# Council Meeting for November 8, 2021



#### CITY COUNCIL AGENDA

November 8, 2021 Final Agenda 7:00 P.M.

Note: All items presented are subject to final action.

#### TOWN BUSINESS

**Registered Requests to Speak** 

Report Of The Quincy Township Supervisor For General Assistance For The Month Of October, 2021

#### **Report Of Town Auditing Committee**

#### **PUBLIC FORUM**

#### **PETITIONS**

By the following organizations requesting permission to conduct a raffle and have the bond requirement waived: Quincy University/Mart Heinen Booster Club from 11/09/21 to 02/06/22; American Business Women's Assoc. from now until 2/26/2022. The City Clerk recommends approval of the permits.

Ward

By Geode 1, LLC requesting consideration to amend a Special Permit for Planned Development to allow for the construction of additional living units at 2040 Cherry Street, presently zoned R1C.

Ward

By Stephen Mock, on behalf of 3200 Quincy Holdings, LLC, requesting consideration of a subdivision (dividing one lot into two) for property commonly known as 3200 Broadway Street under the small tracts provision of the subdivision ordinance, presently zoned C2.

Wards 3.4 Special Event Application from the Quincy Family YMCA requesting permission to hold their annual Turkey Run on Thursday, November 25, 2021. The one (1) mile, 5K, and 10K routes that begin and end at the YMCA at 3101 Maine Street. The following street closures are requested from 7:30 a.m. until 10:30 a.m. on the day of the event: Maine St., 16<sup>th</sup> to 33<sup>rd</sup> Streets; Jersey St., 16<sup>th</sup> to 20<sup>th</sup> Streets; East Ave., West Ave., Aldo Blvd; 22<sup>nd</sup> to 23<sup>rd</sup> Streets, Washington St., 16<sup>th</sup> to 22<sup>nd</sup> Streets; Jackson St., 14<sup>th</sup> to 22<sup>nd</sup> Streets; 16<sup>th</sup> St., Maine to Jersey Streets; 16<sup>th</sup> St., Washington to Jackson Streets; 22<sup>nd</sup> St., Grove Ave. to Jackson St.; 23<sup>rd</sup> St., Maine St. to Aldo Blvd. Auxiliary Police are requested at the intersections and barricades are needed for the street closures. Applicant will have signage in place directing traffic on where to enter for St. Peter's Church services. Emergency Management Services has been involved with the coordination of the event and approval is recommended by the Department of Utilities & Engineering.

#### BANK STATEMENT OF CONDITIONS

#### **MAYORS APPOINTMENTS**

Tim Schieferdecker and Chuck Scholz to the Lincoln-Douglas Debate Interpretive Center Advisory Board each for a three year term.

Jason Shimp to Quincy Preservation Commission for a three year term.

Alderman Ben Uzelac to the Washington Theatre Redevelopment Commission for a three year term.

#### RESOLUTIONS

Utilities and Engineering Director and Utilities Committee recommending approval of the invoice from Derhake Brothers Excavating & Plumbing the amount of \$8,950.00 for the repair of a sewer inlet collapsed at 16th and College.

Utilities and Engineering Director and Utilities Committee recommending approval of the low bid from Luby Shoring Services of Fenton, MO in the amount of \$15,071.00 for an aluminum trench box that will allow City employees to safely make repairs and replace sewer manholes up to eight feet in depth.

Utilities and Engineering Director and Utilities Committee recommending approval of the invoice from Klingner and Associates in the amount of \$19,378.86 for payment for the Water Supply Improvement Project Phase 2 which includes the rehabilitation of filters #1 - #6, replacement of the filter backwash fill system, structural repairs to the Water Treatment Plant building.

Utilities and Engineering Director and Utilities Committee recommending approval of the invoice from Crawford, Murphy and Tilly of Springfield, IL in the amount of \$15,430 for payment of an Industrial Pretreatment Program limits review.

Utilities and Engineering Director and Utilities Committee recommending approval of the invoices from Richards Electric in the amount of \$77,454.75 for payment of upgrades and modifications to the SCADA system to allow for the integration of the new aeration system at the Waste Water Treatment Plant and the new South Quincy Lift.

Airport Director, Utilities and Engineering Director and Aeronautics Committee recommending approval of the low bid from Rees Construction Co. in the amount of \$128,428.50 for the installation of reinforced concrete pipe culverts and flared end sections, construction of riprap berms, replacement of chain link fencing, surface restoration, and other ancillary work items at the Quincy Regional Airport.

Aeronautics Committee and the Airport Director recommending approval of an agreement with Crawford, Murphy, and Tilly, Inc to provide engineering and planning services for phase two construction engineering airport project for a total contract cost is not to exceed \$565,450.

Aeronautics Committee and Airport Director recommending approval of a lease for terminal building office space to Hyannis Air Service, Inc. d/b/a Cape Air for a four year term beginning December 1<sup>st</sup>, 2021 at Quincy Regional Airport.

#### **ORDINANCES**

#### Second presentation of an Ordinance entitled:

Ward
1 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The
Municipal Code Of The City Of Quincy Of 2015 (No Stopping or Standing on the south side of
Locust Street between 4<sup>th</sup> and 5<sup>th</sup> Streets).

Ward
4 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (No Stopping or Standing zone on Maine Street from Emery Drive east to 30<sup>th</sup> Street).

Ward
7 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Remove parking on the east side of South 6<sup>th</sup> Street between Kentucky and State Streets).

Ward
2 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Remove parking on the west and east sides of North 7<sup>th</sup> Street between Broadway and Spring Street).

Ward
2 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The
Municipal Code Of The City Of Quincy Of 2015 (Right Turn Only. All southbound traffic on
North 7<sup>th</sup> Street between Broadway and Spring Street).

#### First presentation of an Ordinance entitled:

An Ordinance To Add Territory To The Quincy Adams Brown County Enterprise Zone And Amend The Quincy Adams Brown County Enterprise Zone Intergovernmental Agreement.

An Ordinance Adopting Ward Map And Amending Title I (General Provisions) Of Chapter 11 (Wards And Boundaries) Of The Municipal Code Of The City Of Quincy.

Ward 4 An Ordinance Granting A Special Use Permit For A Planned Development (to operate a dance studio and a language school at 2435 Maine Street).

#### **TOWN BOARD OF QUINCY**

#### **AGENDA**

November 8, 2021 7:00p.m.

- 1) Roll Call
- 2) Permission to excuse absent aldermen
- 3) Registered Requests to speak
- 4) Approval of previous meetings minutes
- 5) Report of The Quincy Township Supervisor For General Assistance For The Month of October, 2021
- 6) Report of The Town Auditing Committee for November 2021
- 7) Trustee Comments
- 8) Adjourn

Report of the Quincy Township Supervisor for General Assistance for the month of October, 2021

**DISBURSEMENTS** 

DISBU	<u>RSEMENTS</u>
Relief orders were issued	
to 13 cases containing 24	
individuals at an average	
grant per case of \$210.42	\$ 5,050.00
Similar ber embe of #=100.=	Ţ 2,020.00
CASH	ACCOUNT
Balance October 1, 2021	
GA Checking	\$ 1,758.50
GA Money Market	80,388.21
Interest	6.04
Total	\$ 82,152.75
1000	Ψ 02,132.73
Obligations paid during	
the month	
	(5050.00)
Furniture and Equipment	(94.02)
Janitor Supplies	(51.46)
sum of Supplies	(31.10)
Balance October 31 <sup>st</sup> , 2021	\$ 76,957.27
	Cindy Brink
	Cilidy Billik
	Supervisor Quincy Township
We the undersigned auditing comm	
above bills respectfully report it has examined same and recommend	
their payment.	
	_ Bauer Chairman
	_ Bauer Chanman
	_ Bergman
	<u> </u>
	_ Uzelac

## Quincy Township Bill payments for November, 2021

Vendor Adams Alarm Systems Ameren Illinois City of Quincy Self Ins Digital Copy Systems Illinois Chapter of the Illinois Department of Illinois Property Asses Illinois School Supply International Associat Marco O'Donnells	IAAO LLC Revenue sment Institute	Amount 385.04 47.50 64.30 42.63 29.44 60.00 257.52 50.00 481.11 225.00 41.50 56.00
Total		\$ <u>1,740.04</u>
Committee:		
	Bauer Chairman Bergman Uzelac	



### 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: November 8, 2021

Subject: Special Event Application – YMCA Turkey Run

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Quincy Family YMCA requesting permission to hold their annual Turkey Run on Thursday, November 25, 2021.

The run/walk event consists of one (1) mile, 5K, and 10K routes that begin and end at the YMCA at 3101 Maine Street. The following street closures are requested from 7:30 a.m. until 10:30 a.m. on the day of the event:

- Maine Street, 16<sup>th</sup> to 33<sup>rd</sup> Streets
- Jersey Street, 16<sup>th</sup> to 20<sup>th</sup> Streets
- East Avenue
- West Avenue
- Aldo Boulevard, 22<sup>nd</sup> to 23 Streets
- Washington Street, 16<sup>th</sup> to 22<sup>nd</sup> Streets
- Jackson Street, 14<sup>th</sup> to 22<sup>nd</sup> Streets
- 16<sup>th</sup> Street , Maine to Jersey Streets
- 16<sup>th</sup> Street, Washington to Jackson Streets
- 22<sup>nd</sup> Street, Grove Avenue to Jackson Street
- 23<sup>rd</sup> Street, Maine Street to Aldo Boulevard

The applicant requests that Auxiliary Police are present at requested intersections and that the City provides barricades for the street closures. The applicant will have signage in place directing traffic on where to enter for St. Peter's Church services.

Emergency Management Services has been involved with the coordination of the event.

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

**WHEREAS**, a sewer inlet collapsed at 16<sup>th</sup> and College and required repaired; and,

**WHEREAS**, the City of Quincy lacked the equipment necessary to excavate and replace the collapsed inlet and Derhake Brothers Excavating & Plumbing of Quincy was qualified and available for the repair under Section 44.056 of the Municipal Code of the City of Quincy; and,

**WHEREAS**, the repair work has been completed in a satisfactory manner and an invoice received in the amount of \$8,950.00 for all costs associated with this work; and,

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

**NOW**, **THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Derhake Brothers Excavating & Plumbing of Quincy, Illinois in the amount of \$8,950.00 be approved for payment.

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

**WHEREAS**, the Department of Utilities is responsible for the repair and maintenance of underground sewer infrastructure throughout the city of Quincy; and,

**WHEREAS**, the City desires to purchase an aluminum trench box that will allow City employees to safely make repairs and replace sewer manholes up to eight (8) feet in depth; and,

**WHEREAS**, the City requested bids for the purchase of an aluminum trench box; and,

#### **WHEREAS**, the following bids were received:

Taza Supplies (dba Tiles in Style)

South Holland, Illinois \$19,250.00

Technology International, Inc.

Lake Mary, Florida \$18,500.00

**Luby Shoring Services** 

Fenton, Missouri \$15,071.00

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

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

**NOW, THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Luby Shoring Services of Fenton, Missouri in the amount of \$15,071.00 be accepted.

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

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

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

**WHEREAS**, Klingner and Associates of Quincy has submitted an invoice in the amount of \$19,378.86 for costs associated with these services; and,

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

**NOW**, **THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the invoice from Klingner and Associates of Quincy, Illinois in the amount of \$19,378.86 be approved for payment.

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

**WHEREAS**, the City of Quincy owns the Waste Water Treatment Plant and is permitted by the Illinois Environmental Protection Agency to discharge treated municipal and industrial effluent and storm water; and,

**WHEREAS**, the City's National Pollutant Discharge Elimination System (NPDES) Permit requires that the Industrial Pretreatment Program limits be reviewed by October 2021; and,

**WHEREAS**, Crawford, Murphy and Tilly of Springfield, Illinois was hired to complete the extensive calculations and report the findings to the Environmental Protection Agency; and,

**WHEREAS**, the work has been completed in a satisfactory manner and an invoice received in the amount of \$15,430.00 for costs associated with this work;

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

**NOW, THEREFORE IT BE RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that that normal bidding requirements be waived and the invoice from Crawford, Murphy and Tilly of Springfield, Illinois in the amount of \$15,430.00 be approved for payment.

Jeffrey Conte
Director of Utilities & Engineering

**WHEREAS**, the City of Quincy utilizes a SCADA system to monitor operations at the Wastewater Treatment Plant, lift stations and combined sewer overflow (CSOs); and,

**WHEREAS**, the system recently required upgrades and modifications to allow for the integration of the new aeration system at the Waste Water Treatment Plant and the new South Quincy Lift; and,

**WHEREAS**, Richards Electric Motor Company of Quincy, Illinois designed and installed the SCADA system that is used by the City and was available and qualified to make the necessary system upgrades; and,

**WHEREAS**, this work has now been completed in a satisfactory manner and invoices totaling \$77,454.75 have been received for these services; and,

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

**NOW**, **THEREFORE BE IT RESOLVED**, that the Director of Utilities and Engineering and Utilities Committee recommend to the Mayor and Quincy City Council that the invoices from Richards Electric of Quincy totaling \$77,454.75 be approved for payment.

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

**WHEREAS**, the City of Quincy recently requested bids for the Airport Drainage Improvement Project which includes the installation of reinforced concrete pipe culverts and flared end sections, construction of riprap berms, replacement of chain link fencing, surface restoration, and other ancillary work items at the Quincy Regional Airport; and,

#### **WHEREAS**, the following bids were received:

Laverdiere Construction, Inc. Macomb, Illinois	\$217,470.00
Zanger Excavating, LLC Quincy, Illinois	\$150,715.00
D&L Excavating, Inc. Liberty, Illinois	\$148,640.00
Rees Construction Company Quincy, Illinois	\$128,428.50
Engineer's Estimate	\$150,000.00

**WHEREAS**, the bids have been reviewed by the Director of Utilities and Engineering and found to be acceptable; and,

**WHEREAS**, funding for this project is available in the 2021/2022 Capital Fund fiscal year budget; and,

**WHEREAS**, to allow for the uninterrupted progression of these projects in the event that changes or modifications are required, an additional 10% over the amount of the bid shall be included in the encumbrance for these projects.

**NOW, THEREFORE BE IT RESOLVED**, that the Airport Director, Director of Utilities and Engineering and Airport Committee recommend to the Mayor and Quincy City Council that the low bid from Rees Construction Company of Quincy, Illinois in the amount of \$128,428.50 be accepted and the Mayor be authorized to sign the necessary contract documents.

Jeffrey Conte, P.E. Director of Utilities and Engineering Sandy Shore Airport Director

# **Airport Facility Lease Agreement**

#### **Quincy Regional Airport**

#### **Airport Facility Lease Agreement**

This Lease is made and entered into this 1<sup>st</sup> day of December, 2021, by and between the City of Quincy, Adams County, Illinois, a Municipal Corporation, (hereinafter referred to as the "**Lessor**,") and Hyannis Air Service, Inc., dba Cape Air Airlines, a corporation organized and existing under the laws of the State of Massachusetts, (hereinafter referred to as "**Lessee**").

#### WITNESSETH

WHEREAS, the Quincy Regional Airport (hereinafter referred to as the "Airport") is owned, and operated and maintained by the Lessor, located six (6) miles east of the City of Quincy in the State of Illinois; and

WHEREAS, the Lessee desires to lease certain premises upon the Airport more fully described in the agreement below; and

**WHEREAS**, the **Lessor** is willing to lease same to **Lessee** under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **ARTICLE I**

#### **Grant of Rights with Respect of Airport Facilities**

For the purpose of facilitating the operation at, to and from the Airport, of the air transportation system conducted by **Lessee**, **Lessee** does hereby take from the **Lessor**, for and during the term of this agreement, the right and privilege, in common with others to whom

similar rights and privileges may be granted, and subject to rules and regulations prescribed by the **Lessor** or its duly authorized representative as hereinafter provided in this agreement, to use the Airport facilities, or any part thereof, for operation by **Lessee** of an air transportation system and all activities incident thereto, including, without limiting the general nature of such operations, the following:

- A. The operation of an air transportation system by aircraft for the carriage of persons, property, cargo and mail, including all incidental activities reasonably necessary to such operation.
- B. The landing, taking off, loading, unloading, repairing, maintaining, conditioning, servicing, parking or storing of aircraft or other equipment of **Lessee** in such spaces and manner as may be prescribed by **Lessor**, provided that such right shall not be construed as authorizing the conduct of a separate business by **Lessee**, but shall permit **Lessee** to perform such functions as are incident to its conduct of air transportation.
- C. The training at the Airport of personnel employed or to be employed by **Lessee** and the testing of aircraft and other equipment in such a manner as may be prescribed by **Lessor**, it being understood that such training and testing shall be incident to the use of the Airport by **Lessee** in its conduct of air transportation.
- D. The right to sell, exchange or otherwise dispose of **Lessee's** aircraft, engines, accessories, and other equipment or supplies, provided that such right shall not be construed as authorizing the conduct of a separate business by **Lessee**, but shall permit **Lessee** to perform such functions as is incident to its conduct of air transportation.
- E. The right, directly or through a contractor of **Lessee's** choice, to transport **Lessee's** passengers and their baggage to and from the Airport by such vehicles as **Lessee** or

Lessee's contractor may desire or require, provided that such transport of Lessee's passengers is supplied by Lessee only during emergencies, including but not limited to, severe storms, equipment breakdowns, or unscheduled charter flights during which the regular supplier of such services would not normally be expected to supply the degree of service required by Lessee.

Lessee agrees to file with Lessor a copy of any agreement entered into with any contractor for this purpose by Lessee. Nothing contained in the foregoing shall be deemed a grant of any franchise, consent, license, permit, right or privilege of any nature or kind whatsoever to operate limousines, omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property, whether the same be for hire or otherwise, except as provided for in this paragraph, or as provided in the rules and regulations of Lessor.

- F. The servicing by **Lessee**, at convenient locations, of aircraft and other equipment operated by **Lessee**, by truck or otherwise, with aviation fuel, propellants, and lubricants or any other materials or supplies.
- G. The installation, maintenance and operation, at no expense to **Lessor**, of such radio, communication, meteorological and aerial navigation equipment and facilities in, on and about the premises herein leased at Airport as may be necessary or convenient in the opinion of **Lessee** for its operation, subject to the approval of the **Lessor**, which approval shall not be unreasonably withheld.
- H. The rights and privileges granted **Lessee** herein relating to the performance of ground services and activities in connection with its conduct of air transportation at, or from the Airport may be exercised by **Lessee** for and on behalf of any scheduled air transportation company or companies authorized to use the Airport, or for and on behalf of **Lessee** by any other company or companies owned and controlled by scheduled air transportation companies.

I. **Lessee** may engage, upon the demised premises, only in those activities which are enumerated herein and no other, without the prior written permission of the **Lessor**, and **Lessee** shall use the demised premises for no other purposes whatsoever. **Lessee** shall not commit or permit any nuisance upon the leased premises. **Lessee's** personnel shall have automobile parking privileges at no charge in areas designated by the Airport Manager.

#### **ARTICLE II**

#### Term of the Lease

A. The term of this lease shall commence and be in full force and effect for a period of two (2) years, the effective date of commencement being the 1<sup>st</sup> day of the month of December, in the year 2021, and ending on the 30<sup>th</sup> day of the month of November, in the year of 2025 or at the time the Lessee vacates the premises.

#### ARTICLE III

#### Leased Area

- A. The **Lessor** hereby leases and demises unto the **Lessee**, and the **Lessee** hereby hires and takes from the **Lessor**, the following described premises, at the Airport, City of Quincy, Illinois, consisting of 927 square feet, all located in the terminal building:
- 1. <u>Joint Use (Non-Exclusive) Terminal Building Space</u>: 305 square feet of garage/baggage handling space, and 108 square feet of counter space;
- 2. <u>Exclusive Use Space</u>: To consist of 224 square feet of break room/office area space, 166 square feet of office/operations space, 124 square feet of office/operations space for the **Lessee**:
- 3. <u>Joint Use Apron Area</u>: Joint use in common with others of aircraft ground support equipment storage and operating area provided adjacent to the terminal and the aircraft

ramp;

- B. Tenant's Acceptance of Property: Neither the **Lessor** nor its agents have made any representations with respect to the building, the land upon which it is erected, or the leased property except as expressly set forth herein and no rights, easements, or licenses are acquired by the **Lessee** by implication or otherwise except as expressly set forth in the provisions of this lease. The taking of possession of the leased property by the **Lessee** shall be conclusive evidence that the **Lessee** accepts the same "as is" and that the leased property and the building of which the same form a part were in good condition at the time **possession** was taken.
- C. Rights of the New Airline Entrants: At any time during the term of this lease and agreement, a person conducting air transportation activities who is not a Lessee at the Airport at the time of the signing of this lease and agreement (hereinafter referred to as the "new entrant"), may request the privilege of renting terminal space at Airport for the purpose of carrying out such activities. The Lessor shall make every reasonable effort to accommodate the new entrant without disrupting existing operations of Lessee, however, if said space shall not be available from Lessor, the new entrant will be advised to contact Lessee and other persons conducting air transportation activities at Airport under leases similar to this agreement (hereinafter referred to as the "other lessees"), for the purpose of subletting from Lessee or other lessees such space as it may reasonably need to carry out such activities or reaching an agreement with Lessee, or other lessees, to handle new entrant's operations (hereinafter referred to as the "operating agreement"). Said subletting or operating agreement shall be subject to the provisions of Article VI hereof. The new entrant shall be required to accept any reasonable offer made as determined by the Lessor.

If **new entrant**, after following the procedures set forth above and making all reasonable

Lessor reserves the right, after thirty (30) days notice to Lessee and other lessees with respect thereto, to reallocate portions of the aforementioned exclusive space in as fair and reasonable a manner as possible to existing Lessee and new entrant and to adjust the annual payments as provided above accordingly, provided, that in the event of a conflict between the needs of the Lessee and the new entrant, the Lessee shall have preferential use of its personnel and its leased terminal building facilities.

D. <u>Alterations</u>: Any remodeling or alternations must have the prior written approval of the **Lessor**. Any remodeling or alternations which take place without the **Lessor's** prior written approval shall be removed and the premise restored to its original condition, at the **Lessor's** request, and at the **Lessee's** sole expense. Title to all improvements constructed or installed by the **Lessee** in or on the demised premises (except trade fixtures which can be removed without damage to the property), and all materials forming part thereof, shall pass to the **Lessor** as the same or any part thereof are constructed or installed or otherwise affixed to said premises.

#### **ARTICLE IV**

#### **Rentals and Fees**

A. <u>Terminal Building Exclusive Space</u>: **Lessee** agrees to pay as rent to the **Lessor** for the space allocated to it in the terminal building during the term of this agreement the following sums:

Office Space - 290 square feet

B. <u>Terminal Building Joint Use (Non - Exclusive Space)</u>: **Lessee** agrees to pay as rent to the **Lessor** for the space allocated to it in the terminal building during the term of this

agreement the following sums:

Counter Space - 108 square feet

Garage/Baggage Handling Space - 305 square feet

Employee Break Area - 224 square feet

Total leased terminal area is 927 square feet. Rate per square foot per year of this agreement shall be \$24.00. Total rent shall be \$22,248.00 per initial lease year or \$1,854.00 per month, per Paragraphs A and B of this Article. Rental for exclusive and joint space shall be paid to the **Lessor** in advance by the 1<sup>st</sup> day of each month in equal monthly payments (i.e., \$1,854.00) for each of the years of this agreement. An annual rent adjustment will be made based on the year-to-year change in Consumer Price Index for All Urban Consumers. The adjustment will be based on the change in CPI posted on the Bureau of Labor Statistics website as of March 1<sup>st</sup> and will become effective on May 1<sup>st</sup> of each lease year, beginning May 1<sup>st</sup>, 2023. Under no circumstances will the rent be decreased even if the CPI change shows a decrease in rate.

- C. <u>Landing Fees</u>: In addition to all rents described in Paragraph B of this Article, **Lessee** shall pay to the **Lessor**, landing fee charges for landings made by **Lessee** during the preceding month at the rate of \$0.70 per 1,000 pounds of certificated MGLW (maximum gross landing weight) of **Lessee's** aircraft landing at the Airport.
- D. <u>Utilities</u>: In addition to all rents described in Paragraph B above, **Lessee** shall pay the **Lessor** \$150.00 monthly for electric service, \$50.00 monthly for trash disposal, \$50.00 monthly for baggage claim equipment. Telephone and other communication services shall be provided by the **Lessee** at the **Lessee's** sole cost throughout the term of this lease.
- E. <u>Non-payment</u>: Any non-payment of rent or fees, after the time in which the rent or fees are due, shall be considered delinquent and such delinquency shall be an event of default,

thus grounds for termination of the lease. In the event any rent or fees required hereunder are not paid within thirty (30) days of the due date, such sums shall earn interest at the rate of 1.5% per month, until paid. Such interest shall be due and owing whether **Lessor** elects to terminate the lease or waive the default.

F. <u>Forfeiture of Leasehold Interest</u>: Should **Lessee** file for protection under the bankruptcy laws of the United States at any time during the term of this agreement, then, at the option of the **Lessor**, this filing action may be considered a default under this agreement, and as a result of such filing **Lessee** agrees that it hereby forfeits any right or interest that it might have in the leased premises, provided notice of default is delivered to **Lessee**.

#### ARTICLE V

#### **Maintenance and Alterations**

- A. <u>Lessor Maintenance</u>: **Lessor** shall keep and maintain the plumbing, electrical, roof and structural portions of the leased premises, except any damage thereto caused by any act of negligence of **Lessee**, its employees, agents, invitees, subtenants, licensees, assignees, or contractors, in which event such damage shall be promptly repaired by **Lessee**. Other than as herein provided, **Lessor** shall not be responsible to maintain or make any improvements or make repairs of any kind, in or upon the leased premises.
- B. <u>Lessee Maintenance</u>: Lessee shall keep and maintain in good order, condition, repair and cosmetic appearance the leased premises as mentioned in subparagraph A above and every part thereof. If Lessee refuses or neglects to commence or complete repairs promptly and adequately Lessor may, but shall not be required to do so, make or complete said repairs and Lessee shall pay the cost thereof to Lessor upon demand.

C. <u>Signs</u>: **Lessee** shall not erect, paint or maintain any signs whatsoever upon the demised premises without the prior written permission of the Airport Manager.

#### **ARTICLE VI**

#### **Assignment and Subletting**

The **Lessee** shall not assign, transfer, mortgage, pledge or sublet its rights in this lease nor grant any concession hereunder, in whole or in part, without the prior written consent of the **Lessor**. However, **Lessee** shall have the right to assign all or any part of its rights and interest under this agreement to any subsidiary or parent company operating as a scheduled air carrier, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets. The consent of the **Lessor** thereto shall not be required, but written notice of any such assignment shall be given to the **Lessor** within thirty (30) days after such assignment hereunder.

#### **ARTICLE VII**

#### Agreements with the United States of America or the State of Illinois

This lease is subject and subordinate to the terms, reservations, restrictions, provisions and conditions of any existing or future agreement between the Airport and the United States of America or the State of Illinois relative to the operation and maintenance of the Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion or development of said Airport or its facilities.

#### ARTICLE VIII

#### **Minority Business Enterprises**

**Lessee** hereby assures that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against; in connection with the award and performance of any contract including leases covered by the Code of Federal Regulations, Chapter 49, Part 23 on the grounds of race, color, national origin or sex. **Lessee** further assures that it will include the language of this paragraph in all sub-leases and cause all sub-lessees to similarly include this clause in further sub-leases.

#### **ARTICLE IX**

#### **Compliance with Laws**

Lessee covenants that it will use the demised premises in accordance with all applicable laws and ordinances as well as in compliance with regulations either governing or adopted by the Lessor for the management, control and operation of the Airport.

#### ARTICLE X

#### **Right of Inspection**

**Lessor** reserves and retains for its officers, employees, and authorized representatives the full and unrestricted right to enter the premises at all reasonable times and in a reasonable manner, for the purpose of inspecting or protecting such premises but shall not unreasonably interfere with the conduct of **Lessee's** business.

#### **ARTICLE XI**

#### **Cancellation and Termination**

**Lessee** may cancel and terminate this lease on ninety (90) days written notice, said notice period to commence the first (1<sup>st</sup>) day of the month following the month in which the notice is given. The **Lessee** may cancel and terminate under any alternate notice period that may be

consistent with the governing rules of the United States Department of Transportation's Essential Air Service Program.

The **Lessor** may cancel and terminate this lease, and may repossess the premises with or without process of law, without liability, in the event any installment of rent, or other payment provided for herein, is in arrears, and remains unpaid for thirty (30) days after the same is due. In the event of a default as to any other provision of this lease, **Lessor** shall give thirty (30) days written notice to **Lessee** of its intention to terminate, at the end of which time all the rights of **Lessee** hereunder shall terminate unless such default, which shall have been stated in such notice, shall have been cured within such thirty (30) days; provided, however, the **Lessee** shall be allowed only two (2) such notices in any twelve (12) month period in which it may cure within the time specified in this paragraph. The third (3<sup>rd</sup>) such notice in any twelve (12) month period shall be final and shall cancel and terminate all of the rights hereunder of the **Lessee**, without any right on the part of the **Lessee** to cure default after receiving such notice.

Further, in the event the **Lessee** shall engage in any activity or practice (except as herein specifically permitted) which improperly hinders or materially interferes with the proper use and operation of the Airport, then the Airport may order the **Lessee** to forthwith cease and desist from such activity or practice, and should the **Lessee** fail or refuse to comply with any such order within thirty (30) days, then the Airport may at its option cancel and terminate this lease.

In the event of cancellation and termination of this lease by the **Lessor** as herein provided, the **Lessee** shall be liable to the **Lessor** for the balance of the rent herein reserved, including interest, if any, and all costs of collection, including reasonable attorney's fees.

#### **ARTICLE XII**

#### Taxes, Licenses and Debts

The **Lessee** covenants and agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts, and obligations incurred by it in connection with its operation of said business on the leased premises, and not permit the same to become delinquent and to suffer no lien, mortgage, judgement or execution to be filed against said property or improvements thereon which will in any way be an impairment to the right of the **Lessor** under this lease.

#### **ARTICLE XIII**

#### **Insurance**

At all times during the term of this lease, and of any renewal or extension hereof, **Lessee** agrees that it will, at its own cost and expense, provide and keep in force for the benefit of the **Lessee** and the **Lessor** as additional insured, a policy or policies of insurance as follows:

(1) Bodily injury and property damage combined single limit liability insurance in an amount no less that \$50,000,000. Certificates evidencing such insurance as current and active shall be kept on file in the Airport Manager's office at all times during the term of this lease.

Lessee shall name the City of Quincy and the Quincy Regional Airport as an additional insured on such policy.

#### **ARTICLE XIV**

#### **Indemnification of Lessor**

Lessee shall defend, indemnify and hold Lessor harmless from and against any claim, loss expense or damage to any person or property in or upon leased premises or any area allocated to or used exclusively by Lessee or its agents, employees, or invitees, arising out of the sole negligence of Lessee or Lessee's servants, employees or agents. In no event, shall Lessee

be obligated to indemnify and hold harmless for the acts or omissions of the **Lessor**, its agents, representatives, or employees.

#### ARTICLE XV

#### Waivers

No waiver or default by the **Lessor** of any of the terms, covenants or conditions hereof to be performed, kept and observed by the **Lessee** shall be construed as, or operate as, a waiver by the **Lessor** of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the **Lessee**.

#### ARTICLE XVI

#### **Surrender and Holding Over**

Lessee covenants that at the expiration of the period for which the demised premises are leased to it, or at the earlier termination of the letting thereof, it will quit and surrender said premises in good state and condition, reasonable wear and tear excepted. Should the Lessee hold over the use of or continue to occupy the demised premises after expiration of the lease and not be involved in good faith negotiations for a new lease such holding over will be as a tenant at sufferance for which use it shall pay rent at double the amount herein provided and in addition be liable for any and all damages resulting from such tenancy.

#### **ARTICLE XVII**

#### **Quiet Enjoyment**

**Lessor** covenants for itself, its successors and assigns that **Lessee**, upon payment of the rent and performance of **Lessee's** other covenants herein, shall and may peaceably and quietly have, hold and enjoy the demised premises during the primary term and any renewal terms

thereto.



#### **ARTICLE XVIII**

#### **Notices**

Any notices required or given hereunder shall be given by email, first class mail addressed to the respective addresses below or such other address as may be specified in writing from time to time. Notice times are figured from the date the notice is received.

LESSOR	LESSEE
City of Quincy	Hyannis Air Service, Inc., dba Cape Air
Quincy Regional Airport	Attn: Charles Ferrara, VP Corporate and Airport Affairs
1645 Highway 104	660 Barnstable Rd.
Quincy, Illinois 62305	Hyannis, MA 02601
Zumej, minois 02303	11) 441113, 1.11 1 0 2 0 0 1

#### ARTICLE XIX

#### **Security**

Lessee shall comply with and be responsible for all applicable Federal Aviation Regulations and Transportation Security Administration Regulations, involving all of their leased area, Lessee's TSA approved Standard Security Program and all other United States Department of Transportation and FAA directives pertaining to Airport security.

#### **ARTICLE XX**

Restoration by Lessor of Property Destroyed by Insured Casualty Tenant to Replace

Trade Fixtures - Proportionate Rent Abatement Lessor's Option to Terminate

If the leased premises or the building containing it should be damaged or destroyed during the lease term by fire or other insurable casualty without the fault of **Lessee**, **Lessor** shall,

subject to the time that elapses due to adjustment of fire insurance, repair and/or restore the same to substantially the condition it was in immediately prior to such damage or destruction, except as in this Article provided. Lessor's obligation under this Article shall in no event exceed the scope of the work required to be done by **Lessor** in the original construction of the building. Rent payable under this lease, shall be abated proportionately according to the floor area of the leased premises which is usable by the **Lessee**, but if such damage was caused by the fault of Lessee, there shall be no abatement of rent. Such abatement shall continue for the period commencing with such damage or destruction and ending with the completion by the Lessor of such work or repair and/or reconstruction, as **Lessor** is obligated to do. If however, the leased premises or the building containing it should be damaged or destroyed by any cause so that the **Lessor** shall decide to demolish, abandon or to completely rebuild the leased premises or the building containing it, Lessor may, within sixty (60) days after such damage or destruction, give Lessee written notice of such decision and thereupon this lease shall be deemed to have terminated as of the date of the damage or destruction and Lessee shall immediately quit and surrender the leased premises to **Lessor**. In the event the **Lessor** has not commenced the repair or rebuilding of the leased premises within ninety (90) days after such damage or destruction, Lessee shall have the right to immediately terminate this lease upon written notice to the Lessor without any further liability for rents or amounts due under this agreement.

#### ARTICLE XXI

#### **Other Agreements**

A. <u>Declaration of Governing Law</u>: This lease shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

- B. <u>Plural, Singular, Gender to be Read in Context</u>: Any word contained in the text of this lease shall be read as the singular or the plural and as the masculine, feminine or neutral gender as may be applicable in the particular context.
- C. <u>Joint and Several Obligation of Lessee</u>, <u>Partners</u>: If there is more than one party tenant, the covenants of the **Lessee** shall be the joint and several obligations of each such party, and if the **Lessee** is a partnership, the covenants of the **Lessee** shall be the joint and several obligations of each of the partners and the obligations of the firm.
- D. <u>Binding Effect on Parties, Representatives, Successors and Assigns</u>: The provisions of this lease shall be binding on and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- E. <u>Landlord and Tenant Relationship</u>: Nothing contained in this lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between **Lessor** and **Lessee**, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the **Lessor** and **Lessee** other than the relationship of landlord and tenant.
- F. <u>Captions for Convenience Not part of Lease Not to Limit or Amplify Lease</u>:

  The captions of this lease are for convenience only, are not a part of the lease, and do not in any way limit or amplify the terms and provisions hereof.
- G. <u>Identification of Leased Premises by Annexed Plan</u>: The plan attached to and made a part of this lease, except as otherwise specifically provided, is used solely for the purpose of identifying or designating the leased premises. Any marking, measurements, dimensions or

notes of any kind contained therein have no bearing with respect to the terms and conditions of this lease and are not to be considered a part hereof.

- H. <u>Prior Representations Incorporated into Lease No Representations, Warranties or Promises by Landlord, Agents or Representatives:</u> All negotiations, considerations, representations and understandings between the parties are incorporated in this lease, and **Lessee** acknowledges that **Lessor**, its agents and representatives, have made no representations, warranties or promises with respect to the building, the surrounding land, or the leased premises except as may be expressly set forth herein.
- I. Entire Agreement Modification in Writing, Signed and Delivered by Both

  Parties: This lease contains all of the agreements and representations between the parties. None

  of the terms of this lease shall be waived or modified to any extent, except by a written

  instrument signed and delivered by both parties.
- J. <u>Severability of Invalid or Unenforceable Clause -Remainder of Lease Enforceable Clause Applicable to Other Persons and Circumstances</u>: If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease, nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- K. <u>Covenant not to Grant More Favorable Terms</u>: The **Lessor** covenants and agrees not to enter into, modify, or amend any lease or contract with any scheduled air carrier which contains more favorable terms than this lease or to grant to any tenant operating as a scheduled

air carrier rights to or privileges with respect to the Quincy Regional Airport that are not accorded **Lessee** hereunder unless the rights and privileges are concurrently made available to **Lessee**. The **Lessor** further warrants and covenants that the terms of this agreement are as favorable as all other existing or proposed agreements between the **Lessor** and scheduled air carriers providing regularly scheduled service to the Quincy Regional Airport under Part 121 or Part 135 of the Federal Aviation Regulations.

L. <u>Force Majeure</u>: Neither **Lessor** nor **Lessee** shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, or acts of God.

IN WITNESS WHEREOF, the Mayor of the City of Quincy, Illinois has caused this agreement to be executed pursuant to due authorization of the City Council of the City of Quincy, Illinois, and its seal to be hereunto affixed and attested by the Clerk of the said City of Quincy, and Hyannis Air Service, Inc., dba Cape Air, has caused this instrument to be executed on its behalf by its Vice President and its corporate seal to be hereunto affixed and attested to by its Witness, pursuant to due authorization of its Board of Directors all as of the day and year first above written.

	City of Quincy, a municipal corporation heretofore referred to as the " <b>Lessor</b> "
(SEAL)	
	By:Michael Troup, Mayor of Quincy
ATTEST:	
By:	_
Laura Oakman, Its City Clerk	
	Hyannis Air Service, Inc., dba Cape Air to as the "Lessee"
(SEAL)	By:
	Its
ATTEST:	
By:	——————————————————————————————————————

**WHEREAS**, the United States Department of Transportation did on September 24<sup>th</sup>, 2021 select Hyannis Air Service, Inc. d/b/a Cape Air to continue providing Essential Air Service To Quincy Regional Airport for a four year contract; and

WHEREAS, the City of Quincy owns and operates Quincy Regional Airport; and

**WHEREAS**, Cape Air will require office and counter space to conduct their operation; and,

**WHEREAS**, the Quincy Regional Airport is required by the Department of Transportation to provide space for business operations to Cape Air; and

**WHEREAS**, a lease for office and counter space has been proposed and is materially the same, with the exception of an addition of annual rent increases based on CPI, as other such leases entered into by the City and air service providers in the past.

**NOW, THEREFORE, BE IT RESOLVED** that upon the recommendation of the Aeronautics Committee and the Airport Director that the Mayor and City Council hereby authorize the lease of the terminal building office space to Cape Air per the terms as set out in the attached lease and directs the Mayor to execute the same on behalf of the City.

Sandra Shore Airport Director November 8, 2021

OLD INTEGE NO.	ORDINANCE	NO.	
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#### AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE) OF CHAPTER 82 (PARKING SCHEDULES) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

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

Section 1. That Section Title VII, Chapter 82, Schedule I (G), of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

"No Stopping or Standing" zone on the north and south sides of Maine Street from Emery Drive east to 30<sup>th</sup> Street and any other conflicting "No Parking" and "No Standing" zones shall be rescinded.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED:	
	CITY CLERK
APPROVED:	
	MAYOR
Officially published in pamphle	et form this day of
, 2021.	

ORDINANCE	NO.	

# AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE) OF CHAPTER 82 (PARKING SCHEDULES) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

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

Section 1. That Section Title VII, Chapter 82, Schedule VII of the Municipal Code of the City of Quincy of 2015 be and hereby is amended thereto, the following:

Remove parking on the east side of South  $6^{\rm th}$  Street between Kentucky and State Streets. The "No Parking" zone will begin at a point ninety (90) feet south of the center of Kentucky Street and extend south a distance of one hundred seventy (170) feet.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED:	
	CITY CLERK
APPROVED:	
	MAYOR
Officially published in pamphl	et form this day of

### AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE) OF CHAPTER 82 (PARKING SCHEDULES) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

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

Section 1. That Section Title VII, Chapter 82, Schedule VII of the Municipal Code of the City of Quincy of 2015 be and hereby is amended thereto, the following:

Remove parking on the west and east sides of North 7<sup>th</sup> Street between Broadway and Spring Street. The "No Parking" zones will begin at Broadway and extend north to the alley entrances.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED:	
	CITY CLERK
APPROVED:	
<del> </del>	MAYOR
Officially published in pamphle	et form this day of
, 2021.	

ORDINANCE	NO.	

# AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE) OF CHAPTER 81 (TRAFFIC SCHEDULES) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

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

- Section 1. That Title VII, Chapter 81, Schedule I, of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:
  - (D) Right Turn Only. It shall only be lawful to make a right turn as follows:

All southbound traffic on North 7<sup>th</sup> Street between Broadway and Spring Street

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage and approval.

ADOPTED:	
	CITY CLERK
APPROVED:	
	MAYOR
Officially published in pamphle	et form this day of
, 2021.	

ORDINANCE	NO.	

# AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE) OF CHAPTER 82 (PARKING SCHEDULES) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY OF 2015.

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

Section 1. That Section Title VII, Chapter 82, Schedule I (G), of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

"No Stopping or Standing" on the south side of Locust Street between  $4^{\rm th}$  and  $5^{\rm th}$  Streets. A "No Parking" zone will remain on the south side of Locust Street beginning at  $4^{\rm th}$  Street and extending east a distance of fifty (50) feet.

Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.

Section 3. This ordinance shall be in full force and effect immediately from and after its passage, approval, and publication as provided by law.

ADOPTED:	
	CITY CLERK
APPROVED:	
	MAYOR
Officially published in pamphle	et form this day of
, 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: Mayor and City Council

FROM: Chuck Bevelheimer

DATE: November 2, 2021

SUBJECT: Enterprise Zone Boundary Amendment - Mid Town Business District

Last year Cullinan Properties asked the city to consider economic development incentives aimed at ensuring the future viability of Quincy Town Center (formerly Quincy Mall), maintaining the facility as a regional shopping draw and supporting the continued generation of a significant amount of city revenue generated through sales and property taxes. The requested incentives included:

- The addition of a Business District, within which an additional 1% sales tax would be charged. The revenue generated would be re-invested in the Town Center to attract and retain retailers.
- The expansion of the Enterprise Zone to include the Town Center property.

In March 2021, the City Council approved the Mid-Town Business District, within which a one-percent (1.0%) sales tax was established for all stores within the boundary. The Mid-Town Business District boundary includes the former County Market Building (vacant), the CVS Store, the Quincy Town Center and the former Sears Store (vacant). A Map of the district is attached.

The city hired PGAV Consultants to prepare an Enterprise Zone amendment application to extend the boundary to the Mid-Town Business District. The extension would allow redevelopments and new construction projects within the Business District to apply for sales tax exemption on building materials that are permanently incorporated into real estate such as lumber and steel.

On September 15<sup>th</sup>, 2021, the Quincy/Adams County/Brown County Enterprise Zone Board conducted a public hearing on the Mid-Town Business District enterprise zone boundary extension. No public comments were received in opposition to the EZ extension. The EZ Board recommended approval of the EZ boundary extension to the Mid-Town Business District.

The city has a separate agreement with the Mid Town Business District property owners (Cullinan LLC, Larson Family Real Estate LLP and Charles and Kathie Marx) stating the property owners will only use the sales tax exemption provisions of the Enterprise zone and not the property tax abatement.

Attached is an ordinance to Add Territory to the Quincy Adams Brown County Enterprise Zone and to amend the Quincy Adams Brown County Enterprise Zone Intergovernmental Agreement. The Council's Finance Committee recommends approval of the ordinance and IGA amendment.

ORDIN	IANCE NO	
OIVUIN	DINCE INC	

# AN ORDINANCE TO ADD TERRITORY TO THE QUINCY ADAMS BROWN COUNTY ENTERPRISE ZONE AND AMEND THE QUINCY ADAMS BROWN COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the governing authority of City of Quincy (the "Authority") established an Enterprise Zone through Ordinance #14-29, pursuant to authority granted it by the Illinois Enterprise Zone Act (The "Act"; P.A. 82-1019), as amended, subject to the approval of the Illinois Department of Commerce and Community Affairs (now the Illinois Department of Commerce and Economic Opportunity and hereinafter referred to as the "State"), and subject to provisions of the Act; and

WHEREAS, an Intergovernmental Agreement (the "Agreement") was entered into between the County of Adams, Illinois, the County of Brown, Illinois and the Cities of Quincy and Mt. Sterling (hereinafter collectively "Joint Applicants"), through which the governments designated certain areas as an Enterprise Zone pursuant to the Act, subject to certification of the State as in the Act provided, and known as the Quincy Adams Brown County Enterprise Zone (the "Zone"); and

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

WHEREAS, the corporate authorities of Joint Applicants comprising the Zone desire to add territory to the boundaries to the Zone that is needed to take advantage of certain private sector investments and economic development opportunities that would not occur but for the benefits that can only be extended through the Zone; and

WHEREAS, a public hearing as required by the Illinois Enterprise Zone Act was held on September 15, 2021 concerning the addition of certain territory to the Zone and has met all pertinent requirements as set forth in said Act allowing the amendment to be approved; and

WHEREAS, businesses owned by minorities, women, and persons with disabilities, as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.) shall be encouraged to participate in the Zone's incentive program to benefit them as business owners; and

WHEREAS, businesses using the benefits within the Zone will be encouraged to hire individuals who are minority persons, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.); and

### NOW, THEREFORE, BE IT ORDAINED BY THE AUTHORITY AS FOLLOWS:

<u>Section 1:</u> That Ordinance #14-29 approved by the Authority designating certain territory to be included in the Zone is hereby amended by adding the territory depicted in Exhibit A and described in Exhibit B.

Section 2: That the Intergovernmental Agreement (the "Agreement"), dated December 1, 2014, as amended, between the Joint Applicants, is hereby amended and the amendment is accepted and approved by the Authority. The specifics of the amendment to the Agreement are found in Exhibit C, attached.

<u>Section 3:</u> That said territory to be added to the Zone shall be eligible to receive all benefits as outlined in the Act and as approved and authorized by the various local governmental entities comprising the Zone.

Section 4: That all ordinances and parts thereof in conflict herewith are expressively repealed and are of no other force and effect.

<u>Section 5:</u> The repeal of any ordinances or resolutions by this Ordinance shall not affect any rights accrued or liability incurred under said repealed ordinances or resolutions to the effective date hereof.

<u>Section 6:</u> That the Authority is hereby authorized and directed to provide a copy of this Ordinance to the Zone Administrator which will serve as liaison for the Authority to participate in the formal application to add territory to an existing enterprise zone to be prepared and filed with the Illinois Department of Commerce and Economic Opportunity for said amendment to the Zone.

<u>Section 7:</u> That this Ordinance shall be in full force and effect immediately after its passage, approval, recording, and certification.

<u>Section 8:</u> That the amendment to the Zone is not effective until such time that it has been approved and certified by the Illinois Department of Commerce and Economic Opportunity.

Section 9: The Joint Applicants hereby establish the Enterprise Zone Policy Statement that expresses a desire for the commitment from Businesses within the Zone to encourage the development of business entities owned by minorities, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.) and the hiring of individuals who are minority persons, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.).

The Zone Administrator will establish a visible online presence to be viewed by business owners within the Proposed Zone that explains the benefits of utilizing businesses owned by minority persons, women, and persons with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/0.01, et seq.).

The Zone Administrator will incorporate the Enterprise Zone Policy Statement on project applications, promotional materials, and publications that the Proposed Zone encourages the use of businesses owned by and hiring of minority persons, women, and people with disabilities as defined under the Business Enterprise for Minorities, Women, and Persons with Disabilities Act 30 ILCS 575/0.01, et. seq.

PASSED AND APPROVED this	day of, 2021.	
	Mike Troup, Mayor	
ATTEST:		
Laura Oakman, City Clerk		

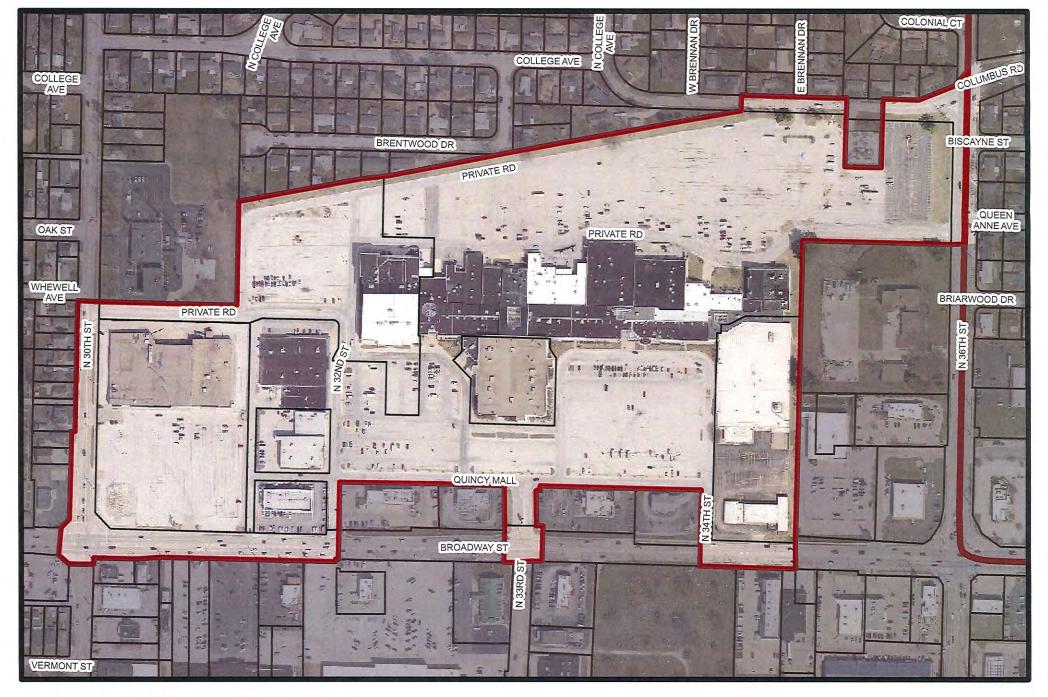


Exhibit A - Territory to be Added to the Quincy Adams Brown County Enterprise Zone





500 US Feet

# EXHIBIT B MID TOWN BUSINESS DISTRCT LEGAL DESCRIPTION

A tract of land lying in part of the Southeast Quarter of Section 31, Township 1 South, Range 8 West and part of the Northeast Quarter of Section 6, Township 2 South, Range 8 West of the Fourth Principal Meridian, City of Quincy, Adams County, Illinois being more particularly described as follows;

Beginning at the Northwest corner of Lot 2 of Quincy Mall Subdivision Phase 5 plat as recorded in Document #2020-01229; thence in Northeasterly along the North line of said Lot 2 a distance of 1568 feet more or less to the intersection of said North line and the North line of the South half of said Southeast Quarter, said point also being on the South line of College Avenue; thence North to the North line of said College Avenue; thence East along said North line a distance of 305 feet more or less to the point of intersection of said North line and the West line and its Northerly extension of a tract shown as Parcel #23-7-0661-005 on said Quincy Mall Subdivision Phase 5 plat; thence South along said West line and its Northerly extension a distance of 210.5 feet more or less to the Southwest corner of said tract; thence East along the South line of said tract a distance of 110 feet more or less to the Southeast corner of said tract; thence North along the East line and its Northerly extension of said tract a distance of 210.5 feet more or less to the North line of said College Avenue; thence East along said North line to the Southeast corner of Lot 4 of Colonial Courts Subdivision; thence Northeasterly along the South line of said Lot 4 a distance of 113.04 feet; thence Southeasterly to the Northwest corner of Lot 1 in Block 1 of Town & Country Subdivision, said point being on the East line of North 36th Street; thence South along the East line of said North 36th Street a distance of 440 feet more or less to the point of intersection of said East line and the South line of said Lot 2 of Quincy Mall Subdivision Phase 5; thence West along said South line and its Easterly extension of said Lot 2 a distance of 530 feet more or less to a property corner along the South and East line of said Lot 2; thence South continuing along the East line of said Lot 2 and its Southerly extension to the South right-of-way of FA 745 (IL 104) -Broadway Street; thence West along said South line to the point if intersection of said South right-of-way and the East line of Lot 5 and its Southerly extension of said Quincy Mall Subdivision Phase 5; thence North along said East line and its Southerly extension to the Northeast corner of said Lot 5; thence West along the North line of said Lot 5 and Lot 1 of said Quincy Mall Subdivision Phase 5 to the Northwest corner of said Lot 1; thence along the West line of said Lot 1 the following 5 courses, South 00 degrees 02 minutes East a distance of 12.00 feet; thence North 89 degrees 55 minutes West a distance of 12.00 feet; thence South 00 degrees 02 minutes 105.00 feet; thence South 89 degrees 55 minutes East a distance of 22.00 feet; thence South 00 degrees 02 minutes along said West line and its Southerly extension to a point on the Southerly right-of-way of said FA 745 (IL 104) - Broadway Street; thence West along said Southerly right-ofway a distance of 137.00 feet more or less to the point of intersection of said Southerly

right-of-way and the East line and its Southerly extension of a tract shown as Parcel #23-7-0661-004 on said Quincy Mall Subdivision Phase 5 plat; thence North along said East line and its Southerly extension to the Northeast corner of said tract; thence West along the North line of said tract and the North line of Lot 7 of said Quincy Mall Subdivision Phase 5 to the Northwest corner of said Lot 7; thence South along the West line and its Southerly extension of said Lot 7 to the Southerly right-of-way of said FA 745 (IL 104) -Broadway Street; thence West along said Southerly right-of-way to a point at FA 745 (IL 104) Station 36+47, 51.65 feet right; thence Southwesterly continuing along said Southerly right-of-way to a point on the Easterly right-of-way of FA 745 - North 30<sup>th</sup> Street at Station 9+12, 40.00 feet right; thence Westerly to a point on the Westerly rightof-way of said FA 745 - North 30th Street at Station 8+99.63, 39.30 feet left; thence Northwesterly to a point on said FA 745 (IL 104) - Broadway Street right-of-way at Station 34+82.01, 57.58 feet right; thence North to a point on the Northerly right-of-way of said FA 745 (IL 104) - Broadway Street right-of-way at Station 34+92.23, 38.58 feet left; thence Northeasterly to a point on the Westerly right-of-way of said FA 745 - North 30th Street at Station 10+57.75, 53.72 feet left; thence continuing along said Westerly right-of-way to a point at Station 10+82.61, 41.73 feet left; thence continuing along said Westerly right-of-way to a point at Station 12+31.38, 42.32 feet left; thence continuing along said Westerly right-of-way to a point at Station 12+31.44, 30.32 feet left, said point being the Southeast corner of Lot 5 of James N. Whewell Addition; thence continuing along said Westerly right-of-way and the East line of said James N. Whewell Subdivision to the Northeast corner of Lot 14 of said James N. Whewell Subdivision; thence Easterly to the Northwest corner of the roadway for the Quincy Mall Subdivision Phase 5, said point also being the Southwest corner of a tract as shown as Parcel #23-7-0664-000 on said Quincy Mall Subdivision Phase 5 plat; thence North 89 degrees 56 minutes along the North side of said roadway a distance of 420.00 feet; thence North 00 degrees 04 minutes a distance of 316.00 feet to the Point of Beginning.

### Exhibit C

## INTERGOVERNMENTAL AGREEMENT TO AMEND THE QUINCY ADAMS BROWN COUNTY ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the County of Adams, Illinois, the County of Brown, Illinois and the Cities of Quincy and Mt. Sterling (hereinafter collectively "Joint Applicants") have previously entered into an Intergovernmental Agreement, dated December 1, 2014, titled the Quincy Adams Brown County Enterprise Zone Intergovernmental Agreement (the "Agreement"); and

WHEREAS, The Joint Applicants desire to make an amendment (the "Amended Agreement") to said Agreement to change the boundary of the Zone,

NOW, THEREFORE, it is agreed by and between the Joint Applicants as follows:

Section 1. That the Agreement is hereby amended and accepted by the Joint Applicants.

<u>Section 2.</u> That the legal description for the Enterprise Zone shall be replaced by the legal description in Exhibit D.

<u>Section 3.</u> That this Amended Agreement take effect immediately upon approval by all the Joint Applicants, subject to approval of the Illinois Department of Commerce and Economic Opportunity ("DCEO").

<u>Section 4.</u> That all parts of the Agreement in conflict with the Amended Agreement are repealed and are of not other force and effect.

<u>Section 5.</u> That the repeal of any parts of the Agreement by this Amended Agreement shall not affect any rights accrued or liability incurred under said repealed ordinances to the effective date hereof.

<u>Section 6.</u> That the Joint Applicants are directed to provide a copy of this Amended Agreement to the Zone Administrator in order to be included in the application to add territory to an existing enterprise zone to be sent to DCEO.

CITY OF QUINCY, ILLINOIS

	Ву:
	Mike Troup, Mayor
ATTEST:	
Ву:	
City Clerk	

# By: \_\_\_\_\_ Ken Snyder, Chairman ATTEST: By: \_\_\_\_County Clerk VILLAGE OF MT. STERLING, ILLINOIS Matt Bradbury, Mayor ATTEST: By: \_\_\_\_\_City Clerk BROWN COUNTY, ILLINOIS Dave Ferrill, Chairman ATTEST: By: \_\_\_\_\_County Clerk

ADAMS COUNTY, ILLINOIS

### **EXHIBIT D**

### QUINCY/ADAMS COUNTY ENTERPRISE ZONE LEGAL DESCRIPTION

Beginning at a point which is the Southwest corner of Lot 9 in Block 11 in J.K. Webster's Addition to the City of Quincy, said point being on the North line of Locust Street, thence East along the North line of Locust Street to the West line of North 5<sup>th</sup> Street: thence North along the West line of North 5<sup>th</sup> Street to a point 6.6 feet North of the Southeast corner of the North one-half of the West one half of the Southeast Quarter of the Northwest Quarter of Section 26, Township 1 South, Range 9 West; thence West parallel to the South line of said North one-half to the Easterly right-of-way F.A. Route #36 (Highway 24 North); thence Northeasterly along said Easterly right-of-way to the West line of North 5th Street; thence North along said West line of North 5th Street to the North line of the South one-half of the Northwest Quarter of said Section 26; thence West along said North line to the East line of the Southwest Quarter of said Northwest Quarter; thence South along said East line to the South line of the North 35 acres of the Southwest Ouarter of said Northwest Quarter; thence West along said South line to a point 220 feet East of the West line of the Southwest Quarter of said Northwest Quarter; thence North parallel with said West line a distance of 197 feet; thence West parallel with the South line of the North 35 acres of the Southwest Quarter of said Northwest Quarter to the Easterly line of Bonansinga Drive; thence North along the Easterly line of said Bonansinga Drive to the North line of the South one-half of the Northwest Quarter of said Section 26; thence East along said North line to the West line of the East one-half of the Northwest Quarter of the Northwest Quarter of said Section 26; thence North along said West line to the South line of Bluffview Subdivision; thence East along the South line of said Bluffyiew Subdivision a distance of 654 feet; thence South parallel with the East line of the West one-half of the Northeast Quarter of the Northwest Quarter of said Section 26 a distance of 448 feet; thence East parallel with the South line of the North one-half of the Northwest Ouarter of said Section 26 a distance of 268 feet; thence South parallel with the East line of the West one-half of the Northeast Quarter of said Northwest Quarter a distance of 215 feet; thence East parallel with the South line of said North one-half a distance of 408 feet to the West line of North 5<sup>th</sup> Street; thence South along the West line of said North 5<sup>th</sup> Street a distance of 84 feet; thence West parallel with the South line of said North one-half a distance of 407 feet; thence South parallel with East line of said West one-half a distance of 110 feet; thence East parallel with the South line of said North one-half a distance of 411 feet to a point 4 feet East of the West line of said North 5<sup>th</sup> Street; thence South 4 feet East of and parallel with the West line of said North 5<sup>th</sup> Street to the Southerly right-of-way of F. A. Route #36 (Highway 24 North); thence Easterly along said Southerly right-of-way to the East line of the Northwest Quarter of said Section 26; thence South along said East line to the Southeast corner of Lot 2 in North Fifth Street Subdivision; thence West along the South line of said Lot 2 and its Westerly extension to a point 4 feet East of the West line of said North 5<sup>th</sup> Street; thence South 4 feet East of and parallel with the West line of said North 5<sup>th</sup> Street to the North line of Locust Street; thence East along the North line of said Locust

Street to the West line of North 12th Street; thence North along the West line of said North 12th Street to the South line of Northeast Quarter of Section 26, Township 1 South, Range 9 West; thence West along said South line a distance of 754.29 feet; thence North parallel with the East line of the Northeast Quarter of said Section 26 to the South line of West Pointe Subdivision; thence East along the South line of said West Pointe Subdivision to the Southeast corner of Lot 3 of West Pointe Subdivision; thence North along the East line of Lots 3 and 23 through 27 to the Northeast corner of Lot 23 of West Pointe Subdivision said point being on the North line of said West Pointe Subdivision; thence West along said North line to the Northwest corner of said West Pointe Subdivision, said point being on the East line of Northridge Subdivision; thence North along the East line of said Northridge Subdivision to the Northeast corner of Lot 73 of said Northridge Subdivision; thence East parallel with the North line of the Northeast Ouarter of said Section 26 a distance of 291.5 feet; thence North parallel with the East line of said Northeast Quarter to the South line of Koch's Lane; thence East along said South line to the East line and its Southerly extension of Lots 11 through 15 in Block 2 of Bluff Road Subdivision; thence North along the East line of said Lots 11 through 15 in Block 2 of Bluff Road Subdivision and parallel with the East line of Section 23, Township 1 South, Range 9 West to the South line of Midwest Subdivision; thence West along the South line of said Midwest Subdivision to the Southwest corner of said subdivision; thence North along the West line of said subdivision to the Northeast corner of said subdivision; thence East along the North line of said subdivision to the West line of North 12th Street; thence North along said West line a distance of 344 feet; thence West a distance of 328 feet; thence North parallel with the West line of said North 12<sup>th</sup> Street a distance of 432 feet; thence East to the West line of said North 12th Street; thence North along said West line to the Northeast corner of Lyn Mar Subdivision; thence West along the North line of said Lyn Mar Subdivision to a point 545.3 feet West of the East line of said Section 23; thence North parallel with said East line a distance of 423.24 feet; thence East to a point 229 feet West of the East line of said Section 23; thence North parallel with said East line to a point on a line that is 1314.72 feet South of the Northeast corner of said Section 23; thence West parallel with the North line of said Section 23 to the Easterly right-of-way of U.S. Route 24; thence Northerly along said Easterly right-ofway 442 feet; thence East parallel with the North line of said Section 23 to the West line of North 12th Street: thence North along said West line to a point that is on the North line of Hum-Ven Estate Subdivision; thence West along the North line of said subdivision to the Northwest corner of said subdivision; thence South to a point on a line that is 1112.13 feet North of the Southeast corner of Section 14, Township 1 South, Range 9 West; thence West to the Easterly right-of-way of U.S. Route 24; thence Northeasterly along said Easterly right-of-way to the point of intersection with a line that is 4 feet West of the East line of said North 12<sup>th</sup> Street; thence Northerly and Northeasterly along a line that is 4 feet West of and parallel with the East line of said North 12th Street and the Easterly right-of-way of U.S. Route 24 a distance of 1490 feet more or less to the point of intersection of the said parallel line with the Easterly line of North 12th Street and it's Southerly extension; thence Northerly along the Easterly line of north 12th Street and it's Southerly extension to the point of intersection with said Easterly line and the Southerly

line of Diamond Court; thence Northeasterly along said Southerly line to the Northern most corner of Lot 3 of Spring Lake Hills Subdivision; thence Southeasterly along the North line of said Lot 3 to the Westerly right-of-way of U.S. Route 24; thence Northeasterly along said Westerly right-of-way to a point on the East line of said Spring Lake Hills Subdivision and the East line of Springlake Corner Subdivision; thence North along said East line to the South line of Spring Lake Road; thence East along said South line to a line that is 4 feet East of and parallel with the Westerly right-of-way of U.S. Route 24; thence Southwesterly along a line that is 4 feet East of and parallel with the Westerly right-of-way of said U.S. Route 24 to a line that is 4 feet Easterly of and parallel with the East line of North 12<sup>th</sup> Street and it's Southerly extension; thence Southerly along the line that is 4 feet Easterly of and parallel with the East line of North 12<sup>th</sup> Street and its Southerly extension to the Easterly right-of-way of U.S. Route 24; thence Southwesterly and Southerly along said Easterly right-of-way to a line that is 4 feet East of and parallel with the West line of said North 12th Street; thence Southerly along said line to the point of intersection of said line with the North line and it's Westerly extension of Kiefer Lund Court; thence along said North line and it's Westerly extension to the point of intersection of said North line and the East line and it's Northerly extension of Shady Acre Subdivision; thence South along the East line and it's Northerly extension of said Shady Acre Subdivision to the North line of Lot 4 of Evergreen Terrace Subdivision; thence East along said North line to the Northeast corner of said Lot 4; thence South along the West line and it's Southerly extension of said Lot 4 to the centerline of Gayla Drive; thence East along said centerline to the point of intersection of said centerline with the East line and it's Northerly extension of Lot 20 of Evergreen Terrace; thence South along said East line and it's Northerly extension to the South East corner of said Lot 20; thence East to the Northwest corner of Carrington Court Subdivision; thence South along the West line of said Carrington Court Subdivision to the Southwest corner of said subdivision; thence East along the South line of said subdivision to the Southeast corner of Lot 3 of said Carrington Court Subdivision; thence South a distance of 338 feet; thence East a distance of 415 feet; thence South a distance of 338 feet; thence West to a point on a line that is 4 feet East of and parallel with the West line of said North 12th Street; thence South on said line a distance of 790 feet; thence East a distance of 332 feet; thence South to the North line of Hamann Lane; thence West along the North line of said Hamann Lane to a line that is 4 feet East of and parallel with the West line of said North 12<sup>th</sup> Street; thence South along said line to the point of intersection of said line with a line that is 492 feet North of the North line of Koch's Lane; thence East a distance of 230 feet; thence South a distance of 114 feet; thence East a distance of 128 feet; thence South a distance of 32 feet; thence East a distance of 113 feet; thence South a distance of 108 feet; thence West a distance of 293 feet; thence South to the North line of Koch's Lane; thence East along said North line a distance of 78 feet; thence South a distance of 200 feet; thence West to the West line of said North 12th Street; thence South to the Southeast corner of Lot 3 of Spring Valley Subdivision; thence West along the South line of said Lot 3 to the Southwest corner of said Lot 3; thence South along the West line of Lots 4 through 8 of Spring Valley Subdivision to the Southwest corner of said Subdivision; thence East along the South line of said subdivision and it's Easterly extension to the East

line of North 12<sup>th</sup> Street; thence North along said East line to the Northwest corner of Stone Creek Phase 2 Subdivision; thence East along the North line of said subdivision to the Northeast corner of said subdivision; thence South along the East line of said subdivision to the Southeast corner of Lot 2, Block 10 of said Stone Creek Phase 2 Subdivision; thence West along the South line and it's Westerly extension of said Lot 2 to a line that is 4 feet East of and parallel with the West line of said North 12th Street; thence South a distance of 530 feet; thence East a distance of 259 feet; thence South 150 feet; thence East a distance of 324 feet; thence South 120 feet; thence West a distance of 120 feet; thence South to the North line of Tri Con Park Subdivision; thence East along the North line of said Tri Con Park Subdivision to the Northeast corner of said subdivision; thence South along the East line to the Southeast corner of said subdivision; thence East parallel with the South line of Section 25, Township 1 South, Range 9 West to East line of North 18th Street; thence North along said East line to the Northeast corner of the Ed Schneidman Industrial Park; thence East along the North line of said Ed Schneidman Industrial Park to a point 1021.32 feet West of the East line of Section 25, Township 1 South, Range 9 West; thence North a distance of 269 feet; thence East a distance of 278 feet; thence North to the South line of Koch's Lane; thence East to the East line of North 24th Street; thence North along said East line to the Southwest corner of Ellington Acres Subdivision; thence East to the Southeast corner of said subdivision; thence Northwesterly to the Northeast corner of said subdivision and the South line of Ellington Road; thence West to the East line of said North 24th Street; thence North along said East line to a point that is 2325 feet North of the Southwest corner of the Southwest Quarter of Section 18, Township 1 South, Range 8 West; thence East a distance of 1468 feet; thence South a distance of 76 feet; thence East a distance of 49 feet; thence Southwesterly a distance of 434 feet; thence South to the South line of said Ellington Road; thence East along said South line to Northeast corner of the Northwest Quarter of Section 19, Township 1 South, Range 8 West; thence South along the East line of the Northwest and Southwest Quarters of said Section 19 to the Southeast corner of the Southwest Quarter of said Section 19; thence West along the South line of said Section 19 to the East line of said North 24th Street; thence South along said East line to the North line of Wismann Lane; thence East along said North line to the Southeast corner of Northbrook One Subdivision; thence North along the East line of said Northbrook One Subdivision to the centerline of Cedar Creek; thence Northeasterly along said centerline to the East line of North 30th Street; thence North along said East line to the South line of Koch's Lane; thence East along said South line and it's Easterly extension to the Northerly line of the BNSF Railroad; thence Northeasterly along said Northerly line to the West line of Cannonball Road; thence South along said West line to the South line of Koch's Lane; thence West along said South line to the East line of the Northeast Quarter of the Northeast Quarter of Section 29, Township 1 South, Range 8 West; thence South to the Southeast corner of the Northeast Quarter of said Northeast Quarter; thence West to the Southwest corner of the Northeast Quarter of said Northeast Quarter; thence South along the East line of the Southwest Quarter of said Northeast Quarter and the East line of the Northwest Quarter of the Southeast Quarter of said Section 29 to the South line of Wismann Lane; thence East along said South line to the Northeast corner of Wismann

Ridge Business Park; thence South to the Southeast corner of said Wismann Ridge Business Park; thence West to the Southwest corner of said Wismann Ridge Business Park; thence North to the Northwest corner of Lot 3 of said Wismann Ridge Business Park; thence West to the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 29; thence South to the Southeast corner of the Southwest Quarter of said Southwest Quarter; thence continue South along the East line of the Northwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 8 West to a point that is 200 feet North of the Southeast corner of the Northwest Quarter of said Northwest Quarter; thence Southwesterly to a line that is 132 feet North of the South line of the Northwest Quarter of said Northwest Quarter; thence West along a line that is 132 feet North of and parallel with said South line to the West line of North 36th Street; thence South to the North line of Melodie Meadows Subdivision; thence West to the Northeast corner of Lot 7, Block 6 of said Melodie Meadows Subdivision; thence Northerly to the Northeasterly corner of said subdivision; thence Westerly to the Northwest corner of said subdivision; thence South to the Southwest corner of Lot 13 in Block 7 of said Melodie Meadows Subdivision, said point being on the North line of Cedar Crest Addition; thence West along said North line to the West line of North 30<sup>th</sup> Street; thence South along said West line to the North line of Lind Street; thence West along said North line to the East line of North 28th Street; thence North along said East line to the North line of Chestnut Street; thence West along said North line to the Southwest corner of Lot 13 in Block 12 of Walton Heights Subdivision; thence North along the West line of said Lot 13 to the South line of the alley in said Block 12; thence West along said South line to the East line of North 27th Street; thence North along said East line to the South line of Spruce Street; thence West along said South line to the East line of North 26th Street; thence North along said East line to the Northwest corner of Lot 53 of Otis Subdivision; thence East to the Northeast corner of said Lot 53; thence South to the Southeast corner of said Lot 53; thence East along the North line of Lot 31 of Otis Subdivision and it's Westerly extension to the West line of North 27th Street; thence North along said West line to the Northeast corner of Lot 39 of Otis Subdivision; thence West along the North line of said Lot 39 and of Lot 46 and it's Westerly extension to the West line of said Otis Subdivision; thence South along said West line to the North line of Block 2 in Walton Heights Subdivision; thence West along the North line of Blocks 1 and 2 in Walton Heights Subdivision to the East line of North 24th Street; thence North along said East line to the North line of Sycamore Street; thence West along said North line to West line of Lot 33 of Baker's and Other's Addition; thence North along the West line of Lots 11, 12 and 33 of said Baker's and Other's Addition to the North line of Locust Street; thence East along said North line a distance of 116 feet; thence North a distance of 218 feet; thence East to the East line of North 24th Street; thence South along said East line a distance of 69 feet; thence East a distance of 236 feet; thence North parallel with the East line of said North 24th Street a distance of 420 feet; thence East a distance of 62 feet; thence North parallel with the East line of said North 24th Street a distance of 141 feet; thence West a distance of 30 feet; thence North parallel with the East line of said North 24th Street a distance of 105 feet; thence West to the East line of said North 24th Street; thence North along said East line a distance of 322 feet; thence

East a distance of 280 feet; thence North parallel with the East line of said North 24th Street a distance of 153 feet; thence West a distance of 67 feet; thence North parallel with the East line of said North 24th Street a distance of 109 feet; thence West a distance of 46 feet; thence North parallel with the East line of said North 24th Street a distance of 86 feet; thence West to the East line of said North 24th Street; thence North along said East line a distance of 148 feet; thence West to a point on the East line of Lot 2 of Jotham Streeter's Plat; thence South along the East line of Lots 2 & 3 of said Jotham Streeter's Plat to the Southeast corner of said Lot 3; thence West to the Southwest corner of said Lot 3; thence North to the Southeast corner of Lot 8 of said Jotham Streeter's Plat; thence West along the South line of said Lot 8 a distance of 971 feet; thence North to the South line of Seminary Road; thence West along said South line to the East line of North 12<sup>th</sup> Street; thence South along the East line of North and South 12th Street to South line of Harrison Street; thence West along said South line to the East line of Northwest Quarter of the Southwest Quarter of Section 11, Township 2 South, Range 9 West; thence South along said East line to the Easterly right-of-way of Illinois Route 57; thence South along said Easterly right-of-way to the North line of the Southeast Quarter of the Southwest Quarter of said Section 11; thence East along said North line to the Southeasterly line of RJ Peters Drive; thence Northeasterly along said Southeasterly line a distance of 266 feet; thence North a distance of 58 feet; thence East to the East line of the Southwest Quarter of said Section 11; thence South along said East line to the Southeast corner of the said Southwest Quarter, said point also being the Northwest corner of Glenhaven Subdivision; thence South to the Southeast corner of said subdivision; thence East to the Southeast corner of said subdivision; thence North to the South line South Hilltop Drive; thence East to the West line of South 8th Street; thence South along said West line a distance of 1139 feet; thence West a distance of 229 feet; thence South parallel with the West line of said South 8th Street a distance of 177 feet; thence East a distance of 21 feet; thence South parallel with the West line of said South 8th Street a distance of 216 feet; thence East to the West line of said South 8<sup>th</sup> Street; thence South along said West line to a point that is 284 feet South of the North line of the Southeast Quarter of Section 14, Township 2 South, Range 9 West; thence East parallel with said North line 607 feet; thence North to the North line of said Southeast Quarter; thence East along said North line to the Northeast corner of said Southeast Quarter; thence South to the Northwest corner of the Southwest Quarter of the Southwest Quarter of Section 13, Township 2 South, Range 9 West; thence East along the North line of the Southwest Quarter of said Southwest Ouarter to the West line of South 12<sup>th</sup> Street; thence South along said West line to the South line of Nieders Lane; thence East along said South line to the East line of the West half of the Northwest Quarter of Section 24, Township 2 South, Range 9 West; thence South along said East line to the Southeast corner of said West half; thence West along the South line of said West half a distance of 84 feet; thence Southwesterly along the Southeasterly line of a deed as recorded in Document No. 2011R-12424 to the East line of South 12<sup>th</sup> Street; thence South along said East line to the North line of the South half of the Southwest Quarter of said Section 24; thence East along said North line a distance of 890 feet; thence South to the centerline of a stream; thence Southeasterly along said centerline to South line of said Section 24; thence East to the Northeast corner of the

Northwest Quarter of Section 25, Township 2 South, Range 9 West; thence South along the East line of said Northwest Quarter to the Southeast corner of said Northwest Quarter; thence West along the South line of said Northwest Quarter to the Westerly right-of-way of Illinois Route 57; thence Southerly along said West line to the North line of the South half of Southwest Quarter of said Section 25; thence West along said North line to the East line of Chicago, Burlington and Quincy Railroad; thence Southeasterly along said East line to the North line of Section 36, Township 2 South, Range 9 West; thence continuing along said East line a distance of 678.8 feet; thence Northeasterly along the Southerly lines of two tracts as recorded in Book 501, Page 871 and Book 704, page 11675 and it's Easterly extension to the Easterly right-of-way of Illinois Route 57; thence Northwesterly along said Easterly right-of-way to the North line of said Section 36; thence East along said Section 36 to the Westerly line of South 24th Street; thence South along said West line a distance of 607 feet; thence West a distance of 475 feet; thence South 11 degrees West to the North line of South 24th Street; thence Westerly along said North line to the Westerly right-of-way of Illinois Route 57; thence Southerly along said Westerly right-of-way to a point 815 feet Southeasterly of the North line of Section 6, Township 3 South, Range 8 West; thence West to a point on the West line of said Section 6; thence North to the Southeast corner of Section 36, Township 2 South, Range 9 West; thence West to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 36; thence North to the Northwest corner of the Southeast Quarter of said Southeast Quarter; thence West to the Southwest corner of the Northwest Quarter of said Southeast Quarter; thence North to the Northwest corner of said Southeast Quarter; thence West along the South line of the Northwest Quarter of said Section 36 a distance of 638 feet; thence Southeasterly a distance of 94 feet; thence West a distance of 50 feet; thence Northwesterly a distance of 95 feet to a point on the South line of said Northwest Quarter; thence West to the West line of said Section 36; thence North along the West line of said Section 36 and the East line of Section 26, Township 2 South, Range 9 West to the Southeast corner of the Northeast Quarter of said Section 26; thence West to the Southwest corner of said Northeast Quarter; thence North to the Northwest corner of said Northeast Quarter; thence West to the Southwest corner of the Southwest Quarter of Section 23, Township 2 South, Range 8 West; thence North to the Northwest corner of said Southwest Quarter; thence West along the South line of Section 22, Township 2 South, Range 9 West to the Westerly right-of-way of the South Quincy Drainage District levee; thence Northerly along said Westerly right-of-way to the South line of Section 15, Township 2 South, Range 9 West, thence West along the South lines of Section 15 and 16 to the East bank of the Mississippi River; thence Northeasterly along said East bank to the North line of the Southwest Quarter of said Section 15; thence East along said North line and along the South line of property owned by the City of Quincy; a distance of 3172 feet to the Southeast corner of said City of Quincy property; thence North a distance of 2060 feet; thence North 79 degrees 30 minutes East a distance of 100 feet; thence North 31 degrees 30 minutes West a distance of 164 feet; thence North to the East bank of the Mississippi River; thence Northerly along said East bank to its intersection with the North line of Broadway extended; thence East along said North line to the East line of Bonansinga Drive; thence North along the East line of said Bonansinga Drive to its

intersection with the North line of Locust Street; thence East along said North line to the Point of Beginning.

Except the following described tract, beginning at the intersection of the East line of North 36<sup>th</sup> Street with the North line of Wismann Lane; thence North along said East line to the South line of Koch's Lane; thence East along said South line to the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 29, Township 1 South, Range 8 West; thence South to the Southwest corner of the Northeast Quarter of said Northwest Quarter; thence East to the West line of Central Illinois Public Service Company property; thence South along said West line to the North line of Wismann Lane and it's Easterly extension; thence West along said North line and it's Easterly extension to the Point of Beginning.

### <u>ENTERPRISE ZONE ADDITION – AIRPORT DEVELOPMENT AREA</u> 55 ACRE PARCEL AT QUINCY AIRPORT

A part of Section 34 in Township 1 South of the Base Line and in Range 7 West of the Fourth Principal Meridian, Adams County, Illinois, together with connecting acreage, being more particularly bounded and described as follows:

Beginning at the point of intersection of the Building Restriction Line (B.R.L.) running parallel with and 750 feet Northeasterly from the centerline of the Northwest-Southeast runway of Quincy Municipal Airport (Baldwin Field) and the Westerly right-of-way of Township Road 1700E; thence following said B.R.L. Northwesterly parallel with said Northwest-Southeast runway to its intersection with the Easterly B.R.L. for a future North-South runway, said Easterly B.R.L. being parallel with and 500 feet East of the centerline of said future North-South runway; thence following said B.R.L. northward parallel with said future North-South runway to its intersection with the Southeasterly B.R.L. being parallel with and 750 Southeasterly from the centerline of said Northeast-Southwest runway; thence following said B.R.L. Northeasterly to its intersection with the wst right-of-way line of the aforesaid Township Road 1700E; thence Southerly along said right-of-way to the point of beginning;

Together with a strip of land 2 feet wide, being 1 foot either side of the following described centerline:

Beginning at the intersection of a line 1 foot South of and parallel with the North line of Illinois Route 104 – Broadway Street and the East line of North 12<sup>th</sup> Street; thence Easterly along the line 1 foot South of and parallel with the North line of said Illinois Route 104 – Broadway Street to its point of intersection with a line parallel with and 1 foot West of the West right-of-way line of the aforesaid Township Road 1700E; thence Northerly along said parallel sine to its intersection with the Northeasterly Building Restriction Line (B.R.L.) of the aforesaid Northwest-Southeast runway.

### BROWN COUNTY ADDITION TO QUINCY/ADAMS COUNTY ENTERPRISE ZONE

Also including a 4 foot wide connecting strip for the Brown County Addition to the Quincy/Adams County Enterprise Zone being more fully described as follows:

From the point of beginning at the intersection of the existing Quincy/Adams County Enterprise Zone at the intersection of County Highway 4 and Illinois Route 104; thence Easterly along Illinois Route 104 for a distance of 2.01 miles (10,601.13 feet) to the intersection of County Highway 12, thence Northerly along County Highway 12 for a distance of 0.06 miles (314.45 feet) to the intersection of County Highway 48; thence Easterly along County Highway 48 for a distance of 10.49 miles (55,376.67 feet) to the intersection of County Highway 14 and continue East on County Highway 14 for a distance of 1.13 miles (5,977.83 feet) to the intersection of County Highway 47; thence continue North on County Highway 14 for a distance of 6.92 miles (36,550.47 feet) to US 24; thence Easterly on US 24 for a distance of 10.71 miles (56,544.84 feet) to the intersection of US 24 and Illinois Route 99 (Pittsfield Road) in Mt. Sterling; thence Southerly on Illinois Route 99 for a distance of 0.30 miles (1,581.44 feet) to the property line of Dot Foods, for a total distance of 31.62 miles (166,946 feet).

### DOT FOODS PARCEL

Encompassing the 265.91 acre parcel as follows:

A part of the Southwest Quarter of Section 16, the Southeast Quarter of Section 16, the Northeast Quarter of Section 16 and part of the Northwest Quarter of Section 21, all in Township 1 South of the Base Line, Range 3 West of the Fourth Principal Meridian, Brown County, Illinois, being more particularly bounded and described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section 16, said corner also being the Northwest corner of a 2.27 acre tract described in a deed recorded in Book 410 at Page 151 in the Recorder's Office of Brown County; thence South 00 degrees 13 minutes 36 seconds West on the boundary of said 2.27 acre tract a distance of 75.00 feet; thence North 88 degrees 10 minutes 31 seconds West on said boundary a distance of 1320.44 feet; thence North 00 degrees 14 minutes 33 seconds East on said boundary a distance of 75.00 feet to the Northwest corner of said 2.27 acre tract, said corner also being the Southwest corner of the Southeast Quarter of said Southwest Ouarter; thence continuing North 00 degrees 14 minutes 33 seconds East on the West line of the Southeast Quarter of said Southwest Quarter a distance of 140.40 feet to the Southeast corner of a 1.75 acre tract described in a deed recorded in Book 358 at Page 305 in said Recorder's Office; thence North 88 degrees 10 minutes 31 seconds West on the South line of said 1.75 acre tract a distance of 464.93 feet to a point on the Easterly right-of-way of Illinois Route F.A.S. 2585 (IL 99) as shown on a right-of-way plat by Michael E. Rapier Surveying, Inc. dated January 25, 2001; thence North 27 degrees 50 minutes 58 seconds West on said right-of-way line a distance of 33.48 feet; thence North

25 degrees 33 minutes 32 seconds West on said right-of-way line a distance of 250.20 feet; thence North 27 degrees 50 minutes 58 seconds West on said right-of-way line a distance of 250.00 feet; thence South 62 degrees 09 minutes 02 seconds West on said right-of-way line a distance of 15.00 feet; thence North 27 degrees 50 minutes 58 seconds West on said right-of-way line a distance of 300.00 feet; thence South 62 degrees 09 minutes 02 seconds West on said right-of-way line a distance of 4.12 feet; thence North 27 degrees 50 minutes 00 seconds West on said right-of-way line a distance of 349.30 feet; thence Northwesterly on said right-of-way line a distance of 996.74 feet on a curve to the right having a central angle of 27 degrees 59 minutes 55 seconds and a radius of 2039.69 feet, the chord of said curve bears North 13 degrees 50 minutes 03 seconds West, 986.85 feet; thence North 00 degrees 09 minutes 55 seconds East on said right-ofway line a distance of 330.99 feet to a point on the South line of the North 8 acres of the Northwest Quarter of said Southwest Quarter; thence South 87 degrees 15 minutes 13 seconds East on said South line a distance of 1271.35 feet to a point on the East line of the Northwest Quarter of said Southwest Quarter and the point on a boundary of a tract of land described in Book 463 of Deeds at Page 64 in the Office of the Brown County Recorder of Deeds and referenced in Exhibit "A" of said document as Tract 1; thence North 00 degrees 14 minutes 33 seconds East on said East line and said Tract 1 boundary to the Northeast corner of the Northwest Quarter of said Southwest Quarter, said corner also being the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 16: thence Easterly along the South line of said Southeast Quarter of said Northwest Quarter and said Tract 1 boundary to a point on a line parallel with and 27 feet Westerly from the East line of the Southeast Quarter of said Northwest Quarter; thence Northerly along said parallel line and said Tract 1 boundary to the Southwest corner of a tract of land described as Exception (a) to said Tract 1 in said Book 463 at Page 64; thence Easterly on the boundary of said Exception (a) a deed record distance of 80 feet; thence Northerly on said exception boundary a deed record distance of 38 feet; thence Easterly on said exception boundary a deed record distance of 222 feet to the West line of a second tract of land described in said Book 463 at Page 64 as Exception (b) to said Tract 1; thence Southerly along the boundary of said Exception (b) to a point a deed record 432.02 feet from the Southerly right-of-way of U.S. 24; thence Easterly along the boundary of said Exception (b) a record distance of 1011.51 feet; thence northerly along the boundary of said Exception (b) a record distance of 432.00 feet to a point on the Southerly right-of-way of U.S. 24; thence continuing Northerly 43.7 feet, more or less to a point on the North line of the Southwest Quarter of the Northeast Quarter of said Section 16; thence Easterly along said North line 30 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 16, said corner also being the Northwest corner of a tract of land described in Book 463 at Page 64 in the Office of the Brown County Recorder of Deeds and reference in Exhibit "A" of said document as Tract II; thence Southerly along the West line of the Southeast Quarter of said Northeast Quarter and the boundary of said Tract II to the South line of the North 18 rods plus 8 feet of the Southeast Quarter of said Northeast Quarter, said South line also being the South line of and exception to said Tract II described in said Book 463 at Page 64 as Exception (b); thence Easterly on said South lines to the West line of a tract of land

described as located in the Northeast corner of the Southeast Quarter of said Northeast Quarter and being 550 feet East and West by 860 feet North and South, said tract of land reference in said Book 463 at Page 64 as Exception (a) to said Tract II; thence Southerly on the West line of said Exception (a) to the South line of said exception; thence Easterly on said South line to the East line of said Section 16 and the boundary of said Tract II; thence Southerly on the East line of said Section 16 and said boundary to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 16; thence Easterly on said boundary and on the South line of the Northeast and Northwest Quarters of said Southeast Quarter to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 16; thence South 00 degrees 13 minutes 36 seconds West on the East line of said Southwest Quarter a distance of 1330.00 feet to the point of beginning, containing 270.4 acres more or less. Together with an 0.821 acre tract West of Illinois Route 99, for a total of 271.221 acres, more or less.

### ENTERPRISE ZONE ADDITION – MID TOWN BOUNDARY

A tract of land lying in part of the Southeast Quarter of Section 31, Township 1 South, Range 8 West and part of the Northeast Quarter of Section 6, Township 2 South, Range 8 West of the Fourth Principal Meridian, City of Quincy, Adams County, Illinois being more particularly described as follows;

Beginning at the Northwest corner of Lot 2 of Quincy Mall Subdivision Phase 5 plat as recorded in Document #2020-01229; thence in Northeasterly along the North line of said Lot 2 a distance of 1568 feet more or less to the intersection of said North line and the North line of the South half of said Southeast Quarter, said point also being on the South line of College Avenue; thence North to the North line of said College Avenue; thence East along said North line a distance of 305 feet more or less to the point of intersection of said North line and the West line and its Northerly extension of a tract shown as Parcel #23-7-0661-005 on said Quincy Mall Subdivision Phase 5 plat; thence South along said West line and its Northerly extension a distance of 210.5 feet more or less to the Southwest corner of said tract; thence East along the South line of said tract a distance of 110 feet more or less to the Southeast corner of said tract; thence North along the East line and its Northerly extension of said tract a distance of 210.5 feet more or less to the North line of said College Avenue; thence East along said North line to the Southeast corner of Lot 4 of Colonial Courts Subdivision; thence Northeasterly along the South line of said Lot 4 a distance of 113.04 feet; thence Southeasterly to the Northwest corner of Lot 1 in Block 1 of Town & Country Subdivision, said point being on the East line of North 36th Street; thence South along the East line of said North 36th Street a distance of 440 feet more or less to the point of intersection of said East line and the South line of said Lot 2 of Ouincy Mall Subdivision Phase 5; thence West along said South line and its Easterly extension of said Lot 2 a distance of 530 feet more or less to a property corner along the South and East line of said Lot 2; thence South continuing along the East line of said Lot 2 and its Southerly extension to the South right-of-way of FA 745 (IL 104) -Broadway Street; thence West along said South line to the point if intersection of said

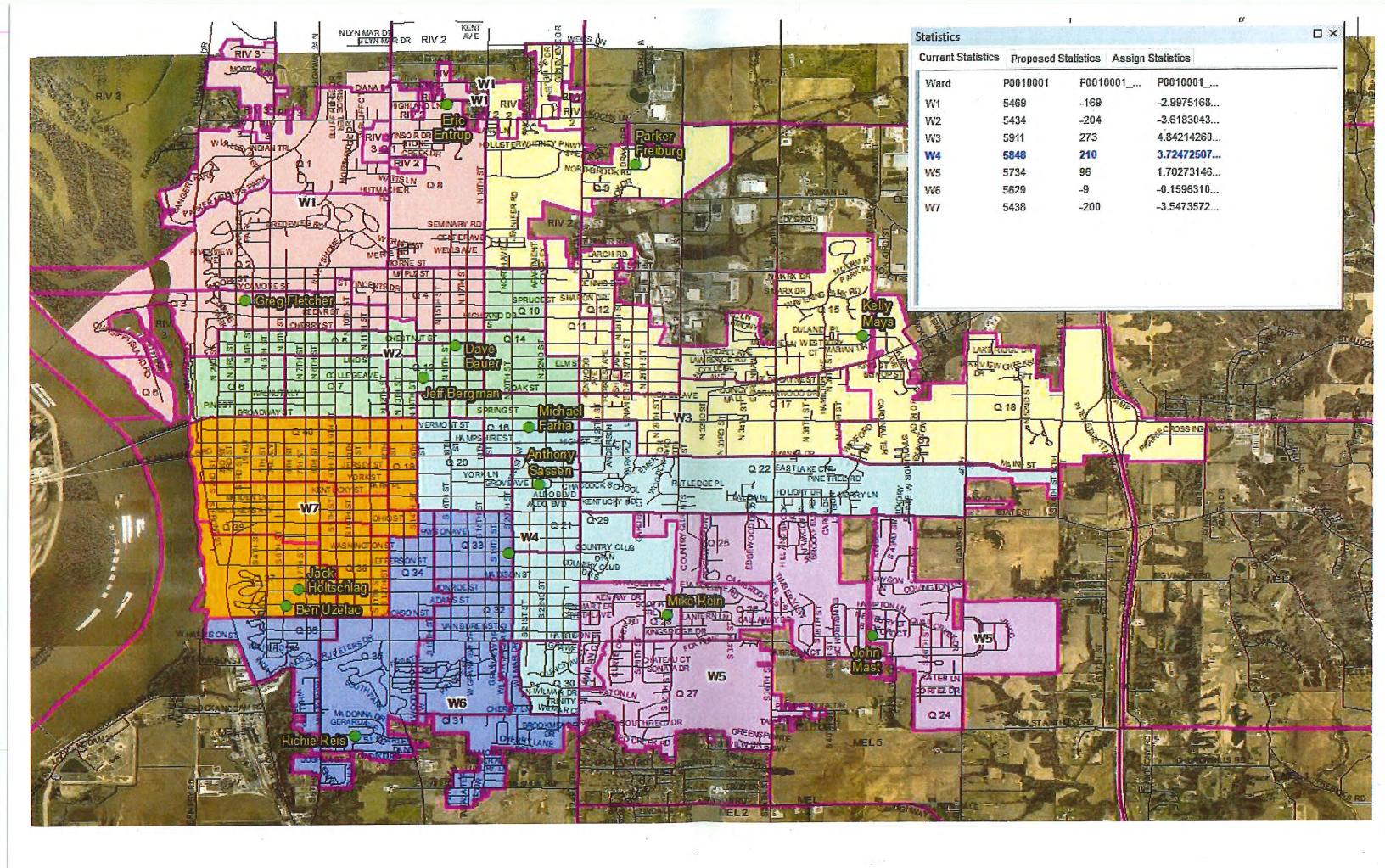
South right-of-way and the East line of Lot 5 and its Southerly extension of said Quincy Mall Subdivision Phase 5; thence North along said East line and its Southerly extension to the Northeast corner of said Lot 5; thence West along the North line of said Lot 5 and Lot 1 of said Quincy Mall Subdivision Phase 5 to the Northwest corner of said Lot 1; thence along the West line of said Lot 1 the following 5 courses, South 00 degrees 02 minutes East a distance of 12.00 feet; thence North 89 degrees 55 minutes West a distance of 12.00 feet; thence South 00 degrees 02 minutes 105.00 feet; thence South 89 degrees 55 minutes East a distance of 22.00 feet; thence South 00 degrees 02 minutes along said West line and its Southerly extension to a point on the Southerly right-of-way of said FA 745 (IL 104) - Broadway Street; thence West along said Southerly right-ofway a distance of 137.00 feet more or less to the point of intersection of said Southerly right-of-way and the East line and its Southerly extension of a tract shown as Parcel #23-7-0661-004 on said Quincy Mall Subdivision Phase 5 plat; thence North along said East line and its Southerly extension to the Northeast corner of said tract; thence West along the North line of said tract and the North line of Lot 7 of said Quincy Mall Subdivision Phase 5 to the Northwest corner of said Lot 7; thence South along the West line and its Southerly extension of said Lot 7 to the Southerly right-of-way of said FA 745 (IL 104) — Broadway Street; thence West along said Southerly right-of-way to a point at FA 745 (IL 104) Station 36+47, 51.65 feet right; thence Southwesterly continuing along said Southerly right-of-way to a point on the Easterly right-of-way of FA 745 - North 30th Street at Station 9+12, 40.00 feet right; thence Westerly to a point on the Westerly rightof-way of said FA 745 - North 30th Street at Station 8+99.63, 39.30 feet left; thence Northwesterly to a point on said FA 745 (IL 104) - Broadway Street right-of-way at Station 34+82.01, 57.58 feet right; thence North to a point on the Northerly right-of-way of said FA 745 (IL 104) - Broadway Street right-of-way at Station 34+92.23, 38.58 feet left; thence Northeasterly to a point on the Westerly right-of-way of said FA 745 - North 30<sup>th</sup> Street at Station 10+57.75, 53.72 feet left; thence continuing along said Westerly right-of-way to a point at Station 10+82.61, 41.73 feet left; thence continuing along said Westerly right-of-way to a point at Station 12+31.38, 42.32 feet left; thence continuing along said Westerly right-of-way to a point at Station 12+31.44, 30.32 feet left, said point being the Southeast corner of Lot 5 of James N. Whewell Addition; thence continuing along said Westerly right-of-way and the East line of said James N. Whewell Subdivision to the Northeast corner of Lot 14 of said James N. Whewell Subdivision; thence Easterly to the Northwest corner of the roadway for the Quincy Mall Subdivision Phase 5, said point also being the Southwest corner of a tract as shown as Parcel #23-7-0664-000 on said Ouincy Mall Subdivision Phase 5 plat; thence North 89 degrees 56 minutes along the North side of said roadway a distance of 420.00 feet; thence North 00 degrees 04 minutes a distance of 316.00 feet to the Point of Beginning.

Together with a strip of land 2 feet wide, being 1 foot either side of the following described centerline:

Beginning at the intersection of a line 1 foot South of and parallel with the North line of Illinois Route 104 – Broadway Street and the East line of North 12<sup>th</sup> Street; thence

Easterly along the line 1 foot South of and parallel with the North line of said Illinois Route 104 – Broadway Street to its point of intersection to a line defined as a point on said FA 745 (IL 104) – Broadway Street right-of-way at Station 34+82.01, 57.58 feet right and a point on the Northerly right-of-way of said FA 745 (IL 104) – Broadway Street right-of-way at Station 34+92.23, 38.58 feet left.

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ORDINANCE	NO.	

# AN ORDINANCE ADOPTING WARD MAP AND AMENDING TITLE I (GENERAL PROVISIONS) OF CHAPTER 11 (WARDS AND BOUNDARIES)OF THE MUNICIPAL CODE OF THE CITY OF QUINCY

WHEREAS, municipalities that elect aldermen by wards should review the population of those wards every ten (10) years following the national decennial census; and,

WHEREAS, if necessary, the boundaries of the wards are to be redrawn to ensure that the population of the wards are substantially equal as required under the United States Constitution; and,

WHEREAS, the US Census Bureau released data from the 2020 Census showing the City of Quincy's population; and,

WHEREAS, the Census data shows the current wards are not substantially equal; and,

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

WHEREAS, this Ordinance is being adopted pursuant to such authority, pursuant to section 11.01 of the Municipal Code of the City of Quincy, and such other authority as provided by law.

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

- Section 1. ADOPTION AND AUTHENTICATION OF OFFICIAL WARD MAP: Attached hereto and incorporated herein by reference is the official ward map of the City of Quincy, which ward map is hereby adopted. Upon the effective date of this Ordinance, the City Clerk shall authenticate the ward map by certifying to its adoption hereby and maintain on file an authenticated copy of the official ward map.
- Section 2. All ordinances and parts of ordinances in conflict with the provisions of this ordinance shall be and the same are, to the extent of such conflict, hereby repealed.
- Section 3. This ordinance shall be in full force and effect immediately from and after its passage and approval.

ADOPTED:	
	CTTY CLERK

APPROVED:	_			
			MAYOR	
Officially published :	in pamphlet	form	this	_ day of
, 202	21.			

### ORDINANCE NO.

### AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT

**WHEREAS,** Judith Percy & Kyra Corrigan did previously file a request for Approval of Conceptual Plan, Preliminary Plat and Final Plat with the City of Quincy, all in accordance with the Ordinances as provided; and,

**WHEREAS,** said Conceptual Plan and Preliminary and Final Plat have been approved by the City of Quincy, all in accordance with the Ordinances as provided; and,

**WHEREAS**, all requirements of Chapter 162 (Zoning Regulations) of the Municipal Code of the City of Quincy of 2015 have otherwise been complied with.

**NOW, THEREFORE,** pursuant to Chapter 162 of the Municipal Code of the City of Quincy of 2015, be it ordained by the Mayor and City Council for the City of Quincy, Adams County, Illinois, that a Special Permit for a Planned Development be and hereby is issued as follows:

SECTION 1. **Legal Description: P.I.N.:** 23-1-2286-000-00

Part of the Northwest Quarter (NW1/4) of Section Six (6) in Township Two (2) South of the Base Line, in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, bounded and described as follows: Commencing at a point on the North Line of Maine Street which is Two Hundred Sixty Eight (268) feet East of the intersection of the East line of 24<sup>th</sup> Street and the North line of Maine Street, thence running East on the said North line of said Maine Street a distance of Two Hundred Ninety-Two and Five Tenths (292.5) feet, more or less, to the West line of 25<sup>th</sup> Street, thence North along the West line of said 25<sup>th</sup> Street a distance of Three Hundred Eighty-Eight (388) feet, more or less, to the South line of Hampshire Street, thence West along the South line of Hampshire Street a distance of Two Hundred Ninety-Two and Five Tenths (292.5) feet, more or less, to a point due North of the point of beginning, thence South parallel to the West line of 25<sup>th</sup> Street Three Hundred Eighty-Eight (388) feet, more or less, to the place of beginning. [said that being a part of Block Three (3) in East Quincy] – commonly known as 2435 Maine Street

SECTION 2. Uses: To operate a dance studio and to operate a language school at 2435 Maine Street.

### **SECTION 3: Conditions:**

1. That the required off-street parking (based on city code) for the dance studio and the language school be clearly designated.

ADOPTED:	CITY CLERK	
APPROVED:	MAYOR	

### THE CITY COUNCIL

### OFFICIAL PROCEEDINGS

### REGULAR MEETING

Quincy, Illinois, November 1, 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, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 12. Absent: Ald. Entrup, Rein. 2.

Ald. Uzelac moved the absent aldermen be allowed the usual compensation for this meeting. Motion carried.

The minutes of the regular meeting of the City Council held October 25, 2021, were approved as printed on a motion of Ald. Uzelac. Motion carried.

Legal Counsel: Corporation Counsel Lonnie Dunn.

### The City Clerk presented and read the following:

### **PUBLIC FORUM**

Amanda Davis gave the council an update on the Homeless Service System.

### **PETITION**

By Quincy Elks Lodge #100 requesting permission to conduct a raffle and have the bond requirement waived from 10/18/21 to 11/13/21. The City Clerk recommends approval of the permit.

Ald. Sassen moved the prayer of the petition be granted. Motion carried.

### MONTHLY REPORTS

The monthly reports of the City Clerk, the City Treasurer, the City Comptroller for the month of October, 2021, and the Forestry Department, Mosquito Abatement, Sign & Paint, Recycling Division, and Street Cleaning for September, 2021, were ordered received and filed on a motion of Ald. Farha. Motion carried.

### REPORT OF PLAN COMMISSION

Recommending approval of a Special Permit for Planned Development to operate a dance studio and a language school at 2435 Maine St., presently zoned R3, as requested with the condition that the required parking (based on city code) for the dance studio/language school be clearly designated.

Ald. Farha moved the report be received and concurred in and an ordinance drafted. Motion carried.

### ILLINOIS DEPARTMENT OF INSURANCE PENSION ACTUARIAL VALUATION REPORT AS OF FISCAL YEAR END 2021 FOR FIRE DEPARTMENT

### ILLINOIS DEPARTMENT OF INSURANCE PENSION ACTUARIAL VALUATION REPORT AS OF FISCAL YEAR END 2021 FOR POLICE DEPARTMENT

Ald. Farha moved the reports be received and filed. Motion carried.

### QUINCY FIREFIGHTERS' PENSION FUND REQUIRED REPORT 5/01/2021

Fiscal Year Ended April 30, 2021

### 1. Total Assets as of April 30, 2021

• /	At Fai	r Market Value
Cash/Short Term Investments	\$	1,678,827
US Treasuries & US Agencies	\$	9,881,078
State and Local Obligations	\$	2,850,717
Mutual Funds	\$	3,347,557
Common Stock	\$	26,094,598
Insurance Annuity Contracts	\$	0
Receivables less Liabilities	\$	48,535

Total Assets at Fair Market Value	\$ 44,496,033
Actuarial value of Assets, 4/30/2021	\$ 39,847,748

### 2. Income

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll \$ 400,914 Employer Contributions and all other sources \$ 3,886,991 Total \$ 4,287,905

#### 3. Expenses

Estimated amount required during the next succeeding fiscal year to:

a) Pay all pensions and other obligations provided in this Article

\$ 4,445,300

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

Levy - Tax Year 2020 \$ 4,051,587 Levy - Tax Year 2021 \$ 3,868,680

### 4. Investment Information

Fiscal Year Ended April 30, 2021

Actual Net Income/(Loss) received from investment of net assets

\$ 6,945,277

Assumed Investment Return

6.50%

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

20.0%

Actuarial Asset Rate of Return

15.0%

### Fiscal Year Ended April 30, 2020

Actual Net Income/(Loss) received from investment of net assets

\$ (1,660,531)

Assumed Investment Return

6.50%

Market Value of Assets Rate of Return

(Net of Administrative Expenses)

0.06%

Actuarial Asset Rate of Return (Net of Administrative Expenses)

5.80%

### 5. Participants

Total number of Active Employees that are financially contributing to the fund: 58

### 6. Benefit Disbursements

Payments to beneficiaries for fiscal year ended April 30, 2021

<u>Annui</u>	<u>tants</u>	Tota	al Amount
(i) Annuitants in receipt of a regular retirement	pensio	n	
	54	\$ 3	3,106,383
(ii) Recipients being paid a disability pension	15	\$	684,644
(iii) Survivors and children in receipt of benefit	17	\$	445,679
(iv) Terminated Vested	0	\$	0
Total Benefits		\$ 4	4,236,705
Funding Ratio as of May 1, 2021			.0%
Unfunded Accrued Liability as of May 1, 2021			6,523,406

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

#### 9. Investment Policy

7.

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

### Certification

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

Witnessed this 18th day of October, 2021.

David Horman, President Paul Mason, Secretary David Harman, Trustee Sheri Ray, Trustee Greg Dreyer, Trustee Linda Moore, Treasurer

### **QUINCY POLICE PENSION FUND REQUIRED REPORT 5/01/2021**

Fiscal Year Ended April 30, 2021

### 1. Total Assets as of April 30, 2021

	At Fai	r Market Value
Cash/Short Term Investments	\$	1,344,464
US Treasuries & US Agencies	\$	9,004,915
State and Local Obligations	\$	7,113,617
Mutual Funds	\$	31,145,782
Common Stock	\$	0
Insurance Annuity Contracts	\$	0
Receivables less Liabilities	\$	76,813
Total Assets at Fair Market Value	\$	48,720,240
Actuarial value of Assets, 4/30/2021	\$	43,649,765

#### Income

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll 496,871 Employer Contributions and all other sources \$ 3,639,826 Total \$ 4,136,697

### 3. Expenses

Estimated amount required during the next succeeding fiscal year to:

a) Pay all pensions and other obligations provided in this Article

\$ 4,050,858

b) Meet the annual requirements of the fund as provided in Sections 3-125 and 3-127

Levy - Tax Year 2020 \$ 3,622,134 Levy – Tax Year 2021 \$ 3,638,400

### **Investment Information**

Fiscal Year Ended April 30, 2021

Actual Net Income/(Loss) received from investment of net assets

8,288,180

Assumed Investment Return

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

22.0%

6.50%

17.0% Actuarial Asset Rate of Return

### Fiscal Year Ended April 30, 2020

Actual Net Income/(Loss) received from investment of net assets

\$ (2,466,502)

Assumed Investment Return

6.50%

Market Value of Assets Rate of Return (ANL/Beginning Net Assets)

(0.21)%3.40%

Actuarial Asset Rate of Return (net of Admin Expenses)

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

### 6. Benefit Disbursements

Payments to beneficiaries for fiscal year ended April 30, 2019

Unfunded Accrued Liability as of May 1, 2021

- 47	inones to continue for install your ended in	,		. ,
	<u>Annuit</u>	tants	Pre	esent Value
(i)	Annuitants in receipt of a regular retirement p	ension	1	
		54	\$	2,973,466
(ii)	Recipients being paid a disability pension	7	\$	337,406
(iii)	Survivors and children in receipt of benefit	17	\$	635,628
(iv)	Transfers to other IL Public Employee Funds		\$	47,946
	Total Benefits		\$	3,994,445
Funding Ratio as of May 1, 2021			50	0.0%

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

\$42,858,041

### **Investment Policy**

7.

Illinois State Statutes restrict the types of investments that can be held by a police pension fund. The Quincy Police Pension Fund

has adopted its own investment policy that takes into account the statutory restrictions and provides further guidance.

### Certification

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

Witnessed this 25th day of October, 2021.

Samuel L. Tedrow, President Nathan R. Elbus, Vice President Travis R. Wiemelt, Secretary Ronald L. Dreyer, Trustee Linda K. Moore, Treasurer

Ald. Farha moved the reports be received and filed. Motion carried.

### **MAYOR'S APPOINTMENTS**

By Mayor Michael A. Troup making the appointments of Alderman Jack Holtschlag and Alderman Eric Entrup to the Ad Hoc Committee on Re-Districting the Wards.

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

### **PROCLAMATION**

By Mayor Michael A. Troup proclaiming November 3, 2021, as "Amtrak's 50th Anniversary Day." Ald. Sassen moved the proclamation be received and filed. Motion carried.

### RESOLUTION FOR PROCUREMENT OF ROAD SALT FOR THE 2021/2022 SNOW AND ICE SEASON

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, the Central Services Director and the Central Services Committee recommend to the Mayor and City Council that the unit price per ton of \$57.97 for a requested amount of 3,700 tons, totaling in the amount of \$214,489.00 be accepted.

(Motor Fuel Tax allocation for FY 2022 is \$240,000)

Kevin McClean

**Director of Central Services** 

Ald. Sassen moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

### RESOLUTION REAUTHORIZING RESIDENTIAL PROPERTY TAX REBATE

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 efforts to sell the positive aspects of Quincy as 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 is a program available to 25 individuals or families with the requirement that the individuals or families or their employer sign-up through 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 incentivize 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" is available to local residents who identify potential new workers who live outside of Adams County and could relocate to the City of Quincy; and

WHEREAS, GREDF has received 24 qualified Q-WRAP applications; and

WHEREAS, the City as well as local businesses and industries desire to continue to incentivize individuals or families to move from outside Adams County to within the City of Quincy for employment in Adams County.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the Quincy City Council reauthorize the Quincy Workforce Relocation Assistance Program (Q-WRAP) as a collaboration between the city and GREDF
  - 2) That an additional \$125,000 in funding be allocated for Q-WRAP
  - 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 1st day of November, 2021. Laura Oakman

City Clerk

Approved this 2nd day of November, 2021. Michael A. Troup

Mayor

Ald. Holtschlag moved for the adoption of the resolution, seconded by Ald. Uzelac, and on the roll call the following vote resulted: Yeas: Ald. Mast, Reis, Awerkamp, Uzelac, Holtschlag, Bauer, Mays, Freiburg. 8. Nays: Ald. Fletcher, Bergman, Farha, Sassen. 4. Absent: Ald. Entrup, Rein. 2. Motion carried.

### RESOLUTION

WHEREAS, the City of Quincy has non-union employees whose positions have not had a job classification and compensation study conducted in a significant number of years; and,

WHEREAS, the City of Quincy has a need to evaluate positions to ensure job responsibilities are distributed in a consistent and equitable manner; and,

WHEREAS, it has been the standard practice for municipalities to consult a reputable third party agency to give a fair market analysis of the classification and compensation for the City's non-union positions; and,

WHEREAS, GovHR is a public management consulting firm serving municipal clients and other public sector entities; and,

WHEREAS, GovHR provides public management, financial and human resource assistance; and

WHEREAS, the Human Resources Manager, and the Director of Administrative Services recommend to the Mayor and City Council that GovHR USA, LLC ("GovHR") conduct a classification and compensation study for the non-union city employees.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and City Council that GovHR USA, LLC ("GovHR") conduct a classification and compensation study for the non-union city employees at an estimated total cost of \$21,600.

Carrie Potter

Human Resources Manager

Jeff Mays

Director of Administrative Services

Ald. Sassen moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

### RESOLUTION

WHEREAS, the Quincy Police Department considers officer safety one of its highest priorities; and

WHEREAS, officer-involved shootings are dynamic, spontaneous situations that can occur at any time without warning; and

WHEREAS, the regular use of body armor is required by the Quincy Police Department and highly recommended by all law enforcement trainers; and

WHEREAS, the Quincy Police Department supplies body armor to all sworn officers and the Animal Control Officer; and

WHEREAS, the Quincy Police Department can purchase from the State of Illinois Bid List, where the vendor is the Ray O'Herron Company of Danville, IL; and,

WHEREAS, the Ray O'Herron Company has Point Blank Hi Lite, Level II ballistic vest packages available for \$820.00 each (including two under uniform shirt carriers and one exterior uniform carrier); and,

WHEREAS, the total amount for twenty-nine ballistic vest packages is \$23,780.00, which includes \$290.00 shipping; and.

WHEREAS, the Quincy Police Department has received a Patrick Leahy Bullet Proof Vest Partnership Grant that will reimburse half the total cost of twenty ballistic vest packages; 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 and the Police Department be allowed to purchase twenty-nine ballistic vest packages off the State of Illinois Bid List from the Ray O'Herron Company of Danville, IL, for a total cost of \$23,780.00

Robert A. Copley Chief of Police

Ald. Sassen moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

### RESOLUTION

WHEREAS, sworn police officers are the most valuable resource of any law enforcement agency; and

WHEREAS, police officers are charged with providing a safe and secure community for our residents; and

WHEREAS, police officers endure long hours, constant stress, and respond to all traumatic events that occur within our jurisdiction; and

WHEREAS, according to the DOJ's 2020 LEO Suicide Report to Congress, police officers are among one of the highest occupational groups to commit suicide; and

WHEREAS, each year police officer suicides often outnumber line of duty law enforcement officer deaths; and

WHEREAS, the Quincy Police Department takes seriously the physical and mental well-being of all of our police officers; and

WHEREAS, the Quincy Police Department recognized that regular mental health screenings, access to confidential counseling services, and training for both officers and their family members on how to recognize the signs of depression and post traumatic stress are vital to the mental well-being of our officers; and

WHEREAS, the Quincy Police Department recently applied for, and was awarded, the 2021 Law Enforcement Mental Health and Wellness Act Grant which provides \$109,043.49 of funding for the previously stated programs; and,

WHEREAS, this grant is a two-year reimbursement grant that requires no monetary match from the City of Quincy; and WHEREAS, the Quincy Police Department plans to use this funding to supplement existing mental wellness programs and provide mental health awareness training to Quincy law enforcement officers and their family members; and,

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the Mayor and City Council that the Quincy Police Department be allowed to accept the 2021 Law Enforcement Mental Health and Wellness Act Grant award in the amount of \$109,043.49.

Robert A. Copley Chief of Police

Ald. Sassen moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

### **ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance Vacating An Alley (The eastern 150-feet of the southernmost east west public alley located in the city block bounded by Kentucky St., S. 8th St., State St., and S. 7th St.)

Ald. Uzelac moved the adoption of the ordinance, seconded by Ald. Holtschlag, and on a roll call each of the 12 Aldermen voted yea, with 2 absent.

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

### **ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (No Stopping or Standing on the south side of Locust Street between 4th and 5th Streets).

### **ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking

Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (No Stopping or Standing zone on Maine Street from Emery Drive east to 30th Street).

### **ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Remove parking on the east side of South 6th Street between Kentucky and State Streets).

### **ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Remove parking on the west and east sides of North 7th Street between Broadway and Spring Street).

### **ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (Parking Schedules) Of The Municipal Code Of The City Of Quincy Of 2015 (Right Turn Only. All southbound traffic on North 7th Street between Broadway and Spring Street).

### REPORT OF FINANCE COMMITTEE

	Quincy, Illinois, November 1, 2021		
	Transfers	Expenditures	Payroll
City Hall		738.44	34,293.46
Planning & Dev	25,500.00		
9-1-1	9,000.00		
Building Maintenance		492.58	
Comptroller		0.00	13,816.54
Legal Department		0.00	11,647.01
Commissions		0.00	634.60
IT Department		0.00	10,555.21
Police Department		3,215.49	268,943.04
Fire Department		7,402.08	189,947.15
Public Works		678.69	46,236.75
Engineering		1,217.28	21,554.55
Tax Distribution/Subsidies		78,228.29	
GENERAL FUND SUBTOTAL	34,500.00	91,972.85	597,628.31
Planning and Devel		428.37	28,120.76
911 System		0.00	41,655.29
Transit Fund		280.28	71,889.66
Bridge Lighting Fund		98.68	
Capital Projects Fund		17,795.77	
Special Capital Funds		28.95	
Special Tax Alloc - TIF #2		3,000.00	
Special Tax Alloc - TIF #3		15,742.50	
2014 G/O Note Fund		12,460.01	
Water Fund		26,152.27	88,630.44
Sewer Fund		139,352.03	19,492.98
Quincy Regional Airport Fund		99.20	16,744.76
Garbage Fund		0.00	13,601.40
To Recycle Fund	1,000.00		
Recycle Fund		200.00	8,676.70
Central Garage		29,547.17	21,767.63
Self Insurance		1,349.90	9,695.91
Econ Dev Revolv Loan Fund		4,204.55	
Sister City Commission Fund		212.23	
BANK 01 TOTALS	35,500.00	342,924.76	917,903.84
ALL FUNDS TOTALS	35,500.00	342,924.76	917,903.84
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Michael Farha 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 the following vote resulted: Yeas: Ald. Fletcher, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Reis, Awerkamp, Uzelac, Holtschlag. 11. Recused: Ald. Mast. 1. Absent: Ald. Entrup, Rein. 2. Motion carried.

### **MOTIONS**

- Ald. Bergman referred to the Traffic Commission to consider a residential parking zone on Spring Street between 8th and 9th. Motion carried.
  - Ald. Holtschlag moved to allow a dumpster on city right-of-way at 237 N. 6th Street for 2 weeks. Motion carried.
- Ald. Holtschlag referred to the Traffic Commission, per request of the American Legion, the possibility of a cross walk on 8th Street, mid-block between Maine and Hampshire Street. Motion carried.

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

LAURA OAKMAN City Clerk

### **Quincy Barge Dock Committee**

Monday, November 22, 2021 6.00 p.m. Quincy City Council Chambers Quincy City Hall (1<sup>st</sup> Floor) – 730 Maine Street



### **AGENDA**

- 1) Call the Meeting to Order
- 2) Approval of Meeting Minutes from May 24, 2021.
- 3) Barge Dock Elevation Improvement Cost Review
- 4) Additional \$0.29 Customer Capital Improvement Unloading Fee
- 5) Status of Mid America Port Grant
- 6) New Business
- 7) Public Comment
- 8) Adjournment



### **Ad-Hoc Aldermanic Committee on Re-Districting City Wards**

### Alderman Eric Entrup and Alderman Jack Holtschlag

### **Meeting Minutes & Committee Recommendation**

The Ad-Hoc Aldermanic Committee on Re-Districting City Wards met Thursday, November 4, 2021, in the City Council Chambers of City Hall at 3:30 p.m. Aldermen Entrup and Holtschlag co-chaired the meeting. Aldermen Fletcher, Bergman, Mays, and Uzelac also attended. Statements sent by Aldermen Rein and Sassen were read to those in attendance.

The meeting opened with a discussion on Re-Districting Process and Guidelines. 2020 Census figures were released in late September 2021, showing Quincy's population dropped by 1,170 people, from 40,633 in 2010 to 39,463. The target population for equalized wards was established at 5,638 (39,463 total pop/7 wards). Current County Board, Ward, and Precinct boundaries were populated with the new numbers, with the following results for our wards:

		Difference	
Ward	Population	from Target	% Difference
1	5,469	-169	-3%
2	4,778	-860	-15.25%
3	5,911	273	4.84%
4	5,868	230	4.08%
5	6,370	732	12.98%
6	5,629	-9	16%
7	5,438	-200	-3.55%

The council committee establishes whether to re-map the wards and then adopts guiding principles for the remap process. Options are then considered, with a recommendation to the Council for change. An ordinance is introduced and passed. Aldermen slated to run for election in 2023 will run in the new map. These aldermen are Entrup (Ward 1), Bergman (Ward 2), Mays (Ward 3), Farha (Ward 4), Mast (Ward 5), Awerkamp (Ward 6), and Uzelac (Ward 7).

The Committee adopted the following guiding principles for this re-districting process. Federal and State Law require that districts be compact and contiguous and substantially equal in population. The Committee agreed with the County guidance that wards should be no more than 5% greater or less than the target number of 5,638. Five of our Seven wards are within the target. To equalize the population in the other two wards (Wards 2 & 5) require map changes.

Additional principles were then adopted, seeking to minimize disruption to voters and ward boundaries, as well as to minimize precinct splits.

Kevin Dicks, manager of GIS for the County then walked those in attendance through various mapping options. After lengthy discussion and review of a number of options, the committee recommended Option 1A---which moves Precinct 30 (population 636) from Ward 5 into Ward 4...and then moves those parts of Precincts 20 & 16 that are between Broadway and Oak from 14<sup>th</sup> to 24<sup>th</sup> Streets (population 656) from Ward 4 into Ward 2. This option does not change boundaries in four wards and brings the remaining wards to within the 5% target variance. It was the least disruptive option and makes the wards more compact and definable. The ward populations are changed as follows:

		Difference	
Ward	Population	from Target	% Difference
1	5,469	-169	-3%
2	5,434	-204	-3.61%
3	5,911	273	4.84%
4	5,848	210	3.72%
5	5,734	96	1.7%
6	5,629	-9	16%
7	5,438	-200	-3.55%

This recommendation will be introduced to the Council as an Ordinance on November 8, 2021 and will be advanced to the Adams County Clerk for his review prior to third reading passage.

The Committee adjourned at 4:45PM

Respectfully Submitted,

Jeff Mays, DOAS