or similar right-of-way easement abutting the rear or side of the lot. This shall not be construed as requiring a side yard greater than would otherwise be required. A solar photovoltaic power system located under this provision must be at least 60 feet from the actual front street curb line or, if no curb, where the same would be located as determined by the Director of Utilities and Engineering.

(K) No solar photovoltaic power system shall be constructed upon a lot until the construction of the main building has been actually commenced.

(L) On corner lots in Residentially-Zoned Districts with widths of 60 feet or less, solar photovoltaic power systems may be built no closer than ten feet to the side street right-of-way.

(M) If a solar photovoltaic power system is installed on the roof of a dwelling or accessory building, the installation must adhere to the most recent international fire code as adopted by the City of Quincy.

(N) The installation of a solar photovoltaic power system shall be completed by the homeowner or by a registered electrical contractor.

(O) The installation of a solar photovoltaic power system on a roof shall require the submission of a letter from a structural engineer that states the location of the solar photovoltaic power system can handle the weight of the system and associated weather risks including, but not limited to wind and rain.

(P) A Certificate of Appropriateness (as defined in Chapter 162.182) shall be required prior to the installation of a solar photovoltaic power system on a Landmark (as defined in Chapter 162.182) lot or within a Local Historic District (as defined in Chapter 162.182). The requirements for the issuance of a Certificate of Appropriateness are included in Chapter 162.190.

Section 12. AMENDMENT: That §162.190(A)(1) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

(1) *Actions requiring a certificate of appropriateness.* A certificate of appropriateness issued by the Quincy Preservation Commission shall be required for the following actions affecting the exterior architectural appearance of any Landmark or property within a Historic District:

- (a) Any alteration to the significant historical or architectural features listed in the designating ordinance;
- (b) Any exterior construction or alteration requiring a building permit from the city; ~~and~~
- (c) Any substantial alteration to the exterior portion of the property; and
- (d) Any installation of a solar photovoltaic power system as defined in Chapter 162.110.

Section 13. AMENDMENT: That §162.060 of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CENTERLINE. A line halfway between the street lines.

FRONTAGE. The distance along a street line from one intersecting street to another or from one intersecting street to the end of a dead end street.

MAIN BUILDING. The building occupied by the primary use.

WIDTH, BUILDABLE. The width of lot left to be built upon after the side yards are provided.

WIDTH, LOT. The width of a lot at the front yard line.

YARD. An open space, on the same zoning lot with a building or structure, unoccupied and unobstructed from its lowest level to the sky. Except as otherwise permitted herein, ***YARD*** extends along a lot line and to a depth or width specified in the yard requirements for the zoning district in which such zoning lot is located.

YARD, CORNER SIDE. A side yard, which faces a public street.

YARD, FRONT. A yard extending along the full length of the front lot line between the side lot lines (and not side yards).

YARD, INTERIOR SIDE. A side yard, which is located immediately adjacent to another zoning lot or to an alley separating the side yard from another zoning lot.

YARD, REAR. A yard extending along the full length of the rear lot line between the side lot lines (and not side yards).

YARD, SIDE. A yard extending along a side lot line from the front yard to the rear yard.

Section 14. AMENDMENT: That §162.062(B) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

On corner lots that are lots of record, the buildable width cannot be reduced to less than 28 feet except that there shall be a yard along the side street side of a tract of at least five feet as well as the required side yard on the other side.

Section 15. AMENDMENT: That §162.062(L) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

On corner lots (lots abutting on 2 or more streets at their intersections) a front yard shall be provided along each street. The extent of rear yards shall be determined by the extension of rear yard limits of adjoining lots to their intersection, or be extended to the depth provided in the ordinance for the district should they not intersect before that depth is reached.

Section 16. AMENDMENT: That §162.265(B)(6) of the Municipal Code of the City of Quincy (2015) be, and the same is hereby, amended by deleting the existing language and replacing it with the following:

(6) Changeable copy signs. Changeable copy signs shall be allowed as follows:

(a) Automatic changeable copy signs shall only be located where permitted:

1. *Pole signs.* One changeable copy sign not exceeding 32 square feet shall be permitted when attached to a pole sign, regardless of the number of tenants located on the zoning lot.
2. *Ground signs.* Ground signs may contain changeable copy signs not exceeding 32 square feet.

(b) Automatic changeable copy signs shall be equipped with a sensor or device that automatically determines the ambient illumination and is programmed to automatically dim according to ambient light conditions, not to exceed 0.3 footcandles above ambient light.

(c) The applicant shall provide written certification from the automatic changeable copy sign manufacturer that the light intensity has been factory preset not to exceed 0.3 footcandles above ambient light and the intensity level is protected from end user manipulation by password-protected software or other method as deemed appropriate by the Director of Planning and Development.

(d) Any person, firm or corporation that violates the automatic changeable copy sign provisions, in addition to other such relief as the law may afford, will be subject to a minimum fine of \$500.

Section 17. SEPARABILITY: That provision of this Ordinance shall be deemed separable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

Section 18. SAVINGS CLAUSE: Nothing in this Ordinance shall be construed to affect any suit or proceeding ending in any court, or any rights acquitted, or liability incurred, or any cause or causes of action acquired or existing, or permits or licenses issued under any act or ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 19. REPEAL: All ordinances and parts of ordinances in conflict with the provisions of the Ordinance shall be, and the same are, to the extent of such conflict, hereby repealed.

Section 20. EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED BY THE FOLLOWING ROLL CALL VOTE this _____ day of _____, 2021.

AYES: NAYS: ABSENT:

APPROVED this _____ day of _____, 2020.

Michael A Troup, Mayor

ATTEST:

City Clerk

Officially published in pamphlet form this _____ day of _____, 2021.

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, July 26, 2021

The regular meeting of the City Council was held this day at 7:00 p.m. with Mayor Michael A. Troup presiding.

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Freiburg, Farha, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 13.

Absent: Ald. Mays. 1.

Ald. Freiburg moved Ald. Mays be excused from this meeting. Motion carried.

The minutes of the regular meeting of the City Council held July 19, 2021, were approved as printed on a motion of Ald. Farha. Motion carried.

Legal Counsel: Corporation Council Lonnie Dunn.

The City Clerk presented and read the following:

RESOLUTION

WHEREAS, the City of Quincy strives to invest in the improvement of its infrastructure in order to facilitate the free flow of traffic and insure safety to its pedestrian and motoring traffic; and,

WHEREAS, the Illinois Department of Transportation (IDOT), City of Quincy, and County of Adams desire to improve a section of 48th Street between Maine Street and Columbus Road; and,

WHEREAS, the project will include the removal and replacement of asphalt surface, removal and replacement of concrete curb and gutter, Americans with Disabilities (ADA) sidewalk improvements, and other construction related items; and,

WHEREAS, IDOT and the County have pledged to commit funding for improvements to the sections of roadway that are under their jurisdictions; and,

WHEREAS, the County desires that the City enter into a joint agreement stating the City of Quincy will be responsible for a portion of the cost of the proposed project for improvements made to the section of roadway under the City's jurisdiction; and,

WHEREAS, funding for this proposed project is available in the 2019B GO Bond Street Project Fund.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Central Services Committee recommend to the Mayor and Quincy City Council that the City enter into an agreement with the County of Adams, and that the Mayor be authorized to execute the Agreement on behalf of the City of Quincy. Said Agreement is attached hereto.

Jeffrey Conte, P.E.
Director of Utilities & Engineering
July 26, 2021

Approved this 27th day of July, 2021.

Laura Oakman, City Clerk

Michael A. Troup, Mayor

Ald. Sassen moved for the adoption of the resolution, seconded by Ald. Entrup, and on the roll call the following vote resulted: Yeas: Ald. Bergman, Bauer, Freiburg, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag, Fletcher, Entrup. 12. Present: Ald. Farha. 1. Absent: Ald. Mays. 1. Motion carried.

RESOLUTION

WHEREAS, the City of Quincy has contracted with the West Central Illinois Criminal Justice Council to provide training for sworn personnel of the Quincy Police Department; and

WHEREAS, the training provided by the West Central Illinois Criminal Justice Council has been evaluated by the Quincy Police Department and has been found to be of such quality and timeliness that it assists the officers in performing their duties in a safe and effective manner; and

WHEREAS, the training received by the officers also assists the City of Quincy in managing the liability risks associated with the policing profession; and

WHEREAS, the West Central Illinois Criminal Justice Council is the only organization that supplies this type of local training; and

WHEREAS, the West Central Illinois Criminal Justice Council holds much of their training in the City of Quincy, reducing travel costs; and

WHEREAS, the fee associated with participation in the council is \$125 per sworn officer and is a budgeted expense; now

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the Mayor and City Council that the normal bidding requirements be waived, as the West Central Illinois Criminal Justice Council is a sole source provider, and the Quincy Police Department remains an active participant and the annual fee of \$8,375.00 be paid.

Robert A. Copley
Chief of Police

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

Ald. Sassen moved to take the Ordinance amending The Quincy Economic Development Loan Program off the table, seconded by Ald. Rein. Motion carried.

ORDINANCE

Adoption of an Ordinance entitled: The Ordinance Amending The Quincy Economic Development Loan Program, was tabled for one month by Ald. Sassen on July 6, 2021.

Ald. Farha moved to amend the ordinance to preclude City and County elected officials from participating and taking advantage of the program, not retroactive, but from now on, seconded by Ald. Sassen. Motion carried.

Ald. Farha moved the adoption of the ordinance as amended, seconded by Ald. Sassen, and on a roll call the following vote resulted: Yeas: Ald. Farha, Sassen, Reis, Awerkamp, Uzelac, Holtschlag, Entrup, Bergman, Bauer, Freiburg. 10. Nays: Ald. Rein, Mast, Fletcher. 3. Absent: Ald. Mays. 1. Motion carried.

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

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, July 26, 2021

	Transfers	Expenditures	Payroll
City Hall.....		199.07	36,294.93
Building Maintenance.....		884.28	
Comptroller.....		90.54	13,778.41
Legal Department.....		3,113.24	8,667.59
Commissions.....		11,464.18	634.60
IT Department.....		7,245.90	7,854.44
Police Department.....		1,529.69	276,776.30
Fire Department.....		781.57	224,536.05
Public Works.....		261.09	35,731.89
Engineering.....		1,080.12	19,461.69
Tax Distribution/Subsidies.....		46,700.10	
GENERAL FUND SUBTOTAL.....	0.00	73,349.78	623,735.90
Planning and Devel.....		17,000.00	20,450.56
911 System.....		0.00	52,793.09
911 Surcharge Fund.....		27.25	
Econ Dev Growth Fund.....		2,250.00	
Police Donations Fund.....		93.41	
Crime Lab Fund.....		111.14	
Police Criminal Reg Fee.....		12.98	
Transit Fund.....		253.58	73,790.41
Capital Projects Fund.....		4,306.18	
Water Fund.....		133,951.54	80,835.08
Sewer Fund.....		71,901.66	18,764.23
Quincy Regional Airport Fund.....		978.10	12,923.24
Airport P.F.C. Fund.....		13,339.40	
Regional Training Facility.....		225.93	
Garbage Fund.....		0.00	11,975.55
Recycle Fund.....		0.00	8,249.05

Central Garage		7,469.69	21,572.13
Self Insurance		12,512.11	8,280.92
BANK 01 TOTALS	0.00	337,782.75	933,370.16
ALL FUNDS TOTAL.....	0.00	337,782.75	933,370.16

Jack Holtschlag
Anthony E. Sassen
Richie Reis
Finance Committee

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

EXECUTIVE SESSION

Executive/Closed Session pursuant to the Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Bargaining Negotiations

Ald. Uzelac moved the City Council adjourn and sit in Executive Session on Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Bargaining Negotiations, seconded by Ald. Sassen, and on a roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

CITY COUNCIL RECONVENED

After sitting in Executive Session on the matter of on Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Bargaining Negotiations, Ald. Farha moved the City Council reconvene and sit in regular session at 7:38 p.m. Motion carried.

RESOLUTION

WHEREAS, the duly authorized representatives of the City of Quincy, in good faith, have negotiated a three year collective bargaining agreement (“Agreement”) with Lodge 822-District 9, International Association of Machinists and Aerospace Workers, concerning terms and wages for the term May 1, 2021, through April 30, 2024; and

WHEREAS, the Director of Engineering and Utilities, the Director of Central Services, and the Director of Administrative Services recommend to the Mayor and Quincy City Council adoption of the three year agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and other necessary City Officials are authorized to sign the agreement

Jeffrey Conte
Director of Engineering and Utilities
Kevin McClean
Director of Central Services
Jeffrey Mays
Director of Administrative Services

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

MOTIONS

Ald. Entrup moved to refer to the Traffic Commission the possibility of having a yield or stop sign at the intersection 17th & Cedar. Motion carried.

Mayor Troup moved to appoint Jeff Steinkamp to the Aeronautics Committee. Motion carried.

The City Council adjourned at 7:40 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
City Clerk



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

FINANCE COMMITTEE MEETING

MONDAY August 2, 2021

6:15 pm

City Hall Caucus Room

AGENDA:

- 1) Approval of Previous Meeting Minutes from May 24, 2021
- 2) Revenue Discussion
- 3) Supplemental
- 4) Mid-town Enterprise Zone Agreement
- 5) Annex 1st Floor Lease
- 6) Other/New Business
- 7) Public Comment

Distribution:

Finance Committee Members
Mayor Mike Troup
Dir of Admin Services, Jeff Mays
Treasurer, Linda Moore
Corporation Counsel, Lonnie Dunn
Chuck Bevelheimer

**Finance Committee Meeting
City Hall Caucus Room
May 24, 2021**

Members present: Chairman Farha, Aldermen Sassen, Rein, Holtschlag, Reis

Others Present: Mayor Troup, Jason Finney, Scott Hardy Jeffrey Conte, Steve Bange, Jeff Bergman, Linda Moore

Alderman Farha called meeting to order at 6:40

- 1) Previous meeting minutes. The minutes from the March 29 finance committee meeting were approved. Alderman Sassen and Reis made a motion/second to approve the minutes. All in favor, motion carried
- 2) Mayor Credit Card. Alderman Sassen/Reis made a motion/second to authorize the Comptroller to seek issuance of a new mayor credit card, same limit of \$10,000 issued with UMB Bank. All in favor, motion carried.
- 3) Supplemental Budget Ordinance. Sheri explained the additional revenue estimates and need for the supplemental being presented at tonight's Council Meeting. Alderman Sassen/Rein made a motion to recommend resolution to Council along with recommending waiver all three readings. All in favor, motion carried.
- 4) No new business.
- 5) No public comment.

Meeting adjourned at 6:54 p.m.



Sheri Ray, Comptroller

Distribution:

All Aldermen

Mayor Mike Troup

Dire of Admin Services Jeff Mays

Treasurer Linda Moore

Corporation Counsel Lonnie Dunn

LEVELING THE PLAYING FIELD

QUINCY BUSINESSES									
<u>Collection Month</u>	<u>2020</u>				<u>2021</u>				
	<u>Sales Tax</u>		<u>Home Rule</u>		<u>Sales Tax</u>		<u>Home Rule</u>		
January (Rec'd March)	819	\$938,418	772	\$911,977	770	\$947,096	724	\$928,002	
February (Rec'd April)	618	\$685,644	579	\$627,238	597	\$774,699	558	\$696,724	
March (Rec'd May)	597	\$1,064,355	558	\$651,243	603	\$712,227	561	\$660,160	
April (Rec'd June)	646	\$719,170	602	\$645,629	681	\$991,269	637	\$956,848	
May (Rec'd July)	525	\$687,635	486	\$618,935	605	\$918,505	562	\$879,595	
OUT OF AREA BUSINESSES									
January (Rec'd March)	124	\$5,351	118	\$7,360	119	\$7,402	108	\$9,220	
February (Rec'd April)	108	\$4,703	94	\$5,662	584	\$32,486	567	\$45,704	
March (Rec'd May)	100	\$19,006	88	\$7,247	697	\$23,698	686	\$33,617	
April (Rec'd June)	105	\$4,270	96	\$5,676	843	\$58,808	815	\$82,506	
May (Rec'd July)	102	\$4,264	96	\$4,823	840	\$37,931	815	\$53,149	

Average monthly increase = \$63,232



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 Finance Committee

FROM: Chuck Bevelheimer

DATE: July 28, 2021

SUBJECT: Mid Town Business District Enterprise Zone Agreements

In addition to its request for the city to establish the Mid Town Business District (MTBD) to support the redevelopment of Quincy Town Center, Cullinan also requested the city consider extending the Enterprise Zone to the new MTBD. The city agreed to seek the extension of the Enterprise Zone boundary to the MTBD, but not the property tax abatement provision of the Enterprise Zone. The city hired PGAV consultants to prepare the Enterprise Zone application.

The Illinois Department of Commerce & Economic Opportunity suggested the city enter into a separate agreement with each property owner in the MTBD that stipulates the property owners will only use the sales tax exemption allowed through the Enterprise Zone and not the property tax abatement that is allowed through the Enterprise Zone.

The three property owners in the MTBD have agreed and executed agreements that await city approval. The agreement between Quincy Cullinan and the city is attached.

Once the city approves the three agreements, it can hold the required public hearing and execute the ordinance that would add territory to the Quincy/Adams County/Brown County Enterprise Zone and amend the Quincy/Adams County/Brown County Enterprise Zone Intergovernmental Agreement.

Attached is a resolution authorizing the Mayor to execute the Agreements between the city and Quincy Cullinan LLC; Charles and Kathie Marx; and The Larson Family Real Estate Trust on the establishment of an Enterprise Zone within the Mid Town Business District. Also attached is a map of the Enterprise Zone with the proposed boundary extension to the Mid Town Business District.

**RESOLUTION AUTHORIZING MID TOWN BUSINESS DISTRICT ENTERPRISE
ZONE AGREEMENT WITH QUINCY CULLINAN LLC, CHARLES AND KATHIE
MARX AND LARSON FAMILY REAL ESTATE TRUST.**

WHEREAS, the City of Quincy is committed to improving the quality of life of its residents, neighborhoods and commercial businesses; and

WHEREAS, the City plans to make application to extend the Enterprise Zone Boundary to the Mid Town Business District to support the redevelopment of the Quincy Town Center and adjacent vacant big boxes stores, and

WHEREAS, the City desires to stipulate as part of the Enterprise Zone Boundary extension that the property owners in the Mid Town Business District will only use the sales tax exemption of the Enterprise Zone Program, and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk on behalf of the City Council execute Enterprise Zone Agreements with Quincy Cullinan LLC, Charles and Kathie Marx and the Larson Family Real Estate Trust.

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

Adopted this _____ day of _____, 2021.

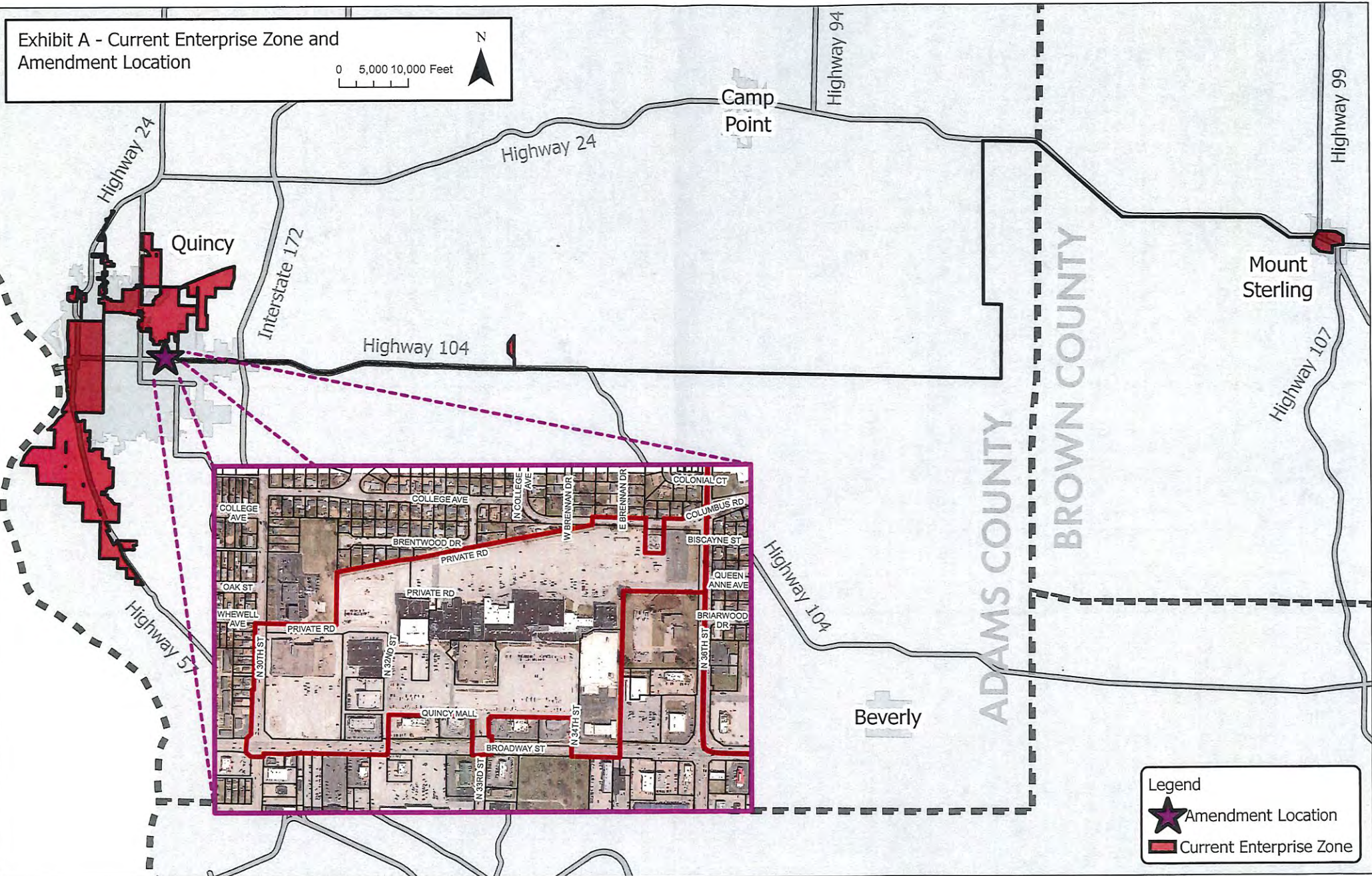
City Clerk

Approved this _____ day of _____, 2021.



Mayor

Exhibit A - Current Enterprise Zone and Amendment Location

0 5,000 10,000 Feet



Legend

-  Amendment Location
-  Current Enterprise Zone

**AGREEMENT BETWEEN QUINCY CULLINAN LLC AND THE CITY OF
QUINCY ON ESTABLISHING AN ENTERPRISE ZONE WITHIN THE MID TOWN
BUSINESS DISTRICT**

THIS ENTERPRISE ZONE AGREEMENT ("Agreement") made and entered into on this _____ day of _____, 2021, by and between the City of Quincy, an Illinois Corporation ("City") and Quincy Cullinan LLC (Developer) .

WHEREAS, the City and the County of Adams ("County") adopted an ordinance establishing an Enterprise Zone within the City and County (herein "Enterprise Zone Ordinance"); and,

WHEREAS, the Enterprise Zone was approved and certified by the State of Illinois, effective January 1, 2016; and

WHEREAS, the City adopted a Mid Town Business District on April 29, 2021 attached hereto as Exhibit A, and

WHEREAS, Developer owns properties at 3237-3429 Quincy Mall, 3115- 3135 Broadway, 405-425 N. 32nd Street (Developers Property), located in the Mid Town Business District; and

WHEREAS, the Developer desires the extension of the sales tax abatement provisions of the Enterprise Zone to the Mid Town Business District to support the renovation of the buildings which will facilitate the development of the property; and

WHEREAS, the City is willing to extend the sales tax abatement provisions of the Enterprise Zone to the Mid Town Business District to support the renovation of the buildings in order to facilitate the development of the property; and

WHEREAS, Upon the City and Adams County extending the sales tax abatement provisions of the Enterprise Zone incentives to the Mid Town Business District, the Mid Town Business District would qualify for the property tax abatements provision of the Enterprise Zone Ordinance, however, Developer, City and County agree property tax abatements provision of the Enterprise Zone Ordinance will not be available as a development incentive for the Developers properties, and Developer will compensate the taxing bodies for any property tax abatements provision of the Enterprise Zone Ordinance they receive dollar for dollar.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

I. INCORPORATION OF RECITALS

The foregoing preambles are material to this Agreement and are incorporated into the Agreement and made a part of this Agreement as if fully stated herein.

II. AGREEMENT

1. City will hold the required public hearing and adopt an ordinance by no later than October 1st, 2021, for the extension of the Enterprise Zone to the Developer Property located in the Mid Town Business District. Upon the passage of this ordinance, City will promptly and actively pursue in good faith the approval from the Illinois Department of Commerce and Economic Opportunity (DCEO) for the expansion of the Enterprise Zone to include the Developer Property, which includes any and all steps necessary for seeking such DCEO approval.

2. Developer will only use the sales tax abatement provisions of the Enterprise Zone.

3. Should Developer receive any property tax abatements as a result of the Enterprise Zone Ordinance, Developer will compensate all taxing bodies the amount of the abatement Developer received.

III. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

IV. NOTICE OF DEFAULT.

In the event either party is in Default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said Default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of Default describing the nature of the Default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the Default may be cured by the Defaulting Party.

V. REMEDIES UPON DEFAULT.

A. If, in the City's judgment, the Developer is in Default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise

any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A Breach not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

- B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Adams County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.
- C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in

connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

- D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
- E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

VI. NON-DISCRIMINATION.

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

VII. NOTICES.

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage

prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY: Mike Troup, Mayor
730 Maine Street
Quincy, IL 62301

WITH A COPY TO: Lonnie Dunn, City Corporation Counsel
Dunn Law Office
510 Maine Street
Quincy, IL 62301

TO DEVELOPER: Quincy Cullinan LLC
% Cullinan Properties LTD
420 N. Maine Street
East Peoria, IL 61611-2018

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

VIII. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IX. HEADINGS.

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

X. APPLICABLE LAW.

This Agreement and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in the Circuit Court of the Eighth Judicial Circuit, Adams County, Illinois.

XI. SEVERABILITY.

Should any part of this Agreement be determined to be illegal, invalid, or otherwise

unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

XII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

XXIII. ASSURANCE OF FURTHER ACTION.

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

XIV. DELAYED EXECUTION.

After this Agreement is approved by the Quincy City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

XV. DISCLAIMER OF THIRD PARTY BENEFITS.

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

XV. SUCCESSORS IN INTERERST, HEIRS AND ASSIGNS

This agreement shall be binding on any successors in interest, heirs of assigns of the the

real property covered by this agreement.

XVI. AMENDMENTS

This Agreement may be amended only by the mutual consent of the parties upon the approval and execution of an amendment by the parties or their successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF QUINCY, ILLINOIS

QUINCY CULLINAN LLC

DATED: _____

DATED: July 23rd, 2021

By: _____
Mike Troup, Mayor

By: 
Member/Manager

Attest: _____
Laura Oakman, City Clerk

By: Michael L. Owas
Member/Manager

STATE OF ILLINOIS)
) **SS:**
COUNTY OF ADAMS)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared Mike Troup and Laura Oakman to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the CITY OF QUINCY executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS:
COUNTY OF Tazewell)

I, Nancee P. Redding, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael C. Owens, personally known to me to be the Member/Manager of QUINCY CULLINAN, LLC and personally known to me to be the same person(s) whose name is subscribed to the forgoing instrument, appeared before me this day in person and that by the authority duly given and on behalf of QUINCY CULLINAN, LLC the foregoing instrument was signed and executed by QUINCY CULLINAN, LLC for the purposes therein expressed.

WITNESS my hand and notarial seal this the 23rd day of July, 2021.

[Redacted Signature]
Notary Public





CITY OF QUINCY
DEPARTMENT OF PLANNING AND DEVELOPMENT

CITY HALL ANNEX, THIRD FLOOR, 706 MAINE STREET
QUINCY, ILLINOIS 62301
217-228-4515
FAX 217-221-2288

MEMORANDUM

TO: Mayor Troup and Finance Committee

FROM: Chuck Bevelheimer

DATE: July 28, 2021

SUBJECT: Lease for 706 Maine – City Hall Annex First Floor Space

The City advertised the first floor of the City Hall Annex (4,000 square feet) as available for lease. Two Rivers Regional Council (TRRC) of Governments is interested in leasing the space for its offices. The initial lease would be three years with the lease renewing in one-year increments after that. The monthly rent for the first three years would be \$2,300; after that, the monthly rent would increase by \$100 each year (Year 4 - \$2,400/month, Year 5 - \$2,500/month). The former lease to People's Prosperity Bank was \$3,000/month, which included the drive-up window facility.

TRRC would pay all utilities and property taxes. Clients/customers of TRRC would use the City Hall plaza parking lot while employees would be required to use the city's municipal lot B, located just south of the alley.

Attached is the proposed TRRC lease well as a resolution authorizing the Mayor to execute the Lease Agreement with TRRC.

If you have any questions, please feel free to contact me.

**RESOLUTION
AUTHORIZING LEASE AGREEMENT
CITY HALL ANNEX FIRST FLOOR SPACE AT 706 MAINE STREET**

WHEREAS, Two Rivers Regional Council has agreed to lease the first floor space of the City Hall Annex from the City of Quincy for a 3 year period with a rental rate of \$2,300 per month; and

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

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

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

1. The Mayor and City Clerk are hereby authorized to execute and attest, respectively, a Lease Agreement consistent with the terms set forth above to lease the first floor space of the City Hall Annex to Two Rivers Regional Council.

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

Passed this _____ day of _____, 2021.

Approved this _____ day of _____, 2021

City of Quincy, an Illinois Municipal Corporation

By: _____
Mike Troupe, Its Mayor

ATTEST:

Laura Oakman, Its City Clerk

LEASE AGREEMENT

(PORTION OF CITY HALL ANNEX 706 MAINE PREMISES)

This Lease, made this _____ day July, 2021, between the City of Quincy, Quincy, Illinois (hereinafter “City”) and Two Rivers Regional Council of Governments (hereinafter “Lessee”).

RECITALS

1. City owns Certain Property commonly known as 706 Maine, Quincy, Illinois and also commonly known as the City Hall Annex, and which is legally described as follows:
See Attached Exhibit “A”. (Hereinafter referred to as the “Premises”).
2. Lessee is a sole proprietorship.
3. City desires to lease a portion of the Premises, which consists of the first floor level of the Premises together with certain common areas (herein “Leased Facilities”) and which is described more specifically in Article I, A. below, and which property is not needed or required for any public purpose and which the City does not anticipate during the term of this Lease will be required or necessary for any public use or purpose; and,
4. Lessee desires to lease said Leased Facilities, subject to the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the term, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee and Lessee hereby hires and takes from City the above described Leased Facilities and certain attendant privileges, uses and rights, as hereinafter specifically set out.

ARTICLE I

LEASED FACILITIES AND PRIVILEGES

- A. DESCRIPTIONS OF LEASED FACILITIES DEMISED.** The property hereby leased is the first floor of the existing building located on the Premises (approximately

40 feet by 100 feet minus the separate enclosed space, together with all improvements, fixtures, and attachments thereto, (except as otherwise provided herein) together with the nonexclusive use of the common entrance hallway located at the south end of the Leased Facilities.

- B. USE.** The demised premises shall be used and occupied as office space and all such other lawful uses incidental thereto, and for no other purpose.
- C. RESERVATION BY CITY.** The City reserves the right of access to the following areas:
1. To constantly have pass keys to any improvements at the Leased Facilities, and to inspect the Leased Facilities at any time on reasonable prior notice to determine compliance with this lease and for other legitimate purposes.
 2. Common Areas. The City reserves the non-exclusive use of the common areas, including the hallway located at the south end of the Leased Facilities.

ARTICLE II

OBLIGATION OF LESSEE

A. LESSEE COSTS. It shall be the responsibility of the Lessee to keep, maintain, repair and operate the Leased Facilities and all improvements and facilities placed thereon at the Lessee's sole cost and expense with the exception of the repair and maintenance of plumbing fixtures and facilities, electrical fixtures and systems and all heating and cooling systems, which shall be the responsibility of the City, so long as the need for repair and maintenance of such fixtures, facilities and systems do not arise from the willful acts of Lessee, its officers, employees, agents and invitees.

B. CONDITION OF PREMISES. Lessee accepts the demised premises in their present condition and without expense to the City.

C. PARKING. The area between City Hall and what is commonly known as the "City Hall Annex" (the Premises are located in the City Hall Annex) is herein referred to as the Plaza Area. The parking lots located south of both the City Hall Annex and the City Hall building are herein referred to as the South Parking Area. Tenant employees shall be permitted to park on the South Parking Area, south of the City Hall Annex. Tenant's customers shall be permitted to park in the Plaza area as well as the South Parking Area.

D. SIGNS. Lessee may construct or place or permit to be constructed or placed, signs or other structures advertising or identifying the name of the Lessee on the Maine Street exterior per the city sign code of the Leased Facilities only upon written consent and approval of the City. Lessee shall remove and repair any damage done to the premises by the erection or removal of any such signs, structures, or marquees prior to the end of this Lease.

E. OTHER ALTERATION OF FACILITIES. Lessee shall not make or undertake any structural alterations or changes to the Leased Facilities, the cost of which (for labor or materials) would exceed One Thousand Dollars (\$1,000.00) without the prior, written consent of the City. Lessee will not permit any mechanic's liens or any other liens or claims which would be superior to the City's interests to be attached to Leased Facilities or Premises during the term and no improvements made or material or labor used or expanded upon said premises shall be a lien or priority over the interest of City herein without the express consent in writing of City.

In the event that any person, corporation or other entity files any lien against said premises at any time during the term hereof, Lessee shall promptly remove the same within thirty (30) days of receiving notice of the filing of said lien or demand by City to remove said lien or file suit within

said period to remove said lien and pursue said suit diligently. In the event of Lessee's failure to remove any such lien or encumbrance within the time herein provided, this Agreement shall be deemed to be in default as hereinafter provided.

Lessee shall provide City with such details and specifications as City may require regarding the location, construction and mechanical specifications of any proposed alterations, additions or changes to the Leased Facilities. No construction shall be commenced until said Site Plan has been reviewed and finally approved, in writing, by City.

F. REPAIRS AND MAINTENANCE.

1. Generally. Lessee covenants throughout the term of this Lease, at its sole cost and expense, maintain the Leased Facilities, improvements and appurtenances thereto, in a presentable condition consistent with good business practice. Lessee shall keep and maintain all portions of the Leased Facilities in a clean and orderly condition, free of accumulated trash, junk or rubbish.
2. Structural Repairs and Maintenance. City shall be responsible for repairs and maintenance of the roof and walls of the Leased building as well as the heating and cooling systems, plumbing fixtures and electrical fixtures and systems, except for damage or injury caused by the Lessee or Lessee's guests or invitees, or otherwise resulting from Lessee's occupancy of the Leased Facilities.
3. Upon lease or other disposition of all or a portion of the remaining premises, the City shall erect a suitable partition to barrier to prevent access to the Leased Facilities by non-invitees of Lessee.

G. UTILITIES. Lessee shall assume and pay for all costs or charges for electric and gas services furnished to Lessee during the term hereof.

H. TRASH, GARBAGE, ETC. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Leased Facilities, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable covered receptacles for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, discarded materials or other similar items in an unsightly or unsafe manner, or which otherwise creates a nuisance on or about the Leased Facilities, shall not be permitted.

I. COMPLIANCE WITH LAWS. From and after the Effective Date and until this Lease terminates or expires, Lessee shall comply promptly with all applicable federal, state or local governmental statutes, ordinances, rules, regulations and orders, in effect during the term of this Lease or any part thereof regulating Lessee's use of or operations upon the Leased Facilities otherwise applicable to the Premises. In the event any law, including and without limitation the Americans with Disabilities Act, requires structural or capital improvements to the Leased Facilities, such costs shall be borne by the City. Lessee, however, shall be responsible for the costs of such compliance if such laws become applicable solely because of Lessee's specific use of the Leased Facilities.

J. ASSIGNMENT OF LEASE, SUBLETTING.

1. Assignment. Lessee shall not have the right or privilege of sale, assignment or transfer of this lease (including sublease) with prior written approval of the City.

In the event the City consents to any sale or assignment by Lessee of its interests herein, Lessee shall not be relieved from liability for the obligations hereunder which accrue thereafter, unless City, at its discretion, agrees to waive said liability.

K. TAXES. Lessee agrees to pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the Premises or any improvements thereon as a result of

Lessee's occupancy, including, but not limited to any tax now or hereafter levied on the Premises.

L. NOISE-NUISANCE. Lessee will not permit any unreasonable noises or vibrations or anything else that would create a nuisance or interfere with the rights of or unreasonably annoy other lessees, and Lessee will not obstruct the common halls or stairways. For purposes of this section,, Lessee shall not permit any noise, including , but not limited to playing or amplification of music, which is audible or can be heard in leased or occupied premises in

the second or third floor of the Premises, so as to interfere with or annoy other lessees or the City's use of such ground floor space.

ARTICLE III

TERM OF LEASEHOLD CITY OPTION TO TERMINATE

A. TERM. The term of this Lease shall be for a period of three (3) year(s), commencing on the _____ day of July, 2021. Upon the expiration of this term, the Lease Agreement shall be self-renewing in one year increments unless prior written notice is received sixty (60) days in advance by either party notifying the recipient of the intention to discontinue the Lease Agreement.

ARTICLE IV

RENTALS AND SECURITY DEPOSIT

ARTICLE IV

RENTALS AND SECURITY DEPOSIT

A. BASE RENT. A rental charge of Twenty Three Hundred Dollars (\$2,300.00) per month (herein "Base Rent") shall be paid to the City by the Lessee for the period of July _____, 2021 through July _____, 2024. The monthly rent shall increase by \$100.00 increments yearly on the renewal date after the initial 3 year lease period has elapsed.

- B. TIME OF PAYMENT.** Said rental shall be paid upon the execution of this Lease and on the same day of each month thereafter during the Term hereof or any extension.
- C. SECURITY DEPOSIT.** The Lessee shall deposit with the City a sum equal to one month's rent as collateral security for the payment of the rents to become due the City under the Lease, and for faithful performance by Lessee of all other obligations hereunder, and for the payment of any and all sums of money for which it may be, or become, liable hereunder. Said security deposit or so much thereof as shall not be applied for the purposes aforesaid, with interest, shall be returned to the Lessee, its successors or assigns, at the expiration of this Lease, and upon surrender of the herein Premises, provided all terms, conditions, covenants and agreements herein mentioned have been performed by the said Lessee, its successor and assigns.

ARTICLE V

INSURANCE AND INDEMNIFICATION AND CASUALTY

A. INSURANCE.

1. Insurance on the Premises. Lessee agrees that he will keep his personal property and equipment on the leased Facilities insured, at a minimum, against loss or damage by fire or other casualty, in an amount not less than the full replacement value of such personal property and equipment as determined from time to time.
2. Lessee's Liability Insurance. Lessee agrees to maintain, at its own expense, at all times during the term of this Lease, a policy or policies of insurance, which will insure City against liability for injury or death of persons or loss or damage to property occurring in or about the Premises. Such insurance policy shall name the City as an additional insured and such insurance company shall be required to give

City not less than thirty (30) days prior notice in the event of cancellation or material alteration of such coverage.

B. INDEMNITY.

1. Indemnity by Lessee. Lessee agrees to indemnify and hold harmless City from and against all third-party claims of whatever nature arising from any act, omission or negligence of Lessee, or Lessee's officers, agents, invitees or employees, or arising from any accident, injury or damage whatsoever caused to any third party, or to the property of any such person, occurring during the term of this Lease in or about the Leased Facilities or arising from any accident, injury or damage occurring outside the Leased Facilities, where such accidents, damages or injuries result or are claimed to have resulted from an act or omission on the part of the Lessee or its officers, agents, invitees or employees.
2. Costs and Expenses. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney's fees.

C. DESTRUCTION OF BUILDING. If the building or any improvement on the demised premises are substantially damaged or destroyed by fire or any other casualty either party shall have the right to terminate this Lease effective as of the date of such damage or destruction, upon written notice to the other party within thirty (30) days.

ARTICLE VI

COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. Lessee shall not store or dispose of any "Hazardous Materials" or "Special Waste" as described hereafter without the express written consent of City which consent shall set forth in detail the nature and extent of any authorized storage, use or disposal of said Materials or Waste. The Lessee, in conducting any activity on the demised premises, including any environmental response or remedial activities, shall comply with all applicable local, state or federal environmental rules, regulations, statutes, laws or order (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes and regarding releases or threatened releases of Hazardous Materials or Special Wastes to the environment. For the purposes of this Lease, the terms "Hazardous Materials" and "Special Wastes" shall refer to those materials, including, without limitation, asbestos, and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, special nuclear material, and byproduct materials regulated under the Atomic Energy Act (42 U.S.C. Sec. 2011 et seq. (1990)), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Sec. 136 et seq. (1990)), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a hazardous substance, "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S. C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any and all rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule or regulation, as amended in each case.

The Lessee shall financially reimburse the City for penalties incurred by the City as a result of the release of any pollutant or contaminant from the demised premises.

In case of a release, spill, or leak as a result of the Lessee's operation and maintenance activities, the Lessee shall immediately control and remediate the contaminated area to applicable federal, state and local standards.

- B. If the Lessee fails to comply with any applicable Environmental Requirement, the City, in addition to its rights and remedies described elsewhere in this Lease, at its election, may enter the demised premises and take such measures as may be necessary to ensure compliance with the Environmental Requirements, all at the Lessee's expense.
- C. The City shall indemnify and hold harmless Lessee from liability of any kind resulting from the presence of any hazardous materials or special waste existing on the Premises prior to the lease date provided that Lessee shall assume all such liability if such liability arises from Lessee's disturbance of such materials during the lease term.

ARTICLE VII

TERMINATION OF LEASE, DEFAULT AND SUBORDINATION

- A. **TERMINATION.** This Lease shall terminate at the end of the term hereof or as otherwise provided herein and Lessee shall have no further right or interest in any of the lands or buildings or other improvements thereon. Upon termination of this Lease, in any way, Lessee will yield up said Leased Facilities to said City in good condition and repair.
- B. **REMOVAL OF IMPROVEMENTS.** Notwithstanding anything herein to the contrary, Lessee, upon termination, shall have the right to remove from the premises all of the improvements placed or constructed upon the real estate by Lessee, but shall repair any damage to the premises caused by such removal.
- C. **HOLDING OVER.** Lessee will, at the termination of this Lease, by lapse of time or otherwise, yield up immediate possession to City, and failing to do so, will pay as liquidated damages for the

whole time such possession is withheld, the sum of double the monthly rent otherwise provided herein, but the provisions of this paragraph shall not be held as a waiver by City of any re-entry, as hereinafter set forth, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants, nor shall the statutory rights such as forcible detainer be impaired.

D. **DEFAULT.** Lessee shall be in default on this Lease in the event:

- a. Lessee shall fail to make payment of rent within ten (10) days after receipt of written notice from City of said arrearage;
- b. Lessee shall abandon or cease to use the Leased Facilities for the purposes for which Lessee was established, except in connection with its surrender to an approved assignee, sub lessee, or other party succeeding to Lessee's interest hereunder;
- c. Lessee's default in the performance of any of the covenants and conditions required herein (except payment of rent, as provided above) to be kept and performed by Lessee and Lessee shall fail to correct such default within thirty (30) days after receipt of written notice from City of said default;
- d. Lessee shall make an assignment for the benefit of creditors;
- e. A voluntary or involuntary petition shall be filed by or against Lessee under any law having for its purpose the adjudication of Lessee a bankrupt or the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Lessee or to which any property of Lessee may be subject, or the reorganization (other than the reorganization not involving the liabilities of Lessee) or liquidation of Lessee;

- f. A receiver be appointed for the property of Lessee by reason of the insolvency or alleged insolvency of Lessee; or
- g. Any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of the Lessee by reason of the insolvency of Lessee.

E. REMEDIES

- a. In the event of Lessee's default, the City shall have the following rights and remedies:
 - i. If Lessee is in default, then City may without further notice (except as otherwise provided herein) terminate Lessee's right to possession of the demised premises.
 - ii. Upon any termination of this Lease, whether by lapse of time or otherwise, Lessee shall surrender possession and vacate the premises immediately, and deliver possession thereof to City (subject to Lessee's right to remove improvements as provided above).
 - iii. Lessee shall pay upon demand all City's costs, charges and expenses, including the fees of counsel, agents and other retained by City, incurred in enforcing Lessee's obligations hereunder or incurred by City in any litigation, negotiation, or transaction in which Lessee causes City, without City's fault, to become involved or concerned and City shall be entitled to recover interest on any sum due it. The foregoing rights and remedies shall be reciprocal to Lessee.

F. REMEDIES CUMULATIVE, NO WAIVER. The specified remedies to which City may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the City may be lawfully entitled in case of any breach or threatened breach by Lessee of any provisions of this Lease. The failure of City to

insist in any one or more cases upon the strict performance of any covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by City or rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by City of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by City, and supported by an adequate consideration. In addition to the other remedies in this Lease provided, City shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

ARTICLE VIII

GENERAL PROVISIONS

- A. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.
- B. **NOTICES.** Any notice, which shall be deemed to have been received (a) if deposited post pre-paid in the United States mail, on the third business day after such deposit, (b) if transmitted via facsimile, on the day of transmission, and (c) if personally delivered or if transmitted via Federal Express, United Postal Service, Express Mail or any commercial carrier, on the day of receipt. Unless otherwise notified in writing, any notice required herein shall be mailed at the following address:

Lessee

Jeremy Oshner
TRRC
Quincy, IL 62301

City

Mayor
730 Maine Street
Quincy, IL 62301

- C. **SUCCESSORS AND ASSIGNS.** All of the terms, covenants and agreements herein contained shall be binding upon, and shall inure to the benefit of successors and assigns of the respective parties hereto.
- D. **CITY'S RIGHT TO INSPECTION.** The City or its agents may have free access to the demised premises at all reasonable times and under reasonable restrictions for the purpose of examining the same or of inspecting the use by the Lessee of the same, or to see if the terms of this Lease, or renewal thereof, are being observed by the Lessee.
- E. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this lease shall be binding until and unless executed in writing by City and Lessee. No waiver of any of the provisions of this Lease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- F. **MISCELLANEOUS.**
- i. Where in this Lease rights are given to either City or Lessee, such rights shall extend to the agents, employees or duly authorized representatives of such persons.
 - ii. This instrument is executed by corporations. Such execution has been authorized by a duly adopted resolution of the Board of Directors of each corporation, which resolutions, duly certified, shall be delivered to the other party, if requested.
- G. **EFFECT OF INVALID PROVISION.** If any term or provision of this Lease or the application thereof to any person or circumstance shall to the extent be invalid or unenforceable, the

remainder of this Lease, or the application of such term or provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereunto set their hands in several counterparts this

_____ day of _____, 2021.

City of Quincy

BY: _____

LESSEE

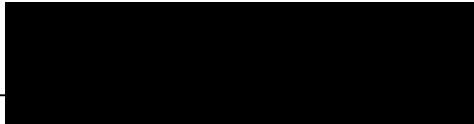
BY:  _____

EXHIBIT A

Legal Description

- (1) The first floor containing approximately 4000 square feet of building (the "Building") located on real estate described as: The East one-half (1/2) of Lot Four (4) in Block Eight (8), in Wheelock's addition to the City of Quincy situated in the County of Adams, State of Illinois.

BET on Q Committee

Tuesday, August 3, 2021

4:00 p.m.

Quincy City Council Chambers

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



AGENDA

- 1) Call the Meeting to Order
- 2) Approve minutes of the July 13, 2021 regular meeting
- 3) Old Business:
 - a) Update on Previous Grants
 - i) Quincy Freedom Fest
 - ii) Quincy Boat Club
 - iii) Oakley Lindsay Center
- 4) New Business:
 - a) On The Rail – Application 1 – 8/21/2021
 - b) On The Rail – Application 2 – 9/20/2021
- 5) Items of Interest to the Commission
 - a) Sponsorship
- 6) General Public Comment (limited to three minutes)
- 7) Adjournment

Event	Approved	Amount	% Event Budget	Revenue Shared
Quincy Freedom Fest	5/26/2021	\$5,000	12%	
Quincy Boat Club	5/26/2021	\$3,000	30%	
Oakley Lindsay Center	7/13/2021	\$10,000	18%	
Total		\$18,000		
Available		\$82,000		

Quincy Preservation Commission

Tuesday, August 3, 2021

5:30 p.m.

Quincy City Council Chambers

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



AGENDA

- 1) Call the Meeting to Order
- 2) Approve minutes of the July 7, 2021 regular meeting
- 3) Old Business:
 - a) Solar Panels in Historic Districts
 - b) Preservation Dinner in May
 - c) Landmark Designations
 - i) Plaque Presentations
 - ii) Potential Locations
- 4) New Business
 - a) Vacancy
 - i) Review of Applications
 - ii) Possible Action to Recommend Appointment
 - b) Demolition Permit Requests
 - i) Possible Action
 - (1) 520 Sycamore Street
 - (2) 726 North 8th Street
 - (3) 736 North 11th Street
 - c) Strong Communities Grant Program
 - i) Possible Action
- 5) Items of Interest to the Commission
- 6) General Public Comment (limited to three minutes)
- 7) Adjournment

*****IMMEDIATELY FOLLOWING MEETING*****

Subcommittee on Bylaws/Operations of the Quincy Preservation Commission

- 1) Call the Meeting to Order
- 2) Discuss Current Bylaws/Operations
- 3) Discuss Process for Changing Bylaws/Operations
- 4) Discuss Timeline
- 5) Any Additional Business
- 6) Adjournment



AERONAUTICS COMMITTEE MEETING AGENDA

MASKS ARE REQUIRED FOR ALL PARTICIPANTS AND ATTENDEES

Masks will be provided for those who do not have them upon entry.

The regular meeting of the Aeronautics Committee will be held on **Wednesday, August 4th, at 12:00 p.m. in Council Chambers.**

1. Call to Order
2. Approval of Minutes
3. Old Business
4. Engineering Report
5. Airport Director's Report
 - Air Service
6. New Business
 - Runway 4/22 Grant Agreement
 - Runway 4/22 Bid Award
 - Security Upgrade Purchase
7. Public Comment
8. Adjournment

RESIDENTIAL RENTAL PROPERTY REGISTRATION COMMITTEE

August 4th, 2021

4.30 pm

Quincy City Council Chambers
Quincy City Hall (1st Floor) 730 Maine St.



AGENDA

1. Call the Meeting to Order
2. Approval of Meeting Minutes from July 21st
3. Review of Committee Discussions to Date
Jeff Mays, Director of Administrative Services
4. New Business
 - a. Impact of Mental Health on Rental Housing
Mark Schmitz, Transitions
Pastor Tony Metz, Luther Memorial Church
See attached report from the Safe & Livable Housing Committee on Physical & Mental Health.
 - b. Eviction Process
Ryan Schnack, City Assistance Corp Counsel
 - c. How Other Communities Address Rental Housing/Registration
Suzie Erwin-Wells & Monsignor Michael Kuse, Safe & Livable Housing Committee.
See attached summary of other cities rental inspection/registration programs.
 - d. Commissioner Discussion
 - e. Schedule Next Meeting (August 18th at 4:30 pm)
 - i. Tentative Agenda Items
 1. Burden of Derelict Properties on Tax Payers
 2. Proposed Amendments
5. Public Comment (limit of 3 minute per speaker)
6. Adjournment



CITY OF QUINCY

Department of Utilities & Engineering

AGENDA

Utilities Committee Meeting

Thursday, August 5, 2021 - 4:00 p.m.

City Hall Conference Room #235

1. Approval of Minutes
2. Public Comment (3 minute limit)
3. Old Business
 - Capital Planning
4. New Business
 - Water Fund*
 - Water Fund Financial Report
 - Phase 2 Consulting Engineering Services
 - Reservoir House Demolition Bid Results
 - Late Additions - Water
 - Sewer Fund*
 - Sewer Fund Financial Report
 - KOA Pump Station
 - WWTP HVAC System
 - Late Additions - Sewer
5. Executive Session
 - Discuss pending or imminent litigation pursuant to 5ILCS 120/2(c) (2) of the Open Meetings Act
6. Adjournment



Utilities Committee
Meeting Minutes
July 1, 2021

The monthly meeting of the Utilities Committee was held at 4:00 p.m. on Thursday, July 1, 2021, in the Engineering Conference Room. Members present were Alderman Dave Bauer, Alderman John Mast, Dan Cook and Jacob Venvertloh. Director of Utilities & Engineering Jeffrey Conte, Assistant Corporation Counsel Bruce Alford, Mayor Mike Troup and Theresa Alford were also present. The meeting was called to order at 4:00 p.m.

Approval of Minutes

Alderman Mast, seconded by Dan Cook, moved that the minutes from the June 3, 2021 meeting be approved as distributed.

Public Comment

No one was present for comment.

Old Business

Capital Planning

Conte presented the Capital Planning Report for the water and sewer funds for fiscal years 2022 through 2026. The plan has been updated based on fiscal year 2021 revenues. Both funds saw a significant reduction in revenues during FY21 which were most likely pandemic related. Planned capital spending for FY2022 through FY2026 has been reduced based on projected flat revenues.

Water Fund - New Business

Water Fund Financial Report

Conte presented the Water Fund financials. Water sales are slightly lower than projected. Expenses are under budget. There is \$6.3 million in the reserve account.

Water Fund Late Additions

The Department received an invoice from Badger Meter in the amount of \$13,494.59 for the annual renewal of utility billing software and AMR subscription services.

Action: Send to City Council for approval with Committee recommendation.

Motion: Mast

Second: Cook

Motion Carried

Sewer Fund - New Business

Sewer Fund Financial Report

Conte presented the Sewer Fund financials. Sewer revenues are trending higher when compared to last fiscal year. Expenses are under budget. There is \$7 million in the reserve account. The Department is working with customers that receive automatic sewer credits in an effort to get them to install flow meters.

Crane & Hoist Servicing

The City recently hired Shannahan Crane & Hoist of St. Louis, Missouri to perform routine inspections on several crane and hoists at both treatment plants. Two (2) hoists at the WWTP required repairs. An invoice in the amount of \$10,046.79 has been received for these repairs.

Action: Send to City Council for approval with Committee recommendation.

Motion: Mast Second: Cook Motion Carried

Trench Box Purchase

The Department desires to purchase an aluminum trench box that will allow City employees to make repairs and replace manholes up to eight (8) feet deep. A quote in the amount of \$13,132 has been received from Luby Shoring Services.

Action: Send to City Council for approval with Committee recommendation.

Motion: Mast Second: Cook Motion Carried

Sewer Fund Late Addition

Local haulers dump material pumped from area grease traps at the Waste Water Treatment Plant. The haulers are charged a fee of \$0.03 per gallon to dump the material at the plant. The City billed haulers approximately \$22,750 for this service last fiscal year. The City has received an invoice from Republic Services in the amount of \$12,590.75 for dumpsters used to clean out the grease pit. Solid materials from the pit are loaded into dumpsters and hauled to the landfill for disposal. The Committee discussed raising the fee for haulers to dispose of the grease at the plant.

Action: Send to City Council for approval with Committee recommendation.

Action: Increase grease dumping fee to \$0.04 per gallon.

Motion: Mast Second: Cook Motion Carried

Alderman Bauer moved that the Committee adjourn and sit in Executive Session to discuss pending or imminent litigation pursuant to 5ILCS 120/2(c)(2) of the Open Meetings Act, seconded by John Mast. Motion Carried.

After sitting in Executive Session to discuss pending or imminent litigation pursuant to 5ILCS 120/2(c)(2) of the Open Meetings Act, the Committee reconvened to sit in regular session at 4:43 p.m.

Adjournment

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

Respectfully submitted,

Jeffrey Conte, P.E.
Director of Utilities & Engineering
July 6, 2021



CITY OF QUINCY
HUMAN RIGHTS COMMISSION

730 Maine Street | Quincy, IL 62301

Agenda
Human Rights Commission
August 5, 2021 | 6:30 p.m.
Quincy City Hall

Call to Order

Roll Call

Approval of Minutes – Approval of the July 1, 2021 meeting minutes

Public Comment (3 minutes only)

Request to Speak – Anngelina Chasteen

Committee Reports

Standing Committees

- Education Committee - Dennis Williams
- Public Relations - Chris Taylor
- Community Action - Tiria Humphrey
- Housing - Mark Philpot

Temporary Committees

- City Code Revision Committee - Macy Ferguson-Smith
- By-laws Committee - Kate Daniels
- Strategic Planning - Angie Metz

Old Business

- Annual Report

New Business

- Discuss Complaint Form Filed in Regards to the Welcome Inn
- Late Business

Commissioner's Comments

Adjournment

The Human Rights Commission works to provide leadership and advocacy to secure, protect, and promote human rights for all people. The Commission values the dignity of all human beings regardless of race, color, sex, age, religion, national origin, ancestry, sexual orientation, gender identification, marital status, parental status, mental or physical disability, source of income, military status, military discharge status or any other protected status.