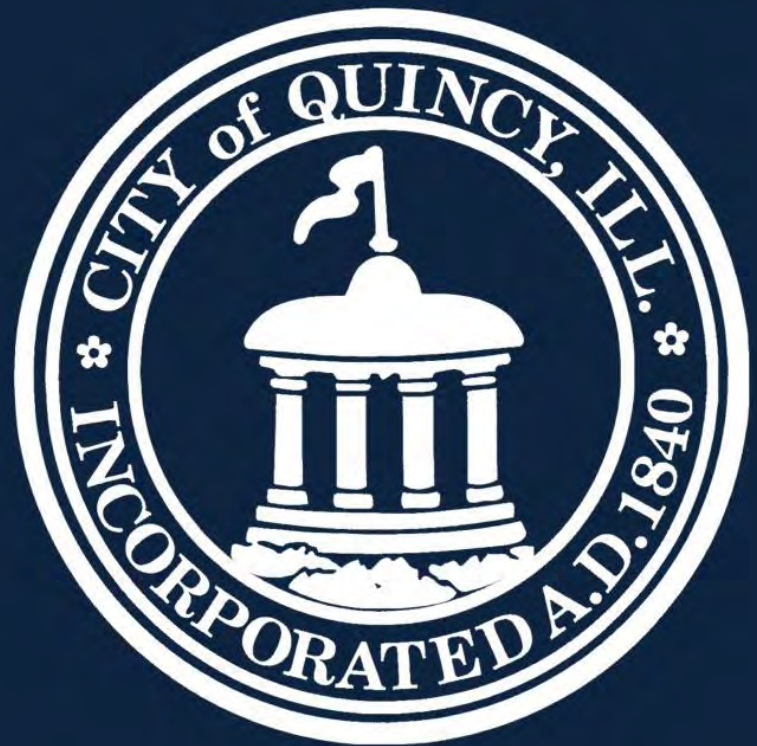


Council Meeting for December 28, 2021



CITY COUNCIL AGENDA

December 28, 2021

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

PUBLIC FORUM

RESOLUTIONS

Chief of Police and the Police Aldermanic Committee recommending approval to have the Quincy Police Department pay \$12,828.00 in tuition for Officer Richard Peat and Officer Eric Nielsen who recently completed the basic law enforcement training class at the Macon County Law Enforcement Training Center.

Quincy Transit Lines Director and the Comptroller recommending approval of a short-term loan of up to \$750,000, as needed, from the Cash Reserve Fund to the Quincy Transit Lines to pay operating expenses.

IT Manager and the Technology Committee recommending approval of the quote from SHI in the amount of \$7,900.10 for the BitDefender Annual Maintenance Renewal and that the IT Manager be authorized to generate a bill for the Quincy Public Library to reimburse the IT Department for their \$2,235.29 share of the renewal costs.

IT Manager and the Technology Committee recommending approval for a 3-year contract in the amount of \$14,434.20 with 3 annual payments of \$4,811.40 for the purposes of security awareness training and additional compliance training options.

IT Manager and the Technology Committee recommending approval of the quote from Accurate Home Audio, Inc. in the amount of \$18,550.15 for the upgrade of the City Council Chambers Audio/Video system.

Central Services Director and Purchasing Agent recommending approval of the purchase of a 2022 F-450 dump truck for \$82,660 with \$48,485 to Morrow Brother Ford, Inc of Greenville, IL for a chassis delivery and the remaining amount of \$34,175 be due when the truck bed has been installed, payable to Knapheide Truck Equipment.

Council Resolution Authorizing Submission And Support For Illinois DCEO Rebuild Downtowns And Main Streets Capital Grant Program Application.

Aeronautics Committee and Airport Director recommending approval of the quote from Liberty Surplus Insurance Corporation of Boston, MA for the renewal of required tank liability insurance in the amount of \$13,465.

ORDINANCES

Adoption of an Ordinance entitled:

An Ordinance Amending Chapter 40 (Boards And Commissions) Of The Municipal Code Of The City Of Quincy (2015). (Add Washington Theater Redevelopment Commission.)

First Presentation of an Ordinance entitled:

Wards 2, 7 An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Traffic Schedules) Of The Municipal Code Of The City Of Quincy Of 2015. (“Right Turn Only” for all southbound traffic at the intersection of 7th and Broadway.)

Ward 2 An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015. (“No Parking” on the west and east sides of North 7th Street from Broadway extending north to the alley entrances.)

An Ordinance Establishing The Small Rental Rehabilitation Program (SRRP).

REPORT OF FINANCE

EXECUTIVE SESSION

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



DEPARTMENT OF POLICE CITY OF QUINCY

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

December 23, 2021

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

**RE: PAYMENT OF TUITION FOR BASIC LAW ENFORCEMENT TRAINING AT
THE MACON COUNTY LAW ENFORCEMENT TRAINING CENTER**

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to seek approval to pay the tuition for Officer Richard Peat and Officer Eric Nielsen, who both recently graduated from the basic law enforcement training academy at the Macon County Law Enforcement Training Center. The total cost is \$12,828.00 and we intend to use funds in the police DUI account to pay this tuition.

In late July, 2021 the Quincy Police Department hired two new recruit police officers. These officers were hired to fill vacancies that were a result of two retirements. Officer Peat and Officer Nielsen attended the Macon County Law Enforcement Training Center from August 10th through November 24th, 2021.

Attending a certified basic law enforcement academy is vital to ensure recruit police officers get the fundamental training needed to prepare them for a career in law enforcement. The current MCLETC training academy curriculum includes 560 hours of training courses. These courses include, but are not limited to: Use of force, traffic and criminal code enforcement, interview and interrogation, report writing, basic investigations, firearms proficiency, emergency vehicle operations, evidence collection, etc. At the conclusion of the academy, the recruit officer takes the State Certification Exam. Officers Peat and Nielsen have both passed the exam.

The two basic law enforcement training academies primarily used by the Quincy Police Department are the Police Training Institute at the University of Illinois, Champaign, IL, and the Macon County Law Enforcement Training Center in Decatur, IL. Both of these training academies are certified through the Illinois Law Enforcement Training and Standards Board (ILETSB).

“Service – Pride – Dignity“

Until early 2020, it was standard practice for basic law enforcement training academy tuition to be paid via direct bill to ILETSB. On January 15th, 2020, the Quincy Police Department was notified that due to state funding deficits, direct tuition payment agreements between ILETSB and the basic law enforcement training academies were being temporarily suspended. We learned that the Quincy Police Department would be required to pay the tuition which covers training, meals, and lodging, for the officers currently attending the training academy.


The Quincy Police Department has the ability to seek reimbursement from ILETSB for any tuition paid to a certified basic law enforcement training academy. We have not had to do this for years due to the direct bill agreement between the training academies and ILETSB. With the current funding issues facing ILETSB, we are now required to make the payment up front and seek reimbursement from ILETSB after payment has been made. The reimbursement is subject to ILETSB's availability of funds.

The Macon County Law Enforcement Training Center charges \$12,548.00 tuition, room, and meals for two recruits. The invoice includes: \$50 "COVID-19 charge", \$60.00 for "OC Spray" training, and a \$630 charge for "Wearables." We received a \$460 credit due to the training academy being closed for two weeks due to COVID concerns. Once that tuition is paid, we intend to seek reimbursement from ILETSB for that same amount. Our plan is to use funds in the police DUI fund account (249-2110-402.39-07) to pay the tuition.

I respectfully ask for your approval to pay the Macon County Law Enforcement Training Center \$12,828.00 for tuition, room, and meals for Officer Eric Nielsen and Officer Richard Peat who have successfully completed basic police training at that location. If you have any questions, please feel free to contact me. In my absence, you may contact Deputy Chief Yates or Deputy Chief Pilkington.

Thank you for your attention to this request.

Sincerely,

A black rectangular redaction box covering the signature of the Chief of Police.

Chief of Police

RAC:ay

Ec: Mayor Troup
Mr. Jeff Mays, Director of Administration
Ms. Sheri Ray, Comptroller
Deputy Chief Pilkington
Ms. Gail Newell
Mary Ann Ervin

RESOLUTION

WHEREAS, the Quincy Police Department hired two new recruit police officers in July, 2021; and

WHEREAS, basic law enforcement training is vital to ensure recruit police officers get the fundamental training needed to prepare them for a career in law enforcement; and

WHEREAS, the two new officers, Richard Peat and Eric Nielsen, recently completed their basic law enforcement training at the Macon County Law Enforcement Training Center and passed the State of Illinois, Law Enforcement Officer Certification Exam; and

WHEREAS, until early 2020 the cost of tuition for recruit police officers to attend the basic training academy was paid for via direct bill by the Illinois Law Enforcement Training and Standards Board; and

WHEREAS, in early 2020 the Illinois Law Enforcement Training and Standards Board experienced a significant decrease in funding from the state of Illinois; and

WHEREAS, the Illinois Law Enforcement Training and Standards Board now requires all departments pay tuition up front for recruit police officers attending the basic law enforcement training class; and

WHEREAS, the department can then apply for reimbursement from the Illinois Law Enforcement Training and Standards Board to recoup the money used to pay for tuition for the recruit officer to attend the basic law enforcement training academy; and

WHEREAS, departments understand that reimbursements will be subject to the Illinois Law Enforcement Training and Standards Board availability of funds; now

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the City Council that the Quincy Police Department be granted authority to pay \$12,828.00 for tuition for Officer Richard Peat and Officer Eric Nielsen, who recently completed the basic law enforcement training class at the Macon County Law Enforcement Training Center.

Robert Copley
Chief of Police

December 28, 2021



**City of Quincy
Quincy Transit Lines**

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

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

Office: 217-228-4567

December 21, 2021

**Mayor Mike Troup
Honorable City Council Members**

Included on the Agenda for December 28, 2021 is a Resolution requesting a short term loan to Transit to defray operating expenses until State and Federal funding begins to come in to reimburse the expenses we accrue. This is a normal every year resolution to assist Transit and the loan funds have always been reimbursed to the General Fund

Grant applications are being submitted to IDOT for grant funds with awards pending in the amounts shown below for IDOT fiscal year 2022 (which begins July 1, 2021) in the total amount of \$5,848,866.

DOWNSTATE Grant-----	\$ <u>2,908,558</u>
FEDERAL Grant (5311) -----	\$ <u>600,253</u>
FEDERAL Grant (5311 CARES Act)-----	\$ <u>1,365,939</u>

Total of all Programs ----- \$ 5,330,064 (for eligible, actual expenses)

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

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

Resolution

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

WHEREAS, in addition to the above-mentioned grant, the City of Quincy has submitted an application for grant funding from the Illinois Downstate Public Transportation Operating Assistance (DOAP) with the State of Illinois under the provisions of the Illinois Downstate Public Transportation Act (30 IL CS 740/2-1, et. seq.) up to an amount of \$2,908,558 and;

WHEREAS, in addition to the above grants and additional grant through the FTA 5311 CARES Act, funding in the amount \$1,365,939 to be used to cover operating expenses, and;

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

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

WHEREAS, in order to cover the costs of providing uninterrupted essential transit service for the citizens of the Quincy area, it will be necessary to secure a short-term loan from the Cash Reserve Fund in the estimated amount up to \$750,000, said amount to be repaid with grant funds once received; now,

THEREFORE, the Director of Quincy Transit Lines and the Comptroller respectfully request that the Mayor and City Council approve a short-term loan of up to \$750,000, as needed, from the Cash Reserve Fund to the Quincy Transit Lines to pay operating expenses.

Marty Stegeman
Director of Operations
Quincy Transit Lines

Sheri Ray
Comptroller



CITY OF QUINCY

Department of Information Technology

*Corey Dean
IT Manager
City Hall – 730 Maine Street
Quincy, IL 62301
(217) 221-3675*

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: December 21, 2021

RE: BitDefender Annual Maintenance Agreement

The City of Quincy has been utilizing the BitDefender Endpoint Security Tools since 2016. The solution has been solid and the City has seen no major threats during the entire time that the solution has been in place.

The cost to renew the BitDefender Annual Maintenance Agreement is \$7,900.10. This cost includes both the City of Quincy and the Quincy Public Library endpoint devices. Special pricing for the solution is available with the two entities combined. The special pricing was awarded to the vendor SHI by BitDefender. The City of Quincy's portion of the \$7,900.10 is \$5,664.81 and the Quincy Public Library's portion is \$2,235.29.

I have spoken with Kathleen Helsabeck from the Quincy Public Library and she is fine with the City sending them a bill which would reimburse for the \$2,235.29 which is their share of the renewal.

RECOMMENDATION: The IT Manager and the Technology Committee recommends approval of the quote from SHI in the amount of \$7,900.10 be approved and that the IT Manager be authorized to generate a bill for the Quincy Public Library to reimburse the IT Department for their \$2,235.29 share of the renewal costs.

Thank you.

Corey Dean
IT Manager
(217) 221-3675

RESOLUTION

WHEREAS, the City of Quincy, Department of Information Technology has the responsibility of maintaining the security and integrity of all City of Quincy data; and,

WHEREAS, the City of Quincy and the Quincy Public Library have been utilizing the BitDefender Endpoint Security tools since 2016 with great success; and,

WHEREAS, SHI was awarded special pricing for the City of Quincy directly from the vendor; and,

WHEREAS, the special pricing is based upon a combined total of the devices from both the City of Quincy and the Quincy Public Library; and,

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

THEREFORE BE IT RESOLVED, the IT Manager and the Technology Committee recommend to the Mayor and City Council that the normal bidding requirements be waived and the quote from SHI. in the amount of \$7,900.10 be accepted for the BitDefender Annual Maintenance Renewal and that the IT Manager be authorized to generate a bill for the Quincy Public Library to reimburse the IT Department for their \$2,235.29 share of the renewal costs.

Corey Dean
IT Manager

December 21, 2021



CITY OF QUINCY

Department of Information Technology

*Corey Dean
IT Manager
City Hall – 730 Maine Street
Quincy, IL 62301
(217) 221-3675*

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: December 21, 2021

RE: KnowBe4 Solution Proposal

The IT Department has recently had to deal with a couple of Cyber-security issues, both were triggered by a user clicking a link contained in an email. In the world of Cyber-security, the end user is unfortunately the weakest link in the chain. When a trusting user clicks on a link which triggers a Cyber-security event, the associated actor has already gained access to your internal network. This process completely bypasses all of the other network and security measures that are in place.

The only effective way to deal with this “weak link” type of problem is to properly train the users.

The KnowBe4 solution has been used in the past by the City of Quincy and was quite effective. The City of Quincy moved away from the KnowBe4 solution when a similar solution was offered free of charge with the Cyber-security Insurance Policy that we were a part of through MICA. Unfortunately, MICA has now moved away from that Insurance provider and that is no longer an offering that we receive.

I reached out to KnowBe4 to discuss what offerings they currently have. Their current arrays of products are far superior to their previous offerings. The new training offerings are a much more real world type of training that the end users should be able to learn much more effectively, which will benefit everyone. There are also additional offerings that will make it possible for us to integrate other training solutions if it makes sense to do so.

The proposed contract agreement with KnowBe4 is a 39-month contract; the total cost of the solution is \$14,434.20. The total contract cost is broken down into 12-month segments as follows:

- \$4,811.40 NET 30 days
- \$4,811.40 NET 12 months
- \$4,811.40 NET 24 months

The cost for this training solution will be paid for out of the IT Department's budget.

RECOMMENDATION: The IT Manager and the Technology Committee recommends the 3-Year contract with KnowBe4 in the amount of \$14,434.20 with the 3-Year payment terms of \$4,811.40 each year be approved.

Thank you.

Corey Dean
IT Manager
(217) 221-3675

RESOLUTION

WHEREAS, the City of Quincy, Department of Information Technology has the responsibility of providing the technology and training to protect the integrity of all data for all employees; and,

WHEREAS, there have been recent malware incidents which bring attention to the need for some additional security awareness training for the end users; and,

WHEREAS, KnowBe4 is a vendor that the City of Quincy has utilized in the past with great success; and,

WHEREAS, KnowBe4 has additional training and Compliance Training options which should greatly improve the overall security awareness of the end users; and,

WHEREAS, KnowBe4 has provided a contract pricing structure which allows the first year contract purchase to be appropriated in the current fiscal year budget; now

THEREFORE BE IT RESOLVED, the IT Manager and the Technology Committee recommend to the Mayor and City Council that the 3-year contract in the amount of \$14,434.20 with 3 annual payments of \$4,811.40 be accepted for the purposes of security awareness training and additional compliance training options.

Corey Dean
IT Manager

December 21, 2021



CITY OF QUINCY

Department of Information Technology

*Corey Dean
IT Manager
City Hall – 730 Maine Street
Quincy, IL 62301
(217) 221-3675*

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: December 21, 2021

RE: City Council Chambers Audio/Visual Upgrades

The IT Department has continued to work with Accurate Home Audio which is a vendor that we were referred to by several people, including the Quincy Public Library. We have attempted to seek out additional vendors but have had no interest from the ones that were contacted.

I made contact again with Mike Milhauser from Accurate Home Audio to have him come back in to make sure that we could obtain an updated quote for the remainder of the work to be done on this project. I have received the updated quote and it came in at \$18,550.15.

The updated quote on the system provides us with an end-to-end solution for both the audio and video upgrades/enhancements that have been requested. This solution also implements the equipment that was previously purchased by the IT Department which was used in attempts to fix the existing system.

RECOMMENDATION: The IT Manager and the Technology Committee recommends the approval of the quote in the amount of \$18,550.15 for full replacement of the audio system and implementation of the requested video enhancements be approved and allowed to be presented to the full City Council for approval.

Thank you.

Corey Dean
IT Manager
(217) 221-3675

RESOLUTION

WHEREAS, the City of Quincy, Department of Information Technology has recently inherited the responsibility of operating and maintaining the audio/video system in the City Council Chambers; and,

WHEREAS, there have been several problems with proper operation of the existing City Council Chambers Audio/Video system; and,

WHEREAS, the City of Quincy heavily relies on the proper operation of the Audio/Video system to get the live meetings broadcast to both cable and social media; and,

WHEREAS, the Department of Information Technology has reached out to several vendors without response or interest; and,

WHEREAS, Accurate Home Audio is the only vendor that we have received a solid quote from after reaching out and walking through the current system; and,

WHEREAS, Accurate Home Audio, Inc. is a very qualified local vendor; now

THEREFORE BE IT RESOLVED, the IT Manager and the Technology Committee recommend to the Mayor and City Council that the normal bidding requirements be waived and the quote from Accurate Home Audio, Inc. in the amount of \$18,550.15 be accepted for the upgrade of the City Council Chambers Audio/Video system.

Corey Dean
IT Manager

December 21, 2021

RESOLUTION

WHEREAS, on November 15, 2021 the City Council adopted a resolution authorizing the purchase of a 2022 F-450 4x4 dump truck from Knapheide Truck Equipment in the amount of \$82,435; and,

WHEREAS, the 2022 F-450 has been delivered and there is now an amount due for the truck chassis to Morrow Brother Ford, Inc. of Greenville, Illinois; and,

WHEREAS, when the truck bed installation is completed, there will become a separate amount due to Knapheide Truck Equipment, Inc.; and,

WHEREAS, funding for the purchase of this truck is available in the Central Services Vehicle Replacement Fund; and,

THEREFORE BE IT RESOLVED, the Central Services Director and Purchasing Agent recommends to the Mayor and City Council that the total purchase amount be split to pay Morrow Brother Ford, Inc of Greenville, IL in the amount of \$48,485 as invoiced for the chassis delivery and the remaining amount of \$34,175 as quoted due when the truck bed has been installed payable to Knapheide Truck Equipment, for a total amount due of \$82,660.

Kevin McClean
Central Services Director

Mary Ann Ervin
Purchasing Agent
December 28, 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 Troup and Quincy City Council
FROM: Chuck Bevelheimer
DATE: December 22, 2021
SUBJECT: Rebuild Downtowns and Main Streets Capital Grant
Sixth Street Streetscape Project (Maine to Vermont)

The city in 2020 applied for a \$1.03-million grant through the Illinois DOT to help pay for the 6th Street Streetscape. The city's application was not funded as the vast majority of the DOT money went to hiking/biking trails as opposed to streetscapes.

The city was prepared to use \$650,000 in TIF dollars in FY 21/22 and in FY 22/23 to begin work on one block of the streetscape, with construction beginning in the spring of 2022. The timeline has changed, though, as the city learned of a new grant opportunity through the Illinois DCEO. The Rebuild Downtowns and Main Streets Capital Grant program has \$50-million set aside to fund "commercial corridors or downtown areas with multiple public-facing commercial establishments." The state says the goal is to help areas negatively affected by the pandemic.

Staff believes the 6th Street Streetscape is more in line with this grant than the IDOT grant, so staff met with the 6th Street property owners to discuss the application, which is due in mid-January. The property owners said they support the application, even if it delays construction.

The city is applying for approximately \$2.4-million. The state says a local match, while not required, will strengthen an application. As a result, staff proposes a match of \$2.05-million:

- \$1.25-million in TIF funds already allocated for the project in FY 21/22 and FY 22/23
- \$800,000 in water/sewer revenue identified for water/sewer work in this area.

This project has been identified in the Quincy Next Strategic Plan and is a top priority in the Quincy Regional Transportation Plan because it encourages economic development, improves infrastructure, promotes mobility and creates a destination in downtown Quincy.

The estimated cost of the project is \$4.45-million. If the grant is unsuccessful, the city will move ahead with plans to complete a scaled-back streetscape using the allocated TIF funding.

A resolution authorizing submission and support for the city's application was presented to the Central Services Committee on December 20th. The committee voted to forward the resolution to the full City Council with its support. The resolution is attached.

Please let me know if you have any questions.

**COUNCIL RESOLUTION AUTHORIZING SUBMISSION AND SUPPORT FOR ILLINOIS DCEO
REBUILD DOWNTOWNS AND MAIN STREETS CAPITAL GRANT PROGRAM APPLICATION**

WHEREAS, the Rebuild Downtowns & Main Streets Capital Grant Program will provide grants of up to \$3-million to support improvements and encourage investment in commercial corridors and downtowns that have experienced disinvestment, particularly in communities hardest-hit by the COVID-19 public health and economic crisis; and

WHEREAS, the Illinois Department of Commerce & Economic Opportunity says this grant is a component of both the Rebuild Illinois capital plan and the 2019 Illinois Economic Plan and will be supported in part by federal funding through the American Rescue Act; and

WHEREAS, the City of Quincy is applying for approximately \$2.4-million through the Rebuild Downtowns & Main Streets Capital Grant Program; and

WHEREAS, the intent of the grant is to help fund the cost of the 6th Street Streetscape, which spans North 6th Street from Maine Street to Vermont Street; and

WHEREAS, the 6th Street Streetscape includes resurfacing 6th Street, replacing sidewalks with ADA-compliant sidewalks, installing new street lighting, improving water and sewer lines, and adding other amenities; and

WHEREAS, the 6th Street Streetscape is identified in the Quincy Next Strategic Plan and in the Quincy Regional Transportation Plan as an opportunity to improve pedestrian and bicycle transportation and increase business traffic in the downtown; and

WHEREAS, it is necessary that an application be made, and agreements entered with the state of Illinois.

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the city of Quincy applies for approximately \$2,400,000 in grant funding from the Rebuild Downtowns and Main Streets Capital Grant program under the terms and conditions of the State of Illinois and shall enter into and agree to the understandings and assurances contained in said application.
- 2) That the city of Quincy does hereby commit up to \$1,250,000 from the TIF account for use as a local match for the Rebuild Downtowns and Main Streets Capital Grant program.
- 3) That the city of Quincy does hereby commit up to \$800,000 from its utility accounts to pay for water main and sewer improvements as a local match for the Rebuild Downtowns and Main Streets Capital Grant program
- 4) That the Mayor and City Clerk on behalf of the City Council execute such documents and all other documents necessary for the carrying out of said application.
- 5) That the Mayor and City Clerk are authorized to provide such additional information as may be required to accomplish the obtaining of such grant.

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

PASSED and APPROVED this day of December 2021.

SIGNED:

Michael A. Troup, Mayor

ATTEST:

Laura Oakman, City Clerk

RESOLUTION

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

WHEREAS, several fuel storage tanks are located at the airport; and,

WHEREAS, the Office of the Illinois State Fire Marshall requires the City of Quincy to obtain liability insurance on the above mentioned tanks as part of the annual financial responsibility reporting; and

WHEREAS, the current policy with Ace American Insurance Company is set to expire December 29, 2021; and,

WHEREAS, Liberty Surplus Insurance Corporation submitted a quote for a one year renewal of the policy in the amount of \$13,465 to be in effect December 29, 2021 to December 29, 2022.

NOW, THEREFORE BE IT RESOLVED, the Aeronautics Committee and Airport Director recommend to the Mayor and City Council that the quote from Liberty Surplus Insurance Corporation of Boston, MA for the renewal of required tank liability insurance be accepted in the amount of \$13,465.

Sandra Shore
Airport Director
December 28th, 2020



Insurance | Risk Management | Consulting

December 22, 2021

City of Quincy, Illinois / Quincy Regional Airport
730 Maine Street
Quincy, IL 62301

Re: Environment Liability
Liberty Surplus Insurance Corporation
Policy Effective: 12/29/2021 to 12/29/2022

Dear Gabriel and Mary-Ann:

Your Environment Liability policy will be renewing shortly. Attached is our quotation for Environment Liability coverage.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Liberty Surplus Insurance Corporation.
- The renewal premium is: \$13,000.00, plus
 - Surplus Lines Tax: \$455.00
 - Stamping Fee: \$10.00
 - **TOTAL: \$13,465.00**
 - TRIA can be purchased for an additional: \$390.00

You will receive an invoice from our office at time of binding.

- The premium is subject to minimum earned premium: 100% to bind.
- The premium is based upon storage tanks / application submitted and may be subject to audit.
- Defense costs are limited and included within the policy limits.
- Significant policy exclusions include but are not limited to the following:
 - Exclusion of Certified Acts of Terrorism - TRIA-ENV-E002-0315
 - Exclusion of TRIA and Other Acts - TRIA-ENV-ST-E004-1120
 - Exclusion of Terrorism - TRIA-ENV-E003-0315
 - Sanction Limitation and Exclusion Clause - SL-OFAC-0419
- The policy is claims-made and reported and contains the following restrictions and claims reporting requirements:
 1. Retroactive Date:
 - Tank ID – 9: 12/29/2016
 - Tank ID – 10: 12/29/2016
 - Tank ID – 12: 12/29/2016
 - Tank ID – 1: 12/31/2003
 - Tank ID – 2: 12/31/2004
 2. Definition of claim:
"Claim" means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.
- Immediately report all claims to:
 - Email: GGB.NRCCclaimsCenter@ajg.com
 - Phone: 855-497-0578
 - Fax: 225-663-3224

Direct Reporting:

www.ajg.com

09\BSD\29898-form Non-CA



Insurance | Risk Management | Consulting

- Liberty Surplus Insurance Corporation
 - Email: USClaims@ironshore.com
 - Fax: 646-826-6601
 - Phone: (888) 292-0249
- Gallagher is responsible for the placement of the following lines of coverage: Environment Liability.

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

- Should you elect to change carriers (if a new retro-active date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration dates. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (36) months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



Insurance | Risk Management | Consulting

To renew this policy, please refer to the “Client Authorization to Bind Coverage” page attached.

Note any changes you desire to be made. Date and sign. Return prior to the effective date of coverage.

1. Subject to Written request to bind prior to policy effective date
2. Subject to Signed TRIA rejection form

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Marissa Olszewski

Marissa Olszewski
Client Service Manager

Enclosure



Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Environment Liability	Liberty Surplus Insurance Corporation	N/A	\$13,465.00	15%	N/A

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
3. The commission rate is a percentage of annual premium excluding taxes & fees. * Gallagher is receiving 15% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



Insurance | Risk Management | Consulting

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.



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Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008



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CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Liberty Surplus Insurance Corporation	A XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



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**CITY OF QUINCY, ILLINOIS / QUINCY REGIONAL AIRPORT
CLIENT AUTHORIZATION TO BIND COVERAGE**

After careful consideration of Gallagher's proposal dated **December 22, 2021**, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
Bind All Policies As Shown Herein:		
		Environment Liability (Liberty Surplus Insurance Corporation) Premium: \$13,465.00
Bind TRIA Terrorism Coverage As Quoted		
		TRIA Premium (Additional): \$390.00

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Client Signature

Dated

TO: **Marissa Olszewski** **VIA EMAIL**
 ARTHUR J GALLAGHER RISK MNGT SERV INC
 2850 Golf Road
 Rolling Meadows, IL
 60008
 marissa_olszewski@ajg.com

REGARDING: **City of Quincy, Illinois / Quincy Regional Airport**
 730 Maine Street
 Quincy, IL 62301

DATE: December 22, 2021

QUOTATION

**QUOTE NUMBER/
RENEWAL OF:** 119698

POLICY FORM: Storage Tank Third Party Liability, Corrective Action and Cleanup Policy ENV-ST-P001-0418

ISSUING COMPANY: Liberty Surplus Insurance Corporation (LSIC), AM Best Rated A, XV
 175 Berkeley Street
 Boston, MA 02116

INSURING AGREEMENTS: 1.a. Third Party Bodily Injury and Property Damage
 1.b. Cleanup of Pollutants Due to Underground Storage Tank Releases
 1.c. Cleanup of Pollutants Due to Aboveground Storage Tank Releases

EACH INCIDENT DEDUCTIBLE See attached tanks schedule

POLICY PERIOD: December 29, 2021 – December 29, 2022

RETROACTIVE DATE: Please see schedule attached at the end of the document

LIMITS OF LIABILITY:

Option	Per Each Pollution Incident	Aggregate Limit	Aggregate Claims Expense Limit	Policy Premium (Excluding TRIA)	Commission
1	\$1,000,000	\$6,000,000	\$1,000,000	\$13,000.00	15%

City of Quincy, Illinois / Quincy Regional Airport

December 22, 2021

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TERRORISM:

Additional premium (3%) applies if this coverage is selected. See attached Terrorism Disclosure statement. If selected, the policy will provide both Certified and Noncertified Acts of Terrorism Coverage. A total terrorism exclusion will apply if this coverage is not elected

Coverage for losses resulting from:	Premium Charge
“Certified acts of terrorism”	1.5 % of Base Policy Premium
Noncertified acts of terrorism	1.5 % of Base Policy Premium

COVERED LOCATIONS & STORAGE TANKS:

Loc. #	Location Name		Street Address			City	State	Postal Code		
1	City of Quincy		1645 Illinois 104			Quincy	IL	62305		
Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro. Date	Deductible
1	1	9	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016	\$250,000
1	2	10	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016	\$250,000
1	3	12	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Gasoline	December 29, 2016	\$250,000
1	4	1	AST	2003	2,000	Coated or Bare Steel	Double Wall	Diesel Gasoline	December 31, 2003	\$25,000
1	5	2	AST	2004	500	Coated or Bare Steel	Double Wall	Diesel	December 31, 2004	\$25,000

ADDITIONAL TERMS AND CONDITIONS WILL APPLY:

1. Service of Suit Clause - Illinois SC-3 (08/18)
2. Exclusion of Certified Acts of Terrorism TRIA-ENV-E002-0315
3. Cap on Losses Endorsement TRIA-E002-0315
4. Exclusion of TRIA and Other Acts TRIA-ENV-ST-E004-1120
5. Exclusion of Terrorism TRIA-ENV-E003-0315
6. Disclosure-Terrorism Risk Insurance Act TRIA-N004-0420
7. Sanction Limitation and Exclusion Clause SL-OFAC-0419
8. Claim and Notice Reporting E-TX-27 (10-19)
9. Schedule of Covered Locations and Storage Tanks Amendatory Endorsement E-TX-1 (7/02)
10. Notice Of Underground Storage Tank Removal E-TX-17 (10-19)
11. Cancellation - 100% Minimum Earned Premium E-TX-5 (02/19)
12. Deductible Amendatory Endorsement (Scheduled) E-TX-MAN (09/18)
13. Known Pollution Incident Exclusion Amendatory Endorsement E-TX-24 (06.16)

THIS QUOTE IS SUBJECT TO THE RECEIPT AND SATISFACTORY REVIEW OF THE FOLLOWING REQUESTED INFORMATION. We reserve the right to rescind our quote or issue a revised one based on our review of requested information.

1. Written request to bind prior to policy effective date
2. Surplus Lines License Information
3. Signed and completed Ironshore application
4. Signed TRIA rejection form
5. USEPA Approved Leak Detection Results

City of Quincy, Illinois / Quincy Regional Airport

December 22, 2021

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6. Pollution Loss Runs / No Known Pollution Loss Letter
7. Evidence of Expiring Coverage to Honor Retroactive Date
8. Financial Reports

LIU Environmental reserves the right to perform an Environmental Site Survey during the policy period. This survey will be at LIU Environmental's own expense.

If coverage is bound, the premium is due in full within 30 days of the effective date to Liberty Surplus Insurance Corporation. It is your responsibility to collect and pay all applicable taxes and fees.

This quotation is a summary of coverage and not a binder of insurance. Actual policy terms and conditions will apply if coverage is bound. Please review specimen policy carefully. The coverage offered in this quotation might differ from that requested.

This quote is valid until 12:01 AM on January 21, 2022

Thank you for giving us the opportunity to work with you on this account.

Best regards,



Signature of authorized representative of Insurer

Megan Pollack

Name

Production Specialist

Title

Ironshore, Environmental
28 Liberty Street, 5th Floor
New York, NY 10005
Email: IronEnviroTanks@ironshore.com

City of Quincy, Illinois / Quincy Regional Airport

December 22, 2021

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Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

**POLICYHOLDER DISCLOSURE
NOTICE OF OFFER TO PURCHASE
TERRORISM INSURANCE FOR POLICY PERIOD**

This notice contains important information about the Terrorism Risk Insurance Act and your option to purchase terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments (“TRIA” or the “Act”) establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. Currently, if an individual insurer’s losses from “certified acts of terrorism” exceed a specified deductible amount, the government will reimburse the insurer for a percentage of losses (the “Federal Share”) paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the “Program Trigger”. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury. Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR “CERTIFIED ACTS OF TERRORISM” AND DISCLOSURE OF PREMIUM

TRIA requires insurers to offer coverage for losses resulting from “certified acts of terrorism” that could otherwise be excluded and to specify the premium for this coverage. You have the option to accept or reject this coverage.

A “certified act of terrorism” means an[y] act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland, and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to –
 - a. human life;
 - b. property; or
 - c. infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of –
 - a. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - b. the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

HOW THE ACT AFFECTS YOUR POLICY AND WHAT YOU MUST DO

SELECTION OR REJECTION OF OPTIONAL TERRORISM INSURANCE COVERAGE

You have the option of purchasing coverage for losses resulting from “certified acts of terrorism.” Coverage for losses resulting from “certified acts of terrorism” is still subject to, and may be limited by, all other terms, conditions and exclusions contained in your policy.

The premium charge for this coverage for the policy period is determined by applying ___% to the Base Policy Premium.

Note: With respect to Excess policies, this offer of coverage pertains only to those lines of business covered by TRIA and, more specifically, does not apply to commercial automobile insurance or to any line of business excluded by TRIA. In addition, this offer of coverage for “certified acts of terrorism” is expressly conditioned upon your acceptance of coverage for “certified acts of terrorism” on all underlying insurance policies that are subject to TRIA. If you reject such coverage on your primary liability policies, you must also reject it on your Excess policy.

If you reject this offer, you will not be covered for losses resulting from “certified acts of terrorism.”

Please indicate on the attached coverage election form, whether you accept or reject this offer. If we do not receive a completed Terrorism Coverage Election Form from you, coverage for “certified acts of terrorism” will be excluded from your policy.



TERRORISM COVERAGE ELECTION FORM

PLEASE INDICATE YOUR ELECTION TO ACCEPT OR REJECT THIS OFFER BELOW:

- I hereby elect to purchase coverage for “certified acts of terrorism” for the policy period for 3% of the Base Policy Premium.
- I hereby reject this offer of coverage for the policy period. I understand that by rejecting this offer, I will have no coverage for losses arising from “certified acts of terrorism.”

POLICYHOLDER ACKNOWLEDGEMENT

I hereby acknowledge that I have received notice of TRIA, the federal share of compensation for “certified acts of terrorism,” the premium charge for losses covered by TRIA, and the Company’s limit of liability should losses covered by TRIA exceed \$100 billion.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your sales representative or agent.

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 1

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE – ILLINOIS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

Liberty Surplus Insurance Corporation hereby appoints the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as the agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance.

A copy of any process, "suit", complaint or summons may be made upon the Office of the General Counsel, North America Specialty, Liberty Mutual Insurance, C/O Liberty Surplus Insurance Corporation, 175 Berkeley Street, Boston, MA 02116.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 2

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

It is hereby agreed that the policy is amended as follows:

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "business interruption", "clean-up costs", "corrective action", "defense expense" or "property damage" as may be defined in any applicable Coverage Part, or Policy or underlying insurance.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 3

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

A. Cap on Certified Act of Terrorism Losses

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed

\$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 4

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

It is hereby agreed that the policy is amended as follows:

A. The following exclusion is added:

The insurance does not apply to Terrorism.

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. For the purposes of this endorsement, the following definitions are added:

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



1. "Any injury or damage" means any injury or damage covered under the Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", business interruption, "clean-up" costs, "corrective action", or "property damage", as defined in the Policy.
 2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - (c) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under the Policy.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 5

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

It is hereby agreed that the policy is amended as follows:

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury, damage or loss covered under any Coverage Part, Policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to "bodily injury", "business interruption", "clean-up costs", "corrective action", "defense expense" or "property damage" as may be defined in any applicable Coverage Part, Policy or underlying insurance.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



2. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
3. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the “terrorism” and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of “terrorism” which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of “terrorism” and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of “terrorism”, there is no coverage under this Coverage Part or Policy.

In the event of any incident of “terrorism” that is not subject to this Exclusion, coverage does not apply to “any injury or damage” that is otherwise excluded under this Coverage Part or Policy.

- C.** The following is hereby added to the Policy and shall apply to all coverages:

This exclusion shall not apply to coverage for “certified acts of terrorism” if you have elected to purchase such coverage. However, with respect to any one or more “certified acts of terrorism”, we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 6

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

Federal Participation In Payment Of Terrorism Losses

If an individual insurer's losses from certified acts of terrorism exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for the Federal Share of losses paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger".

Beginning calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 7

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

All other terms, conditions and exclusions of this policy remain unchanged.

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 8

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM AND NOTICE REPORTING

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

POSTAL SERVICE to:
Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005

E-MAIL to:

USClaims@ironshore.com

FAX to:
646-826-6601

By phone via:
24 Hour Claims Phone Number:
(888) 292-0249

All other terms and conditions remain unchanged.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 9

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS AMENDATORY ENDORSEMENT

It is agreed that **Item 6.a** and **Item 6.b** of the Declarations are deemed to include the following:

Item 6.a. Covered Locations

Loc. #	Location Name	Street Address	City	State	Postal Code
1	City of Quincy	1645 Illinois 104	Quincy	IL	62305

This policy will not provide coverage for any Covered Location(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

Item 6.b. Covered Storage Tanks

The following Storage Tank(s) is (are) covered under the policy:

Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro.Date	Deductible
1	1	9	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016	\$250,000
1	2	10	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016	\$250,000
1	3	12	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Gasoline	December 29, 2016	\$250,000
1	4	1	AST	2003	2,000	Coated or Bare Steel	Double Wall	Diesel Gasoline	December 31, 2003	\$25,000
1	5	2	AST	2004	500	Coated or Bare Steel	Double Wall	Diesel	December 31, 2004	\$25,000

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



If an Anniversary Date is listed, the above-listed tank(s) will be deleted from the above schedule on the corresponding above-listed Anniversary Date(s), respectively, unless updated integrity test results (Acceptable to the Company) are received by the Company sixty (60) days prior to the listed anniversary date and approved in writing by the company.

This policy will not provide coverage for any Storage Tank(s) other than the above-listed unless specifically scheduled onto the policy by endorsement.

All other terms and conditions remain unchanged.

Specimen

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 10

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

It is agreed that the following is added to **SECTION IV – CONDITIONS:**

NOTICE OF UNDERGROUND STORAGE TANK REMOVAL

- a.) We must be given, in writing, notice for all “underground storage tank system” removals. The notice must be received by us 10 days prior to any such removal and sent via overnight delivery to the attention of :

Ironshore Environmental Claims CSO
28 Liberty Street, 5th Floor
New York, NY 10005

E-MAIL to:
IronEnviroTankPull@ironshore.com

FAX to:
646-826-6601

By phone via:
24 Hour Claims Phone Number:
(888) 292-0249

- b.) We reserve the right to have a representative present for all “underground storage tank system” removals.

All other terms and conditions remain unchanged.

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 11

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION – 100% MINIMUM EARNED PREMIUM

It is agreed that subparagraph e. of the condition entitled **Cancellation** set forth in **SECTION IV – CONDITIONS** is deleted in its entirety and replaced with the following:

- e. The premium amount stated in the Declarations shall be one hundred percent (100%) earned at inception. In the event this policy is cancelled, we shall have no obligation to return any premium to the Named Insured.

All other terms and conditions remain unchanged.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy)



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 12

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE AMENDATORY ENDORSEMENT (SCHEDULED)

It is agreed that any "claim" arising from, out of, caused by, resulting from, contributed to, or in any way related to any "pollution incident" discovered during any "removal" or "investigation" of the below scheduled "underground storage tank systems" will be subject to a **1,000,000** per incident deductible, insured under this policy.

Schedule of Covered Locations and Storage Tanks

Loc. #	Location Name	Street Address	City	State	Postal Code				
1	City of Quincy	1645 Illinois 104	Quincy	IL	62305				
Loc. #	Tank #	Tank ID	UST/AST	Year Installed	Capacity Gallons	Construction	SW/DW	Contents	Retro Date
1	1	9	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016
1	2	10	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Jet Fuel	December 29, 2016
1	3	12	UST	1991	12,000	ACT 100 FRP Clad Steel	Double Wall	Gasoline	December 29, 2016

It is agreed that the following is added to **SECTION VI – DEFINITIONS:**

"Removal" means the removal of any "underground storage tank system", whether in part or in its entirety, with no prior knowledge of a failure in or "pollution incident" from the "underground storage tank system".

"Investigation" means the taking or testing of soil or groundwater performed at or under any "covered location" by any insured, or any other party, and which is not required as the result of a failure in or verified "pollution incident" from the "underground storage tank system". "Investigation" shall include, but not be limited to, an investigation at or under a "covered location" that is performed as part of a property transfer, sale, lease or financing transaction.

All other terms and conditions remain unchanged.

**Storage Tank Third Party Liability,
Corrective Action and Cleanup
Policy)**



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

ENDORSEMENT NO. 13

Effective Date: December 29, 2021
Policy Number: 119698
Issued To: City of Quincy, Illinois / Quincy Regional Airport

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWN POLLUTION INCIDENT EXCLUSION AMENDATORY ENDORSEMENT

It is agreed that the following is added to SECTION I, INSURING AGREEMENT, Paragraph 3. – Exclusions – Coverages A, B, C:

Any liability or "claim" arising from, out of, caused by, resulting from, contributed to, or in any way related to the "pollution incident" located at 1647 Highway 104, Quincy, IL, 62301, as described in Leak Test Report, T 3: Jet A, December 21, 2021.

All other terms and conditions remain unchanged.



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")
175 Berkeley Street, Boston, MA 02116
Toll-free number: 1-800-677-9163

Effective Date:	December 29, 2021
Policy Number:	119698
Issued To:	City of Quincy, Illinois / Quincy Regional Airport

STORAGE TANK THIRD-PARTY LIABILITY CORRECTIVE ACTION AND CLEANUP POLICY

This policy provides:

- claims-made and reported coverage for storage tank third-party bodily injury and property damage liability;
- claims-made and reported (and "confirmed releases" discovered and reported) coverage for cleanup costs for aboveground storage tanks; and
- claims-made and reported (and "confirmed releases" discovered and reported) coverage for cleanup costs for underground storage tanks.

Defense costs will reduce both the deductible amount and the separate limit of insurance available to pay legal defense costs.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us", "our" and the "company" refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to **DEFINITIONS (SECTION VI)**. Insured means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II)**.

SECTION I – INSURING AGREEMENT

1. Coverages

- a. Subject to the Limits of Insurance and the Deductible:

Coverage A: Third Party Bodily Injury and Property Damage

We will pay those sums that the insured becomes legally obligated to pay for compensatory damages because of "bodily injury" and "property damage" that arises from a "pollution incident" on, at, under or migrating from the "covered location", provided a "claim" is first made and reported to us during the "policy period" or Extended Reporting Period, if applicable.

Coverage B: Cleanup of Pollutants Due to Underground Storage Tank Releases

We will pay those reasonable and necessary costs that the insured incurs for "cleanup", "restoration costs" and "fines and penalties" due to a "confirmed release" resulting from a "pollution incident" from an "underground storage tank system", provided that:

- (1) a "claim" arising from a "confirmed release" is first made during the "policy period" or during the Extended Reporting Period, if applicable; or

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

- (2) the insured discovers the “confirmed release” during the “policy period” or during the Extending Reporting Period, if applicable.

Coverage C: Cleanup of Pollutants Due to Aboveground Storage Tank Releases

We will pay those reasonable and necessary costs that the insured incurs for “cleanup”, “restoration costs” and “fines and penalties” due to a “confirmed release” resulting from a “pollution incident” from an “aboveground storage tank system”, provided that:

- (1) a “claim” arising from a “confirmed release” is first made during the “policy period” or during the Extended Reporting Period, if applicable; or
 - (2) the insured discovers the “confirmed release” during the “policy period” or during the Extending Reporting Period, if applicable.
- b. The insurance provided under **Coverage A**, **Coverage B** and/or **Coverage C** applies only if:
- (1) The “pollution incident” commences on or after the Retroactive Date shown in Item 3 of the Declarations and before the end of the “policy period”;
 - (2) The “pollution incident” occurs in the United States, its territories or possessions or Canada; and
 - (3) The “claim”, if any, is made in the United States, its territories or possessions, or Canada.

2. Defense

- a. We have the right and duty to defend, including the right to select and appoint counsel to represent, the insured against any “claim” to which this insurance applies. However, we will have no duty to defend the insured against any “claim”, suit or action to which this insurance does not apply.
- b. The insured shall not admit or assume liability or settle or negotiate to settle any “claim” without the prior written consent of the company. The “insured” must notify the company of all settlement offers and the company will in turn present all settlement offers to the “insured”. If the company recommends a monetary settlement which is acceptable to a claimant and is within the Limits of Insurance and the “insured” refuses to consent to such settlement, then the company’s duty to defend shall end, the “insured” shall thereafter negotiate and defend such “claim” independently of the company, and the company’s liability shall not exceed the amount, less the Deductible, for which the “claim” could have been settled if such recommendation was consented to.

To the extent the “insured” is entitled pursuant to applicable laws to select independent counsel at the company's expense, the attorneys' fees and other costs or expenses we will pay are limited to the rates the company would pay to counsel the company would have retained or could otherwise have retained in the community where the “claim” is being defended. Such independent counsel must also meet any reasonable requirements, experience, or qualifications standards that the company may deem appropriate. All such counsel shall keep the company fully informed and shall promptly respond to requests for information from the company. We will have the right to require that such counsel have errors and omissions insurance coverage. We retain the right to settle or approve the settlement of any “claim” and appeal any judgment at our expense.

- c. Our duty to defend under **a.** above will end at the earlier of the following times:
 - (1) When we have exhausted the Aggregate Claims Expense Limit, as described in **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE**, by the payments of “claims expenses” in the defense, investigation, settlement, or adjustment of “claims” and actions under this Paragraph 2., Defense; or

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

(2) When an applicable limit of insurance is exhausted by the payment of damages arising from “bodily injury” and/or “property damage” and/or costs for “corrective action” or “cleanup”.

If our duty to defend ends upon exhaustion of the Aggregate Claims Expense Limit, we may, at our option and in our sole discretion, continue to defend any “claim” or action to which **Coverage A, Coverage B** and/or **Coverage C** apply at our own expense. We may withdraw from such defense by giving notice pursuant to Condition 15. of **SECTION IV – CONDITIONS**, and we shall have no further obligation for the defense, or any related expenses.

3. Exclusions – Coverages A, B, and C

The insurance does not apply to:

- a. any “claim” arising out of a “pollution incident” that was expected or intended by any insured, or an employee of any insured.
- b. any “claim” arising from a “pollution incident” that commenced prior to the inception of this policy (or date coverage first provided for any “underground storage tank system” or “aboveground storage tank system” added to this policy by endorsement during the “policy period”), if a “responsible insured” knew or could have reasonably foreseen that such “pollution incident” could have been expected to give rise to a “claim”.
- c. any criminal fines, criminal penalties or criminal assessments.
- d. any “claim” made by any insured against any other person or entity who is also an insured under this policy.
- e. any “claim” arising from one or more “pollution incidents” caused by, based upon, resulting from, or attributable to the insured’s intentional, knowing, willful or deliberate noncompliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body.
- f. any “claim” arising from the ownership, maintenance, use or entrustment to others of any aircraft, “auto”, rolling stock or watercraft. Use shall include the loading and unloading of any watercraft, aircraft or rolling stock. Use shall not include the loading or unloading of any “auto”.
- g. any costs, charges or expenses incurred by the insured for goods supplied by the insured or services performed by the staff and/or salaried employees of the insured, or its parent, subsidiary or affiliate.
- h. any “claim” arising from any consequence, whether direct or indirect, of war, invasion, act of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion.
- i. any costs for removing, disposing, replacing, compensating a third-party for or recycling of the contents of any “aboveground storage tank system” or “underground storage tank system”.
- j. any costs, charges or expenses incurred to investigate or verify that a “confirmed release” under **Coverage B** or **Coverage C** has taken place.
- k. any “claim” arising out of “bodily injury” to:
 - (1) An employee of the insured or its parent, subsidiary or affiliate arising out of and in the course of:
 - (a) Employment by the insured or its parent, subsidiary or affiliate; or
 - (b) Performing duties related to the conduct of the business of the insured or its parent, subsidiary or affiliate; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of paragraph (1) above.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- l. any obligation of the insured under workers' compensation, unemployment compensation or disability benefits law or similar law.
 - m. any liability or "claim" for liability of others assumed by the insured under any contract or agreement, unless the insured would have been liable in the absence of such contract or agreement.
 - n. under **Coverage A**, any "claim" arising out of "property damage" to:
 - (1) property owned, leased, loaned or rented by or to any insured; or
 - (2) property an insured has sold, leased, given away or abandoned.For "property damage" to real property, this exclusion shall apply to "property damage" on, at or under the real property.
 - o. any "claim" arising from one or more "pollution incidents" on, at, under, or migrating from a "covered location" if any of the "pollution incidents" commenced subsequent to the time such location is:
 - (1) sold;
 - (2) given away;
 - (3) abandoned; or
 - (4) sub-leased, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.
 - p. any liability or "claim" arising from the insured's goods or products manufactured, sold, handled or distributed (including warranties or representations made at any time with respect to use thereof, or the failure to provide warnings or instructions) after possession of such insured's products have been relinquished to others by the insured or others trading under its name.

SECTION II – WHO IS AN INSURED

- 1. **If you are designated in the Declarations as:**
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. **Each of the following is also an insured:**
 - a. Your employees, other than your officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no employee is an insured for:
 - (1) "Bodily injury":

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

- (a) To you, to your partners or members (if you are a partnership or joint venture) or to a co-employee while in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of paragraph (1)(a) above;
 - (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" for damage to property:
- (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your employees, or, if you are a partnership or joint venture, by any partner or member.
- b. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- No person or organization is insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made;
 - c. "Confirmed releases"
 - d. "Pollution incidents"; or
 - e. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**;
 - b. Costs under **Coverage B**; and
 - c. Costs under **Coverage C**.
3. Subject to the Aggregate Limit, the Each Incident Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**;
 - b. Costs under **Coverage B**; and

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

c. Costs under **Coverage C**;

because of one “pollution incident”.

The Each Incident Limit shown in the Declarations of the policy in effect when the first “claim” arising out of the same, related or continuous “pollution incidents” was made and reported to us is the most we will pay for all covered “claims”, reported to us during one or more “policy periods”, arising out of such “pollution incident”. To the extent a “claim” is made and covered in a subsequent “policy period”, all such “claims” shall be deemed first reported to us during the “policy period” in which the first such “claim” was first reported to us.

4. The Aggregate Claims Expense Limit is the most we will pay for the sum of all “claims expenses” for defense we provide under Paragraph 2., **Defense** of the **INSURING AGREEMENT (SECTION I)**. “Claims expenses” will not reduce the Aggregate Limit.
5. For any one “pollution incident”, this policy applies only to damages for “bodily injury” or “property damage”, costs for “corrective action”, “cleanup”, “restoration costs”, “fines and penalties” and/or “claims expenses” in excess of the Deductible shown in the Declarations. The Deductible amount does not reduce the Each Incident Limit, the Aggregate Limit or the Aggregate Claims Expense Limit. We may advance payment of part or all of the Deductible amount and, upon notification of such payment made, the insured shall promptly reimburse us. Payment of defense or amounts within the Deductible will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

SECTION IV – CONDITIONS

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this policy.

2. **Duties In The Event Of Pollution Incident or Claim.**

a. It is a condition precedent to coverage under this Policy that:

(1) Notice of “claim”:

In the event of a “claim” under **Coverage A**, the insured shall give us written notice as soon as practicable after receipt of the “claim” by the insured.

(2) Notice of “confirmed release”:

In the event that a “pollution incident” has taken place which the insured has verified as a “confirmed release”, the insured must report such “confirmed release, in writing, as soon as possible but in any event no later than (15) fifteen days after verifying the “confirmed release”.

(3) When a “claim” has been made and/or reported as required herein or a “confirmed release” has been discovered and reported as required herein, the insured must forward to us as soon as practicable after receipt, or receipt by its representative or agent, all of the following:

(a) All technical reports, laboratory data, field notes or any other documents generated by or on behalf of the insured to investigate or abate a “pollution incident” or to implement “corrective action” or “cleanup”.

For “claims” or covered “confirmed releases” under **Coverage B** and/or **Coverage C**, the insured shall also forward documentation of the release, detection tests or procedures, such as system tightness tests or site checks, undertaken to investigate a suspected “pollution incident” and verify that a “confirmed release” has taken place;

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

- (b) All correspondence between the insured and any third party claimant, including but not limited to any government agency;
 - (c) All demands, summons, notices or other processes or papers from a court of law, administrative agency or an investigative body;
 - (d) All expert reports, investigations and data collected by experts retained by the insured whether or not the insured intends to use the material for any purpose; and
 - (e) Any other information developed, discovered and/or possessed by the insured concerning the “claim” or “confirmed release”.
- b. No costs, charges and expenses shall be incurred without our prior written approval for:
 - (1) the defense, investigation, or adjustment of “claims” or actions to which **SECTION I, Paragraph 2., Defense**, applies;
 - (2) preparing, developing, modifying or implementing a “corrective action” plan undertaken as part of a covered “corrective action”;
 - (3) “cleanup”; or
 - (4) “restoration costs”.
- c. The insured shall not admit or assume any liabilities or settle any “claims” without our prior written consent.
- d. The insured shall cooperate with us to the fullest extent possible by providing the assistance necessary to adjust, investigate and defend the “claim” or “confirmed release” under **Coverage A, Coverage B or Coverage C**. The insured agrees to provide us full access to interview any employee, agent, representative or independent contractor of the insured and to review any of the insured’s documents concerning the “claim” or “confirmed release”.
- e. We shall have the right but not the duty to participate in decisions regarding “corrective action”, “cleanup” and “restoration costs”, and to assume direct control over all aspects of such “corrective action”, “cleanup” and “restoration costs”, and the adjustment of any “claim” under **Coverage A, Coverage B or Coverage C**, up to the limit of insurance. If we exercise our rights under this paragraph, the insured shall participate in discussions regarding “corrective action”, “cleanup” and “restoration costs”, and performance of “corrective action”, “cleanup” and “restoration costs”.

3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

4. Other Insurance.

- a. Where other insurance is available to an insured for damages for “bodily injury” or “property damage” or for costs for “corrective action” or “cleanup” covered under the terms and conditions of the Policy, our obligation to the insured shall be as follows:

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

- (1) This insurance shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary or excess. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the insured while acting as a self-insured for any coverage.
- (2) Where this insurance is excess insurance, we will pay only our share of the total amount of damage for “bodily injury” or “property damage” and costs for “corrective action” or “cleanup”, if any, that exceeds the sum of:
 - (a) The total amount of all such other valid insurance, whether collectible or not; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- b. When this insurance is excess, we will have no duty to defend any “claim” or civil or administrative action that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so in accordance with Paragraph 2., **Defense** of the **INSURING AGREEMENT (SECTION I)**, but we will be entitled to the insured’s rights against all those other insurers.

5. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations and application are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

7. Cancellation.

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 2. 60 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The “policy period” will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

8. Changes.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

9. Inspections And Surveys.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not manage or exercise control over any premises or any "underground storage tank system" or "aboveground storage tank system", nor are we in control of any source of a "regulated substance". We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

10. Premiums.

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

11. Transfer Of Your Rights And Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

12. Notice When A Limit Of Insurance Is Used Up.

As soon as is practicable after we have knowledge that a Limit of Insurance is used up, we will notify the first Named Insured in writing. Any failure by us to provide any notice under this paragraph will not have the effect of increasing any Limit of Insurance.

13. Transfer Of Duties When A Limit of Insurance Is Used Up.

- a. When we terminate our defense because a Limit of Insurance has been used up in payment of judgments and/or settlements, the Aggregate Claims Expense Limit is used up in the payment of "claims expenses" or pursuant to any provision of the policy:
 - (1) We will notify the Named Insured and any insured against whom a "claim" is pending, in writing, as soon as practicable, that we will no longer defend the insured or pay any "claims expenses."

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

- (2) The Named Insured and any insured against whom a “claim” is pending will, as soon as practicable, arrange for the transfer of control of the defense of all such “claims” and against any insured.
 - (3) We will assist in, and all insureds must cooperate in, the transfer of control of the defense of all “claims” which are subject to that limit and which are reported to us before that limit is used up.
 - (4) We will take steps we deem appropriate to avoid a default in, or continue the defense of, such “claims” until the transfer is completed, provided the appropriate insured is cooperating in completing such transfer. The Named Insured and any insured against whom a “claim” is pending will reimburse us for any expenses we incur (for which expenses each Named Insured and each insured against whom a “claim” is pending are jointly and severally liable) to take such steps on and after the date on which the applicable Limit of Insurance is used up.
 - (5) We will take no action whatsoever with respect to any “claim” reported to us after the applicable Limit of Insurance has been used up.
- b. The duty to reimburse us will begin on the date the applicable Limit of Insurance is used up. The exhaustion of any Limit of Insurance, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

14. Duplicate Policies Provided to Governmental Agencies.

Whenever requested by a governmental agency or the insured, we agree to provide a signed duplicate original of the policy and any endorsements.

15. Financial Responsibility and Reimbursement

If this policy is issued to certify your compliance with the federal Environmental Protection Agency financial responsibility requirements or requirements of any “environmental law” imposed on you as an owner or operator of an “underground storage tank system” or “aboveground storage tank system” and we make payment accordingly, you agree to reimburse us for any payment made by us on your behalf which we would not have been obligated to make under the terms of this policy. Payment by us under this paragraph will not create any obligations or be construed as a waiver or estoppel of our rights under the policy.

SECTION V – EXTENDED REPORTING PERIOD

1. You shall be entitled to an Extended Reporting Period if this policy is cancelled or nonrenewed by you or by us. The Extended Reporting Period shall not apply where:
 - (1) The Policy is terminated for fraud or non-payment of premium; or
 - (2) The Insured has purchased other insurance to replace the insurance provided under this Policy.
- a. With regard to an individual “covered location”, you shall be entitled to an Extended Reporting Period if coverage for such location is terminated because:
 - (1) Coverage for the “covered location” is deleted from this Policy by us; or
 - (2) The “covered location” is:
 - (a) sold;
 - (b) given away;
 - (c) abandoned; or
 - (d) sub-leased, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

2. The Extended Reporting Period will not extend the “policy period”, change the scope of coverage provided or reinstate or increase the Limits of Insurance. The Extended Reporting Period will apply only to “claims”:
 - a. Under **Coverage A** first made and reported; or
 - b. Under **Coverage B** or **Coverage C** first reported;during the Extended Reporting Period and arising out of “pollution incidents” that occur before the end of the “policy period” but not before the Retroactive Date, if any, shown in the Declarations. Any such “claim” will be deemed first made and reported under **Coverage A**, or first reported under **Coverage B** or **Coverage C**, on the last day of the “policy period”.
3. You shall be entitled to an Automatic Extended Reporting Period for a period of one-hundred eighty (180) days starting upon cancellation, nonrenewal, or termination of coverage as described above for no additional premium. This Automatic Extended Reporting Period shall not apply where the Named Insured has purchased the Optional Extended Reporting Period under paragraph 4. Below.
4. An Optional Extended Reporting Period of thirty-six (36) months is available, but only by an endorsement and for an extra charge. This Optional Extended Reporting Period starts upon cancellation, nonrenewal, or termination of coverage as described above. Once in effect, the Optional Extended Reporting Period may not be cancelled.

You must give us a written request for to purchase the Optional Extended Reporting Period within 30 days after the termination of coverage. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. The additional premium will not exceed 200% of the annual premium for this Policy.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Optional Extended Reporting Period, including a provision to the effect that the insurance afforded for “claims” first received during such period is excess over any other valid and collectible insurance.

SECTION VI – DEFINITIONS

1. “Aboveground storage tank system” means any stationary tank, including any piping and appurtenances connected to the tank designated in Item 6 of the Declarations, provided such tank and any piping and appurtenances connected to the tank:
 - a. are on or at a “covered location”;
 - b. are used solely to contain “regulated substances”, hazardous waste or other waste product; and
 - c. has less than ten (10) percent of its volume beneath the surface of the ground.
2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
3. “Bodily injury” means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by any person, including death resulting therefrom. “Bodily injury” shall also include medical monitoring costs.
4. “Claim” means a demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured.
5. “Claims expenses” means:
 - a. (1) fees, salaries and expenses of attorneys, legal interns and paralegals we retain (including our own employees); and

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- (2) all other expenses we incur; that are directly allocable to the “claim”.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the “claim”, including actual loss of earnings up to \$100 a day because of time off from work.
 - d. All costs taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
6. “Cleanup” means:
- a. activities to the extent required pursuant to “environmental laws” undertaken to remove, abate, contain, treat, detoxify or neutralize “pollutants”, or to assess, test for or monitor the effects of “pollutants”.
 - b. “corrective action”.
- “Cleanup” shall not include the removal, repair, upgrade, maintenance or replacement of any “underground storage tank system” or “aboveground storage tank system”.
7. “Confirmed release” means a “pollution incident” from an “underground storage tank system” or an “aboveground storage tank system” that has been investigated and verified by or on behalf of the insured utilizing a system tightness check, site check or other procedure approved by the “implementing agency” in accordance with 40 C.F.R. 280.52 or another applicable federal or state regulation or state statute.
8. “Corrective action” means response to a “confirmed release” as legally required by:
- a. Subpart F of the federal underground storage tank regulations, 40 C.F.R. 280.60 through 280.66, 40 C.F.R. 280.72, or any other applicable federal regulations; or
 - b. Any applicable regulations promulgated by a state under an underground storage tank program approved by the federal Environmental Protection Agency in accordance with section 9004 of the Resource Conservation and Recovery Act of 1976, as amended.
9. “Covered location” means any location designated in Item 6 of the Declarations and includes above, on and below the surface of the location, as well as the groundwater below the location.
10. “Environmental laws” means the following statutes, any amendments thereto, any regulations promulgated thereunder; and any similar statutes or regulations of any state or province, or political subdivision thereof, of the United States or Canada in effect at the commencement of the “policy period”: 1) the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), 42 U.S.C. 9601-9675; 2) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6901-6992K; and 3) the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. “Environmental laws” includes any amendments to the statutes or regulations described above enacted or promulgated subsequent to the binder of coverage.
11. “Fines and penalties” means punitive, exemplary or multiplied damages, and civil fines, penalties and assessments to the extent any of the foregoing is insurable under applicable law.

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

12. "Implementing agency" means the federal Environmental Protection Agency (E.P.A.) or a state or local agency having jurisdiction over the "underground storage tank system" pursuant to an underground storage tank program approved by the federal E.P.A. in accordance with section 9004 of the Resource Conservation and Recovery Act of 1976, as amended, or other applicable statutes.
13. "Natural resource damages" means damages, sought by a governmental or tribal natural resource damage trustee who is authorized to act in such capacity by a natural resource damage statute governing the assessment and restoration of natural resource damages, for the physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any State, Local or Provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribes.
14. "Policy period" means the period set forth in Item 2 of the Declarations, or any shorter period arising as a result of:
 - a. cancellation of this Policy; or
 - b. with respect to an individual "covered location":
 - (1) the deletion of such location from this Policy by us; or
 - (2) the sale, giving away or abandonment of such location, or the sub-leasing of such location, unless the sub-lease has been approved in writing by us prior to the commencement of the sub-lease.
15. "Pollutants" means:
 - a. With regard to "pollution incidents" from "aboveground storage tanks", any solid, liquid, gaseous, thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - b. With regard to "pollution incidents" from "underground storage tank systems", one or more "regulated substances".
16. "Pollution incident" means any spilling, leaking, emitting, discharging, escaping or leaching of "pollutants" from an "aboveground storage tank system" or an "underground storage tank system" designated in Item 6 of the Declarations on, in, into, or upon land, structures, the atmosphere, any watercourse or body of water including surface water or groundwater.

The entirety of the same, interrelated, associated, repeated or continuous episodes of "pollution incidents" from the same "aboveground storage tank system" or "underground storage tank system" shall be deemed to be a single "pollution incident" commencing at the time of the initial "pollution incident".
17. "Property damage" means:
 - a. Physical injury to or destruction of tangible property of parties other than the insured, including the resulting loss of use of that property;
 - b. Loss of use of tangible property of by parties other than the insured, that is not physically injured or destroyed.
 - c. Diminished value of property owned by parties other than the insured.
 - d. "Natural resource damages".
18. "Regulated substance" means:

Storage Tank Third Party Liability, Corrective Action and Cleanup Policy

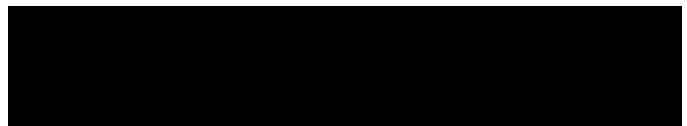
- a. petroleum, including crude oil or any fraction thereof that is liquid at standard conditions of temperature and pressure.
 - b. hazardous substance as defined in section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) (but not including any substance regulated as hazardous under Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended).
19. “Responsible insured” means:
- a. The manager or supervisor of the insured responsible for environmental affairs or health and safety affairs, control or compliance at a “covered location”;
 - b. The manager of a “covered location”; or
 - c. Any officer, director, risk manager or partner of the insured.
20. “Restoration costs” means reasonable and necessary costs incurred by the insured, with the company’s prior written consent, to repair, restore or replace that particular part of real or personal property that is damaged solely by work performed in the course of incurring covered “cleanup” in response to a “pollution incident” to which this policy applies. No coverage for “restoration costs” shall apply to any real or personal property which required removal, replacement or repair prior to being damaged during such work. “Restoration costs” shall not exceed the lesser of actual cash value of the particular part of the real or personal property which was damaged or the cost of repairing, restoring or replacing the damaged property with other property of like kind and quality. An adjustment for depreciation and the physical condition of such property immediately prior to being damaged during such work shall be made by the company, in its reasonable judgment, in determining actual cash value. If a repair or replacement results in better than like kind or quality, the company will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of green building materials which are environmentally preferable and of similar quality to those materials which comprised the damaged property. Such green building materials must be certified as such by an applicable national or international independent non-governmental certifying body, where such certification is available, or, in the absence of such certification, based on the judgment of the company in its sole discretion. “Restoration costs” shall not include any costs due to or associated with the removal, repair, upgrade, maintenance or replacement of any “underground storage tank system” or “aboveground storage tank system”.
21. “Underground storage tank system” means any tank, including any piping and appurtenances connected to the tank, designated in Item 6 of the Declarations provided such tank and any piping and appurtenances connected to the tank:
- a. are on, at or under a “covered location”;
 - b. are used solely to contain “regulated substances”; and
 - c. has at least ten (10) percent of its volume beneath the surface of the ground.

In witness whereof, the company has caused this policy to be signed by its President and its Secretary at Boston, Massachusetts, and countersigned by a duly authorized representative of the company.

Liberty Surplus Insurance Corporation by:



Secretary



President

Liberty Mutual Group California Privacy Notice

Commercial Lines (excluding Workers' Compensation)
(Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insurers. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a **Liberty Mutual commercial line insured or are a commercial line claimant residing in California**. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to libertymutual.com/privacy to review the applicable Liberty Mutual privacy notice.

What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- **Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers;
- **Personal information described in California Civil Code § 1798.80(e)**, such as your name, signature, Social Security Number, physical characteristics or description, address, telephone number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information;
- **Protected classification characteristics**, including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, or veteran or military status;
- **Commercial information**, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories and tendencies;
- **Internet or other similar network activity**, including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement;
- **Professional or employment related information**, including current or past job history or performance evaluations;
- **Inferences drawn from other personal information**, such as a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes;
- **Risk data**, including data about your driving and/or accident history; this may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data, or criminal convictions; and
- **Claims data**, including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How We Get the Personal Data:

We gather your personal data directly from you . For example, you provide us with data when you:	We also gather your personal data from other people . For example:
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<ul style="list-style-type: none"> ▪ ask about, buy insurance or file a claim 	<ul style="list-style-type: none"> ▪ your insurance agent or broker
<ul style="list-style-type: none"> ▪ pay your policy 	<ul style="list-style-type: none"> ▪ your employer, association or business (if you are insured through them)
<ul style="list-style-type: none"> ▪ visit our websites, call us, or visit our office 	<ul style="list-style-type: none"> ▪ our affiliates or other insurance companies about your transactions with them
	<ul style="list-style-type: none"> ▪ consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	<ul style="list-style-type: none"> ▪ other public directories and sources
	<ul style="list-style-type: none"> ▪ third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim, anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, experts loss adjustors and claim handlers
	<ul style="list-style-type: none"> ▪ other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to:

<u>Business Purpose</u>	<u>Data Categories</u>
<p>Market, sell and provide insurance. This includes for example:</p> <ul style="list-style-type: none"> • calculating your premium; • determining your eligibility for a quote; • confirming your identity and service your policy; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Manage your claim. This includes, for example:</p> <ul style="list-style-type: none"> • managing your claim, if any; • conducting claims investigations; • conducting medical examinations; • conducting inspections, appraisals; • providing roadside assistance; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information

<ul style="list-style-type: none"> • providing rental car replacement, or repairs; 	<ul style="list-style-type: none"> • Risk data • Claims data
<p>Day to Day Business and Insurance Operations. This includes, for example:</p> <ul style="list-style-type: none"> • creating, maintaining, customizing and securing accounts; • supporting day-to-day business and insurance related functions; • doing internal research for technology development; • marketing and creating products and services; • conducting audits related to a current contact with a consumer and other transactions; • as described at or before the point of gathering personal data or with your authorization; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Security and Fraud Detection. This includes for example:</p> <ul style="list-style-type: none"> • detecting security issues; • protecting against fraud or illegal activity, and to comply with regulatory and law enforcement authorities; • managing risk and securing our systems, assets, infrastructure and premises; roadside assistance, rental car replacement, or repairs • help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management; • supervisory controls and other monitoring and reviews, as permitted by law; and emergency and business continuity management; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Regulatory and Legal Requirements. This includes for example:</p> <ul style="list-style-type: none"> • controls and access rights management; • to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty’s assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal data held by Liberty is among the assets transferred; • exercising and defending our legal rights and positions; • to meet Liberty contract obligations; • to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations; • as otherwise permitted by law. 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

<p>Improve Your Customer Experience and Our Products. This includes for example:</p> <ul style="list-style-type: none"> • improve your customer experience, our products and service; • to provide, support, personalize and develop our website, products and services; • create and offer new products and services; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Analytics to identify, understand and manage our risks and products. This includes for example:</p> <ul style="list-style-type: none"> • conducting analytics to better identify, understand and manage risk and our products; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Protected Classification Characteristics • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data
<p>Customer service and technical support. This includes for example:</p> <ul style="list-style-type: none"> • answer questions and provide notifications; • provide customer and technical support; 	<ul style="list-style-type: none"> • Identifiers • Personal Information • Commercial Information • Internet or other similar network activity • Professional or employment related information • Inferences drawn from other personal information • Risk data • Claims data

How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act.

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates;
- Service Providers;
- Public entities and institutions (e.g. regulatory, quasi-regulatory, tax or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data;
Protected Classification Characteristics;	Commercial Information;
Internet or other similar network activity;	Claims Data;
Inferences drawn from other personal information;	Risk Data;
Professional, employment, and education information;	

For information about how we have shared personal information in the past twelve (12) months, please go to libertymutual.com/privacy and click on the link for the California Supplemental Privacy Policy.

What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was/is collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you, if any, that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling: 800-344-0197

Online: libertymutualgroup.com/privacy-policy/data-request

Mail: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person; and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable

consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

Rights to opt in and out of data selling

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without theirs or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to libertymutual.com/privacy and click on the California Supplemental Privacy Policy.

No account needed

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

No discrimination

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

Will Liberty Mutual Update This Privacy Notice?

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

Who Do I Contact Regarding Privacy?

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights, or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197
Email: privacy@libertymutual.com
Postal Address: Liberty Mutual Insurance Company
175 Berkeley St., 6th Floor
Boston, MA 02116
Attn: Privacy Office

CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor Troup and City Council
FROM: Chuck Bevelheimer
DATE: December 1, 2021
SUBJECT: Ordinance Amending Chapter 40 (Boards & Commissions) to restore the Washington Theater Redevelopment Commission

In 2015, as the city was editing the Municipal Code, then-City Clerk Jenny Hayden asked if I was aware of the “Business District Development and Redevelopment Commission.” I reviewed the language related to the Business District Development and Redevelopment Commission:

1. To formulate plans for the development and redevelopment of a business district;
2. To make recommendations to the city council for land acquisition and use of eminent domain;
3. To make recommendations for applications for any grant or loan from the federal or State government for use of a business district development or redevelopment;
4. To make recommendations concerning the acquisition of funds for use of a business district development or redevelopment, including the issuance of obligation or revenue bonds by the city;
5. To make recommendations concerning agreements with the public or private agencies or persons in connecting with the development or redevelopment of a business district.

I told Jenny that I was not aware of this commission, based on its description, so it was removed from the Municipal Code.

I subsequently learned that the “Business District Development and Redevelopment Commission” was the “Washington Theater Redevelopment Commission.” As the Washington Theater Redevelopment Commission is an active City Commission, I have drafted an ordinance to amend Chapter 40 (Boards & Commissions) to restore it. The amendment clearly states that this action pertains to the Washington Theater Redevelopment Commission.

Attached is the ordinance amending Chapter 40 (Boards & Commissions) of the Municipal Code of Quincy.

Any questions, let me know.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40 (BOARDS AND COMMISSIONS) OF THE MUNICIPAL CODE OF THE CITY OF QUINCY (2015)

WHEREAS, the City of Quincy established a Washington Theater Redevelopment Commission in 2003 to support the redevelopment of the historic Washington Theater; and

WHEREAS, in the adoption review process of the 2015 City Municipal Code the Washington Theater Redevelopment Commission was inadvertently not included in the new Code; and

WHEREAS, the Washington Theater Redevelopment Commission has met monthly and sought grants to replace the Theater roof, façade, address structural integrity of the stage and tucked exterior areas of the building; and

WHEREAS, The Commission has prepared a Business Feasibility Study for the Washington Theater which concluded the Theater could serve a mid week entertainment void in the Quincy regional market; and

WHEREAS, the Washington Theater has three rental spaces in addition to the auditorium in which two are currently leased and generating income to offset the Theater's operating expenses; and

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

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

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

Section 1. Amendment: That Chapter 11(Boards and Commissions) of the Municipal Code of Quincy (2015) is hereby amended to include and adopt the following:

"WASHINGTON THEATER REDEVELOPMENT COMMISSION"

40.400 CREATION

There is hereby created and established a commission which shall be known as the Washington Theater Redevelopment Commission, referred to in this article as the "commission."

40.401 MEMBERSHIP

The commission hereby created shall consist of fourteen (14) voting members to be appointed by the Mayor, with the advice and consent of the City Council. Of the fourteen, one (1) member shall be a member of the City Council. Additionally, one (1) member shall be a Department of Planning and Development Staff ex-officio non-voting member, for a total of fifteen (15) members. All commission members shall be appointed for terms of two (2) years or until their successors are duly appointed and qualified; provided, however, that of the initial members,

seven (7) shall be appointed for three (3) years, and seven (7) for two (2) years. Commission members shall serve without compensation, except, however, they shall be entitled to reimbursement for actual out-of-pocket expenditures incurred in connection with the duly authorized business of the commission. This provision shall not be construed to prevent members of the City Council from receiving their usual compensations as such. The membership shall elect one (1) member to be the chairman and one (1) member to be the secretary of the commission. The chairman shall select a vice chair. These executive board members shall each serve 2 year terms with elections held biannually thereafter.

40.402 POWERS AND DUTIES

The commission shall have the power and duty to make recommendation to the City Council in the following areas:

- (A) To formulate plans for the development and redevelopment of the Washington Theater;
- (B) To make recommendations to the City Council for land acquisition, including the use of eminent domain;
- (C) To make recommendations for application for any grant or loan from the United States Government or State of Illinois for the Washington Theater redevelopment;
- (D) To make recommendations concerning the acquisition of funds for the Washington Theater redevelopment, including the issuance of obligation or revenue bonds by the city;
- (E) To make recommendations concerning agreements with public or private agencies or persons in connection with the Washington Theater development or redevelopment.
- (F) Using privately donated funds, to conduct studies and draft plans for the redevelopment of the Washington Theater, which shall be submitted to the City Council for its consideration.
- (G) To incur debts and obligations on behalf of the City of Quincy only upon prior approval by the Quincy City Council.
- (H) To oversee and implement funding for the restoration and appropriate redevelopment of the Washington Theater complex and to review and make recommendations to the City Council regarding the management of the property.

40.403 FINANCES

The City Council may appropriate money in its budget or by special appropriation where proper, for the use of the commission in its work. The commission shall keep an accurate account of all receipts and disbursements, and shall give a financial report semi-annually to the City Council.

40.404 ACTIONS AND RECOMMENDATIONS

The City Council shall act promptly on all recommendations of the commission. When a recommendation is accepted by the Council, the Council may by resolution designate the commission to act as its agent in carrying out the recommendation.

Section 2. Separability: The provisions of this Ordinance shall be deemed separable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

Section 3. Savings Clause: That nothing in this Ordinance or in the *Codes* hereby adopted and incorporated by reference shall be construed to affect any suit or proceeding pending in any court, or any rights acquitted, or liability incurred, or any cause or causes of action acquired or existing, or permits or licenses issued under any act or Ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 4. Repeal: All Ordinances and parts of Ordinances in conflict with the provisions of the Ordinance shall be, and the same are, to the extent of such conflict, hereby repealed.

Section 12. Effective Date: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Published in pamphlet form this day of , 20____.

M:chuck/ordinance/Washington Theater Commission Ord 9-29-21

repealed in 2015

ARTICLE XIII BUSINESS DISTRICT DEVELOPMENT
AND REDEVELOPMENT COMMISSION

Section 11.1301 Creation --- There is hereby created and established a commission which shall be known as the Business District Development and Redevelopment Commission, referred to in this article as the "commission".

11.1302 Membership --- The commission hereby created shall consist of five (5) members to be appointed by the Mayor, with the advice and consent of the city council. Two (2) members shall be members of the city council, one (1) from each of the two (2) political parties which are in the majority on the city council. The other three (3) members shall be persons who are citizens of the city of Quincy. All commission members shall be appointed for terms of two (2) years and until their successors are appointed. Commission members shall serve without compensation, except, however, they shall be entitled to reimbursement for actual out-of-pocket expenditures incurred in connection with the duly authorized business of the commission. This provision shall not be construed to prevent members of the city council from receiving their usual compensation as such. The Mayor shall designate one (1) member to be the chairman of the commission.

11.1303 Bonds --- Such members and employees of the commission charged with the handling of money shall execute bonds running to the city of Quincy in such penal amounts, respectively, as may from time to time be fixed by the commission. The city council may further require bonds to be entered into by any member or employee. Except for those members or employees who handle money, a bond shall not necessarily be required. All bonds furnished pursuant to this section, shall be secured by corporate surety companies acceptable to the city council and shall be filed with the city clerk. The premiums on all such bonds shall be paid from the funds of the commission.

11.1304 Powers and duties --- The commission shall have the power and duty to make recommendations to the city council in the following areas:

- (1) To formulate plans for the development and redevelopment of a business district;
- (2) To make recommendations to the city council for land acquisition, including the use of eminent domain;
- (3) To make recommendations for application for any grant or loan from the United States Government or State of Illinois for use of a business district development or redevelopment;
- (4) To make recommendations concerning the acquisition of funds for use of a business district development or redevelopment, including the issuance of obligation or revenue bonds by the city;
- (5) To make recommendations concerning agreements with public or private agencies or persons in connection with the development or redevelopment of a business district.

11.1305 Finances --- The city council may appropriate money in its budget, or by special appropriation where proper, for the use of the

any act or ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 6. **REPEAL:** All ordinances and parts of ordinances in conflict with the provisions of this Ordinance, shall be, and the same are, to the extent of such conflict, hereby repealed.

Section 7. **EFFECTIVE DATE:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED: July 7, 2003

JENNY HAYDEN
City Clerk

APPROVED: July 8, 2003

CHARLES W. SCHOLZ
Mayor

Officially published in pamphlet form this 10th day of July, 2003.

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(D), of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

All southbound traffic at the intersection of 7th and Broadway

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 pamphlet form this _____ day of _____, 2021.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE VII (TRAFFIC CODE)
OF CHAPTER 82 (NO PARKING ZONES) 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 VIII, of the Municipal Code of the City of Quincy of 2015 be and hereby is amended adding thereto, the following:

West and east sides of North 7th Street from Broadway extending 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 and approval.

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet 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 Troup and City Council
FROM: Chuck Bevelheimer
DATE: 12-16-21
SUBJECT: Small Rental Rehab Program Ordinance (SRRP)

The population and employee recruitment campaign, Quincy's Calling, has highlighted the need for more housing in Quincy. The Administration, The Chamber of Commerce and GREDF continues to hear from area employers that there is a shortage of safe, decent, and affordable homes in the City. Attached is data from the 2020 Census that shows the number of housing units versus the number of vacant units by census block group.

The 2020 housing data shows Quincy has nearly 18,900 housing units.

- 14.3 % of the roughly 9,700 units west of 18th Street are vacant
- 6.3% of the roughly 9,200 units east of 18th Street are vacant.

Available census data also shows that the housing stock west of 18th Street is also significantly aging. According to the 2019 American Community Survey estimates:

- There are 10,088 structures west of 18th Street
 - o 53.1% (5,355) were built prior to 1950 (70+ years)
 - o 0.5% (46) were built since 2010 (past 11 years)
- There are 9,151 structures east of 18th Street
 - o 20.9% (1,917) were built prior to 1950 (70+ years)
 - o 4.4% (405) were built since 2010 (past 11 years)

The city operated a Small Rental Rehab Program (SRRP) from 1996-2009 through the receipt of IHDA grants. IHDA discontinued the program in 2009 due to the recession. During those 13 years, the city worked with rental property developers to renovate 43 single-and-multi-family dwellings (a total of 110 housing units). The total investment in the city's older housing stock was \$2.4-million, of which IHDA provided \$1.6-million. IHDA required the renovated units to be rented to LMI individuals or families. In addition, 19 of the 43 renovated structures (a total of 54 units) were considered Fix or Flatten.

Small Rental Rehab Program (SRRP) Proposal

In order to expand the availability of safe, decent, and affordable housing for individuals or families, the City of Quincy is proposing to offer financial assistance to owners/developers/etc to renovate, convert, or construct small rental properties (four units or fewer). The units would be renovated and brought up to building code standards.

The Administration proposes to allocate \$1,000,000 in general fund reserves to fund the SRRP. The expectation is that to \$250,000 would be available to fund 12 rental unit renovations each year.

Attached is an ordinance establishing the Small Rental Rehabilitation Program.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE SMALL RENTAL REAHBILITATION PROGRAM (SRRP)

WHEREAS, the City of Quincy is committed to enhancing the quality of life for its residents by improving the existing housing stock and by encouraging new construction on vacant lots in the City; and

WHEREAS, the goal of the Small Rental Rehabilitation Program is to rehabilitate existing rental units or to develop new rental units through new construction or the conversion of existing buildings; and

WHEREAS, the allocation of city funds to the SRRP will help ensure new rental housing opportunities in the Quincy market which is experience a shortage of rental housing; and

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

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

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

Section 1. Purpose: The City of Quincy has established the Small Rental Rehabilitation Program (SRRP). The goal of the SRRP is to rehabilitate existing rental units or to develop new rental units through new construction or the conversion of existing buildings. The SRRP's target area is west of 18th Street, between Harrison Street and Gardner Park Drive/Seminary Road.

Section 2. Funding: The city of Quincy will allocate \$1,000,000 in general fund reserves to establish the SRRP program with the expectation that approximately \$200,000 to \$250,000 will be allocated each year.

Section 3. Program Details:

- A. The city's maximum financial contribution through the SRRP will be \$20,000 per rental unit.
- B. The city's financial contribution through the SRRP will not exceed 50% of the total cost to rehabilitate, construct, or convert a rental unit. The owner/developer is responsible for all remaining expenses beyond the city's contribution.
- C. The owner/developer must provide documentation from a bank/financial institution that shows the owner/developer has the funding in place/secured for the entire project (including the city's contribution).
- D. The city shall reimburse the owner/developer an amount not to exceed \$20,000 per rental unit upon approval of the Certificate of Occupancy for renovated, constructed or converted units.
- E. No city funding will be disbursed without an approved budget for the project.
 1. The approved budget must be in place prior to the start of the project.
 2. The approved budget must include estimated costs of materials and labor.
- F. City funds can only be used to pay for the cost of labor and materials for permanently affixed portions of the rental unit.

- G. City funds cannot be used to purchase items that are not permanently affixed within the rental unit, including, but not limited to furniture and appliances.
- H. City funds cannot be used to pay the owner/developer for their labor costs on the project.
- I. The city will require submission of check stubs/pay stubs as proof of labor costs for workers and detailed receipts as proof of material costs in conjunction with the required inspections.
- J. If a construction company/contractor is seeking SRRP funding, the only eligible funding is for employee labor and insurance costs.
- K. The owner/developer must submit written, detailed statements (proof of payment) as well as receipts for eligible costs of material and labor for work that has been completed as part of the inspection process established by the city's Department of Inspections.
 - 1. The Department of Inspections can also schedule inspections on an as-needed basis.
- L. The applicant for SRRP funds is responsible for all legal fees, all recording fees, and the securing of any pertinent lien waivers.
- M. The city's contribution will be a 0% interest loan that is forgivable after five years.
- N. If within five years of the completion of the project, the rehabilitated/constructed/converted rental unit(s) is sold the owner/developer would be responsible for repaying the city for the city's cost of the project, prorated based on the term of the project.
 - 1. The five-year window for loan forgiveness does not begin until the property is initially rented.
 - 2. The city will provide a full year of rental credit towards the program if the owner/developer provides proof the unit was rented for at least 9 months during a calendar year.
- O. The total amount of funding provided to the owner/developer of the rental unit(s) involved in the SRRP is determined by the total number of units being rehabilitated.

Section 4. Regulations

- A. The owner must complete the agreed-upon improvements within one year of the receipt of notice of approval to obtain the required building permit.
- B. The City's SRRP Program Administrators are responsible for monitoring the compliance of each project utilizing SRRP funding. This includes annual inspections to ensure compliance with the city of Quincy's minimum housing standards.
- C. Selected projects will require site inspection by city building officials to determine structural soundness of the property.
 - 1. Code Violations will be identified and addressed as a priority.
- D. City building officials will also review proposed specifications and cost estimates to make sure the project is feasible.
- E. Property owners receiving SRRP funds shall agree to not file an appeal of the property(s) assessed value to the Adams County Board of Review during the five year compliance period. The penalty for filing an appeal of the property assessed value is the forfeiture of the remaining loan period. The City has the right to immediately call the remaining loan balance based on prorated term of the project.

Section 5. Eligible Properties

- A. The rental unit(s) that would be rehabilitated, constructed, or converted through the SRRP must be privately-owned.
 - 1. The term Owner can include property owners, developers, investors who own one or more buildings on a single site, or scattered properties on more than one site, all of which are under common ownership, management.
- B. A rehabilitation project must consist of four or fewer rental units to qualify for SRRP funding.
- C. The projects can include the rehabilitation of a single family home used as a rental unit, the rehabilitation of a multi-unit complex with four or fewer rental units, or the conversion of an existing commercial building to four or fewer rental units.
- D. SRRP Funds need not be used for each of the units in the project. Nonetheless, the total number of units per project SRRP-assisted plus non-assisted units may not exceed four.

- a. Regardless of the number of SRRP-assisted units in the project, the entire property must be rehabilitated and brought up to the City of Quincy's adopted building codes.

Section 6. Ineligible Properties

- A. SRRP funds cannot be used on any of the following:
 1. Any units contained with a property consisting of five or more rental units
 - i. This could include a single building or several buildings under common ownership
 2. Condominiums
 3. Cooperatives
 4. Manufactured Homes
 5. Owner-Occupied Housing Units
 6. Properties in which SRRP funds were previously expended
 7. Group Homes
 8. Publicly Funded Housing.
 9. Properties within the Downtown Tax Increment Finance Districts.

Section 7. Eligible Activities

- A. SRRP funds may be used for:
 - a. The rehabilitation of existing rental residential properties
 - b. The development of new rental units through new construction
 - c. The development of new rental units through the conversion of an existing commercial property to a residential use.
- B. Rehabilitation is any construction work on an existing residential structure.
- C. The conversion of an existing structure from an alternate use (such as commercial property) to residential housing is an eligible SRRP activity.
- D. SRRP funding may be used on a mixed use project (commercial & residential use) as long as the SRRP funding is only spent on the residential portions of the project. Outside sources of funding would be required for the commercial portions of the project. If SRRP funding is used for the residential portion of the project, the entire building (commercial and residential) must be brought up to the minimum property standards upon completion.

Section 8. Prohibited Activities

- A. Emergency Repair & Weatherization Programs
 1. Properties must be brought up to the city's minimum property standards when SRRP funds are used. Therefore, the use of funding from emergency repair and weatherization-only programs are prohibited, unless the repairs bring the entire property up to the city's minimum property standards.

Section 9. Application

- A. The owner would complete the application and provide supporting documentation as required:
 1. Evidence of Ownership of Building/Property
 2. Current Paid Property Taxes
 3. Sufficient Property Insurance
 4. Evidence of ability to finance project
 - a. Bank's credit memorandum for loans or Line of Credit (LOC)
 - b. The credit memorandum or LOC must be for the full amount of the project (city investment included) as the city will reimburse the owner/developer at the end of the project.
 5. Title Opinion (at owners expense) to verify clean title
 6. Project Details
 - a. Detail renovation specifications with cost estimates
 - b. Detailed project budget with materials and labor
- B. The owner or contractor must also provide

1. Evidence of Licensing
2. Insurance
3. List of proposed subcontractors

Section 10. Program Fees

Owner will pay origination fee of one one-half percent of the loan amount. Owner will also pay for project soft costs, including legal services, title verifications, document preparation and recording fees.

Section 11. Loan Documents

Program documents include:

Mortgage to secure the property as collateral for the loan/grant.

Promissory Note defines the terms of the repayment of SRRP funds.

Regulatory/Recapture Agreement sets forth the terms of compliance required during the term of the SRRP loan.

Section 12. Historic Review

The rehabilitation or conversion of rental units must comply with Downtown District Zoning Design Standards, section 162.026 of the Municipal Code of Quincy for exterior improvements within the downtown, and requirements for landmark properties and/or local historic districts as applicable.

Section 13. Review Committee, Project Selection & Approval

- A. The city of Quincy's SRRP Housing Committee will consist of 6 members appointed by the Mayor of Quincy with consent of the Quincy City Council.
 1. The Committee will include:
 - a. The Mayor or designee
 - b. Three (3) members of the Quincy City Council
 - c. A representative of a local bank/financial institution
 - d. An at-large member from the community
- B. The commission will be authorized to review applications to assure a project meets the goals and objectives of the program and to verify sufficient financial resources to complete the project.
 1. A scoring matrix will be established to rate applications so as to provide a fair and equitable distribution of funding. Factors that will be considered include:
 - a. Owner/Developer Experience
 - b. Amount of Private Investment
 - c. Leveraging Ratio - Level of private investment to public investment
 - d. Impact on Neighborhood
 - e. Financial Feasibility
- C. The Committee will meet as needed to review and approve/deny applications. The committee has the sole authority to approve/deny applications.

Section 14. Prevailing Wage

Loan funds are public monies and compliance with the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) of the State of Illinois may be required depending on the use of the funds. Loan funds utilized for construction and renovation may require contractors and/or subcontractors to pay all laborers, workers and mechanics no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) for Adams County and to perform certain notice and recordkeeping duties. The borrower is responsible for determining the application of the Prevailing Wage Act to its project.

Section 15. Contractor Eligibility

Contractors must provide evidence of licensing and sufficient insurance.

Section 16. Agreement /Contracts

City will use standard agreement documents to assure owner compliance during loan/grant term. Loan documents would include note/mortgage, recapture agreements to assure program compliance.

Section 18. Separability: The provisions of this Ordinance shall be deemed separable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.

Section 19. Savings Clause: That nothing in this Ordinance hereby adopted and incorporated by reference shall be construed to affect any suit or proceeding pending in any court, or any rights acquitted, or liability incurred, or any cause or causes of action acquired or existing, or permits or licenses issued under any act or Ordinance hereby repealed or amended; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 20. Repeal: All ordinances and parts of ordinances in conflict with the provisions of this Ordinance shall be, and the same are, to the extent of such conflict, hereby repealed.

Section 21. Effective Date: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Published in pamphlet form this day of , 2022.

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, December 20, 2021

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

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 14.

The minutes of the regular meeting of the City Council held December 13, 2021, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Assistant Corporation Counsel Bruce Alford.

The City Clerk presented and read the following:

PUBLIC FORUM

No one was present to speak.

PETITION

By South Side Boat Club requesting permission to conduct a raffle and have the bond requirement waived from February 1, 2022, through January 31, 2023. The City Clerk recommends approval of the permit.

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

REPORTS OF THE TRAFFIC COMMISSION

Recommending approval of a "Right Turn Only" for all southbound traffic at the intersection of 7th and Broadway.

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

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

Ald. Bauer, seconded by Ald. Bergman, moved the report be amended to say removal of parking on the west and east sides of North 7th Street from Broadway extending north to the alley entrances. Motion carried.

Ald. Bauer moved the report, as amended, be received and concurred in and an ordinance drafted. Motion carried.

REPORT OF THE FIRE AND POLICE COMMISSIONERS

Recommending approval of \$9,000 for the Illinois Association of Chiefs of Police to assist in conducting a police chief search for the city.

Ald. Rein moved to refer to the Police Committee. Motion carried.

RESOLUTION APPROVING SUBLEASE FOR LINCOLN INTERPRETIVE CENTER

WHEREAS, the City of Quincy has a 50-year lease with Powell Pride II, LLC, for the Lincoln Interpretive Center at 128 North 5th Street; and

WHEREAS, the Lincoln Interpretive Center Advisory Board operates the Lincoln Interpretive Center at 128 N. 5th Street; and

WHEREAS, The District has been subleasing 128 N. 5th Street for its office since 2009; and

WHEREAS, The District Board and the Lincoln Interpretive Center Advisory Board have reviewed the year-to-year sublease; and

WHEREAS, President Bob Beswick has executed the sublease on behalf of The District Board.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to the sublease for 128 N. 5th Street for use as the office for The District.

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

Passed this 20th day of December, 2021.

APPROVED:

Michael A. Troup, Mayor

ATTESTED:

Laura Oakman, City Clerk

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

CITY OF QUINCY
RESOLUTION TO SUPPORT THE ESTABLISHMENT OF A QUINCY RIVERFRONT DEVELOPMENT CORPORATION (QRDC)

WHEREAS, the City of Quincy, Adams County, and the Quincy Park District entered into an intergovernmental agreement to facilitate the development of the Riverfront Master Plan; and

WHEREAS, the Quincy City Council adopted the Riverfront Master Plan on April 20, 2021; and

WHEREAS, the City of Quincy, Adams County, and the Quincy Park District each appointed representatives to the Riverfront Steering Committee to oversee the development of the Riverfront Master Plan; and

WHEREAS, the Riverfront Steering Committee is recommending a governance structure for the future implementation of the Riverfront Master Plan; and

WHEREAS, the recommended governance structure is the Quincy Riverfront Development Corporation (QRDC), which will serve as a Redevelopment Authority that utilizes public funding and/or private source donations; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED that the details of the recommended governance plan are as follows:

1. Area: The QRDC shall direct the implementation of the Riverfront Master Plan in the 89 acres of land located along the Quincy Riverfront, with the boundaries consisting of:

- a. Kentucky Street to Spring Street
- b. 3rd Street to the Riverfront
- c. Maine Street Right of Way from 3rd Street to 4th Street

2. Oversight: The QRDC will be overseen by a nine-member Board of Directors.

a. Two QRDC Directors shall be selected by the City of Quincy.
i. No more than one director selected by the City of Quincy can be an elected member of the Quincy City Council.

ii. The City of Quincy would retain the right to fill these two seats.

b. Two QRDC Directors shall be selected by Adams County.
i. No more than one director selected by Adams County can be an elected member of the Adams County Board.

ii. Adams County would retain the right to fill these two seats.

c. Two QRDC Directors shall be selected by the Quincy Park District.
i. No more than one director selected by the Quincy Park District can be an elected member of the Quincy Park Board.

ii. The Quincy Park District would retain the right to fill these two seats.

d. Three QRDC Directors will be selected At-Large.

i. The three initial at-large directors will be selected by the Riverfront Steering Committee.

ii. After the selection of the three initial at-large directors, all future at-large directors will be selected by the QRDC Board of Directors in accordance with the bylaws for the QRDC.

e. A member of the QRDC Board of Directors other than the honorary members must reside in Adams County.

f. The QRDC Board of Directors may appoint up to four "honorary" members.

i. The honorary members must hold state or federal elected office.

ii. The honorary members would be ex-officio/non-voting.

g. A full term on the QRDC Board of Directors will be three years.

h. The initial terms of the QRDC Board of Directors will be staggered.

i. A member of the QRDC Board of Directors may serve a maximum of three consecutive full terms and shall be absent from the Board a minimum of one year for reappointment.

AND THEREFORE, BE IT FURTHER RESOLVED that the Quincy City Council accepts the recommendation of the Riverfront Steering Committee to form a Quincy Riverfront Development Corporation to oversee the implementation of the Riverfront Master Plan.

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

Adopted this 20th day of December, 2021.

Laura Oakman
City Clerk

Approved this 21st day of December, 2021.

Michael A. Troup
Mayor

Ald. Mast moved for the adoption of the resolution, seconded by Ald. Holtschlag, and on a roll call the following vote resulted: Yeas: Ald. Sassen, Mast, Reis, Awerkamp, Uzelac, Holtschlag, Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg. 12. Nays: Ald. Farha, Rein. 2. Motion carried.

ORDINANCE

Adoption of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 82 (No Parking Zones) Of The Municipal Code Of The City Of Quincy Of 2015 (No Parking York St. from 6th - 7th St.).

Ald. Uzelac moved the adoption of the ordinance, seconded by Ald. Holtschlag and on a roll call each of the 14 Aldermen voted yea.

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

ORDINANCE

Adoption of an Ordinance entitled: An Ordinance Amending Title VII (Traffic Code) Of Chapter 81 (Speed Limits) Of The Municipal Code Of The City Of Quincy Of 2015 (Speed Reduction on Crestview Drive).

Ald. Freiburg moved the adoption of the ordinance, seconded by Ald. Mays and on a roll call each of the 14 Aldermen voted yea.

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

ORDINANCE

Adoption of an Ordinance entitled: An Ordinance Amending Ordinance No. 20-01 (Amending Special Permit For Planned Development 2040 Cherry Street).

Ald. Bauer moved the adoption of the ordinance, seconded by Ald. Bergman and on a roll call each of the 14 Aldermen voted yea.

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

ORDINANCE

Second presentation of an Ordinance entitled: An Ordinance Amending Chapter 40 (Boards And Commissions) Of The Municipal Code Of The City Of Quincy (2015). (Add Washington Theater Redevelopment Commission.)

ORDINANCE

First Presentation of an Ordinance entitled: An Ordinance Amending Ordinance 21-42, The Levying Taxes For The City Of Quincy, In The County Of Adams, And State Of Illinois, For The Fiscal Year Beginning May 1, 2021 And Ending April 30, 2022.

Ald. Farha moved the requirements of Section 32.31 of the City Code of the City of Quincy be waived and the ordinance adopted, seconded by Ald. Sassen, and on the roll call each of the 14 Aldermen voted yea.

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

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, December 20, 2021

	Transfers	Expenditures	Payroll
City Hall.....		16,835.83	
Transit.....	7,000.00		
Airport Loan to General Fund.....	(238,700.00)		
Building Maintenance.....		932.71	
Comptroller.....		458.00	
Commissions.....		350.00	
Police Department.....		11,368.90	
Fire Department.....		5,326.37	
Public Works.....		2,418.32	
Engineering.....		963.08	
GENERAL FUND SUBTOTAL.....	(231,700.00)	38,653.21	0.00
Planning and Devel.....		1,288.06	
911 Surcharge Fund.....		1,536.81	
Traffic Signal Fund.....		940.00	

Police DUI Fund		150.00	
Transit Fund.....		8,970.07	
Capital Projects Fund.....		29,839.72	
Special Capital Funds		37.31	
Water Fund		214,144.43	
Sewer Fund		410,953.61	
Quincy Regional Airport Fund		10,615.57	
Regional Training Facility		1,260.12	
Garbage Fund.....		111.65	
Recycle Fund		133.91	
Central Garage		13,301.29	
Self Insurance		3,467.94	
Health Insurance Fund		23,500.00	
BANK 01 TOTALS	(231,700.00)	758,903.70	0.00
Motor Fuel Tax		21,595.10	
IHDA Grant Fund.....		8,892.00	
2019B GO Street Proj.....		1,260,556.45	
ALL FUNDS TOTALS	(231,700.00)	2,049,947.25	0.00

Michael Farha
Jack Holtschlag
Anthony E. Sassen
Mike Rein
Richie Reis

Finance Committee

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

The City Council adjourned at 7:26 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
City Clerk



CITY OF QUINCY

Department of Information Technology

*Corey Dean
IT Manager
City Hall – 730 Maine Street
Quincy, IL 62301
(217) 221-3675*

MEMORANDUM

TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: December 21, 2021

RE: Update on AT&T/FirstNet Upgrade Project

The IT Department and the Purchasing Department have been working on a project to replace aging cell phones, iPads, and other cellular connected devices because of the elimination of the 3G cellular network by AT&T and all other cellular carriers. The estimated \$5,525.25 costs associated with this project have been discussed with the Technology Committee at previous meetings and approved.

I wanted to take this opportunity to provide a status update on the project.

The Purchasing Department has sent out emails to the various Department Heads outlining the various upgrades and the specific costs that the IT Department will cover vs. the costs that would be incurred by the various departments depending on the equipment choice. So far, the overwhelming reaction has been to go with the \$.99 phones with the cases that we included in the cost structure.

We have identified a few pieces of equipment that were not originally included in the project because the equipment was so old. However, adding that equipment should not increase the overall project costs because of some other equipment that was identified which does not currently need to be upgraded.

We are in the process of making sure that our list of needed equipment is 100% accurate and at that point we will move forward with procurement of the equipment from AT&T. We plan to be able to start migrating devices in mid to late January of 2022.

RECOMMENDATION: There is no additional action that needs to be taken on this item, the update is for additional purposes only.

Thank you.

Corey Dean
IT Manager
(217) 221-3675



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

FINANCE COMMITTEE MEETING

TUESDAY December 28, 2021

6:15 pm

City Hall Caucus Room

AGENDA:

- 1) Approval of Previous Meeting Minutes from December 6, 2021
- 2) Fire & Police Actuarial Valuation FYE 2022, 2023, 2024
- 3) Purchase Tax and Hotel/Motel Tax Rate Review Resolution
- 4) Review Supplemental Action Plan
- 5) Other/New Business
- 6) Public Comment

Distribution:

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



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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



Quincy Plan Commission

Wednesday, December 29, 2021

7:00 p.m.

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

AGENDA

- Call the Meeting to Order
- Approval of the minutes of the regular meeting of the Quincy Plan Commission on Tuesday, November 23, 2021
- Public Comment on Issue(s) Not Listed on the Agenda (limited to three minutes)
- Public Hearing requested by Stephen Mock, on behalf of Quincy-Cullinan, LLC, requesting a subdivision (dividing one lot into two) for property commonly known as 3237-3424 Quincy Mall under the small tracts provision of the subdivision ordinance, presently zoned C3 (Ward 3)
- Public Hearing requested by Houndstooth Holdings, LLC requesting a Special Permit for Planned Development to obtain a liquor license as a means to serve alcohol and operate video gaming machines at 2634-2638 Broadway Street, presently zoned C1B (Ward 4)
- Public Hearing requested by the Alibi Bar requesting a Special Permit to operate as a night club with hours of operation as permitted by ordinance at 500 York Street, presently zoned D2 (Ward 7)
- Additional Business for the Commission
- Adjournment

Quincy Tree Commission

THURSDAY, JANUARY 06, 2022

1:00 PM

QUINCY CITY HALL

730 MAINE STREET



AGENDA

1. Call the Meeting to Order
2. Appointment of Chair/Vice Chair for 2022
3. Approval of Minutes from Oct. 21, 2021
4. Monthly Forestry Reports
5. City Tree Sale
 - Review 2021 Program
 - Discuss 2022 Program
6. Arbor Day Tree Planting (Recap)
7. Community Beautification Award (Recap)
8. Membership/Vacancies
9. Review of Ash Trees for 2022 Treatment
10. Tree City USA Application
11. Right Tree/Right Place
12. Tree Inventory
13. Items from the Floor
14. Public Comment (limited to three (3) minutes)
15. Adjournment

The next meeting will be held: Thursday, April 7, 2022 at 1 p.m. in Quincy City Hall