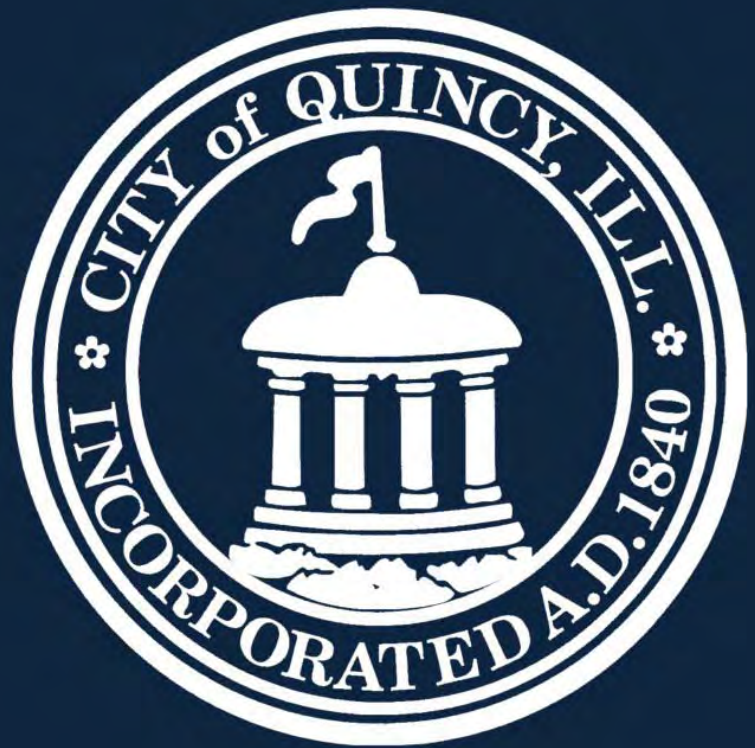


Council Meeting for February 14, 2022



CITY COUNCIL AGENDA

February 14, 2022

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

TOWN BUSINESS

Registered Requests to Speak

**Report Of The Quincy Township Supervisor
For General Assistance For The Month Of January, 2022**

Report Of Town Auditing Committee

PUBLIC FORUM

PETITIONS

By Five Alarm Pyrotechnics requesting permission to hold a fireworks display on February 19th at the Oakley-Lindsey Center at the Hairball concert. The Quincy Fire Department has given their approval.

By Quincy Boat Club requesting to hold a raffle and have the bond requirement waived from March 1st through April 20th. The City Clerk recommends approval of the permit.

SALES TAX REPORT

November, 2021 - \$1,055,141.73

HOME RULE SALES TAX REPORT

November, 2021 - \$994,334.77

MAYORS APPOINTMENTS

Appointments of Alderman Ben Uzelac to the Two Rivers Land Bank

Jason Finney to the Fire and Police Commission,
effect immediately for a three year term ending February 14, 2025

Jonathan Hoover to the Quincy Public Library Board of Trustees

RESOLUTIONS

Resolution Authorizing and Executing Rebuild Capital Grant Agreement.

Resolution to enter into a vendor agreement between the City of Quincy and Two Rivers Regional Council to assist eligible low-income households with payment of their water and sewer bills.

Airport Director recommending the City of Quincy assign the rights and interests outlined in the solar contract with Veregy, LLC to Balance Solar.

ORDINANCES

Adoption of an Ordinance entitled:

An Ordinance Amending Chapter 40 (Boards And Commissions) Of The Municipal Code Of The City Of Quincy (Human Rights Commission; changing quorum requirements).

Second presentation of an Ordinance entitled:

An Ordinance Granting A Special Use Permit For A Planned Development (2435 Maine Street; certain uses permitted and not allowed).

First presentation of an Ordinance entitled:

An Ordinance Amending The 2021-2022 Fiscal Year Budget (Increase/Decrease Revenues in Recycle and Central Garage Funds).

An Ordinance Authorizing Lease Agreement (North Side Boat Club).

REPORT OF FINANCE

TOWN BOARD OF QUINCY

February 14, 2022

AGENDA

7:00p.m

- 1) Roll Call
- 2) Permission to excuse absent aldermen
- 3) Registered Requests to speak
- 4) Approval of previous meetings minutes
- 5) Report of The Quincy Township Supervisor For General Assistance For The month of January 2022.
- 6) Report of the town auditing committee for February 2022
- 7) Presentation by Town Committee of tentative budget and appropriation ordinance for fiscal year 2022/2023 to be placed on file with the Township Clerk 30 days prior to passage.
- 8) Trustee Comments
- 9) Adjourn

Report of the Quincy Township Supervisor for General Assistance for the month of January, 2022

DISBURSEMENTS

Relief orders were issued to 9 cases containing 13 individuals at an average grant per case of \$389.29 \$ 3,503.59

CASH ACCOUNT

Balance January 1, 2022
GA Checking \$ 4,860.39
GA Money Market 66,056.07
Interest 5.61
Total \$ 70,922.07

Obligations paid during the month (3,503.59)
Balance January 31,2022 \$ 67,418.48

Cindy Brink

Supervisor Quincy Township

We the undersigned auditing committee to which were referred the above bills respectfully report it has examined same and recommend their payment.

_____ Bauer Chairman

_____ Bergman

_____ Uzelac

Quincy Township Bill payments for February 2022

| <u>Vendor</u> | <u>Amount</u> |
|---|---------------|
| Adams | 384.04 |
| Alarm Systems | 47.50 |
| Ameren Illinois | 672.58 |
| City of Quincy Self Insurance | 42.63 |
| Digital Copy Systems | 28.45 |
| Illinois School Supply | 53.48 |
| Marco | 41.50 |
| Ms. Lisa Gasko mileage reimbursement for fiscal | 702.00 |
| O'Donnell's | 56.00 |
| US Postmaster | <u>290.00</u> |
| Total | 2,318.18 |

Committee:

_____ Bauer Chairman
_____ Bergman
_____ Uzelac

VENDOR WARRANT DETAIL



[RETURN HOME](#)



[VENDOR SUMMARY](#)



[CONTRACT SEARCH](#)



[PAYMENTS SEARCH](#)



[PAYMENTS ISSUED](#)



[PENDING PAYMENTS](#)



[PAYMENTS NOTIFICATIONS](#)

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| | | | | |
|--------------------------|----------------|----------------|-----------|----------------|
| Warrant/EFT#: EF 0015123 | | | | |
| Fiscal Year | 2022 | Issue Date | 02/04/22 | |
| Warrant Total | \$1,055,141.73 | Warrant Status | | |
| Agency | Contract | Invoice | Voucher | Agency Amount |
| 492 - REVENUE | | A2090422 | 2A2090422 | \$1,055,141.73 |

| IOC Accounting Line Details | | | | | | |
|-----------------------------|--------|--------------|---------------|--------|----------------|--------------------------------|
| Fund | Agency | Organization | Appropriation | Object | Amount | Appropriation Name |
| 0189 | 492 | 27 | 44910055 | 4491 | \$1,055,141.73 | DISTRIBUTE MUNI/CNTY SALES TAX |

ST

| Payment Voucher Description | |
|-----------------------------|---|
| Line | Text |
| 1 | IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2022 |
| 2 | MUNICIPAL 1 % SHARE OF SALES TAX |
| 3 | LIAB MO: NOV. 2021 COLL MO: DEC. 2021 VCHR MO: FEB. 2022 |
| 4 | ?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV |
| 61 | MUNICIPAL 1 % SHARE OF SALES TAX |

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VENDOR WARRANT DETAIL



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[VENDOR SUMMARY](#)



[CONTRACT SEARCH](#)



[PAYMENTS SEARCH](#)



[PAYMENTS ISSUED](#)



[PENDING PAYMENTS](#)



[PAYMENTS NOTIFICATIONS](#)

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| | | | | |
|--------------------------|--------------|----------------|-----------|---------------|
| Warrant/EFT#: EF 0015122 | | | | |
| Fiscal Year | 2022 | Issue Date | 02/04/22 | |
| Warrant Total | \$994,334.77 | Warrant Status | | |
| Agency | Contract | Invoice | Voucher | Agency Amount |
| 492 - REVENUE | | A2090421 | 2A2090421 | \$994,334.77 |

| | | | | | | |
|-----------------------------|--------|--------------|---------------|--------|--------------|-------------------------------|
| IOC Accounting Line Details | | | | | | |
| Fund | Agency | Organization | Appropriation | Object | Amount | Appropriation Name |
| 0138 | 492 | 27 | 44910055 | 4491 | \$994,334.77 | DISBURSE HOME RULE MUNI SALES |

HR

| Payment Voucher Description | |
|-----------------------------|---|
| Line | Text |
| 1 | IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2022 |
| 2 | MUNICIPAL HOME RULE SALES TAX |
| 3 | LIAB MO: NOV. 2021 COLL MO: DEC. 2021 VCHR MO: FEB. 2022 |
| 4 | ?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV |
| 61 | MUNICIPAL HOME RULE SALES TAX |

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CITY OF QUINCY

DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



MEMORANDUM

TO: Mayor and City Council

FROM: Marty Stegeman & Chuck Bevelheimer

DATE: February 10, 2022

SUBJECT: Resolution Authorizing Execution of Rebuild Illinois Capital Grant Agreement
Quincy Transit Line – Intermodal Facility Grant

Consistent with objectives of the Quincy Next Strategic Plan and Quincy Regional Transportation Plan, the City applied for 3.8-million dollars in grant funding from the Illinois Department of Transportation to redesign the municipal parking lot on the northwest corner of 7th and Jersey Street to include an intermodal bus transfer facility. The open bay facility would be designed to accommodate eight full-size buses, provide transit riders shelter from the weather, an improved parking lot, and electric vehicle charging stations.

The City received notice that it was awarded \$1,249,440 for the Downtown Transit Transfer Station. Attached is a resolution authorizing the Mayor to execute the Rebuild Capital Grant Agreement.

Resolution Authorizing and Executing Rebuild Capital Grant Agreement

Resolution authorizing execution of the agreement for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment, and services are essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rollingstock, equipment, and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application is made to the State of Illinois - Department of Transportation, Office of Intermodal Project Implementation for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting eligible public transportation capital costs of County's rural public transportation system.

Section 2. That The Mayor of the City of Quincy is hereby authorized and directed to sign and submit such application ou behalf of the City.

Section 3. That The Mayor of the City of Quincy is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That The Mayor of the City of Quincy is hereby authorized and directed to execute on behalf of the City of the Grant Agreement or subsequent Grant agreement amendments resulting from aforesaid application.

Section 5. That The Mayor of the City of Quincy is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

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

PASSED and APPROVED this day of , 2022.

SIGNED:

Mike Troup, Mayor

ATTEST:

Laura Oakman, City Clerk

RESOLUTION

WHEREAS, the City of Quincy has residents who are considered low-income households by the US Department of Health and Human Services; and,

WHEREAS, Two Rivers Regional Council works with the US Department of Health and Human Services to assist eligible low-income households to pay for drinking water and wastewater services; and,

WHEREAS, the City of Quincy Department of Utilities provides drinking water and wastewater services to low-income households in the City of Quincy; and,

WHEREAS, the City of Quincy and Two Rivers Regional Council wish to enter into a Vendor Agreement, which is attached hereto, which agreement will allow Two Rivers Regional Council to assist eligible low-income households with payment of their water and sewer bills to the City of Quincy Department of Utilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Mayor and City Council that the Mayor may execute the Vendor Agreement attached hereto, and the Department of Utilities shall meet the Vendor Requirements contained therein to assist low-income households with the payment of their water and sewer bills.

Dated

Mayor

Dated

Clerk

VENDOR AGREEMENT

This agreement, dated as of February 9, 2022, is entered into by and between Two Rivers Regional Council, (Agency), and City of Quincy, a supplier of home water and/or waste water, (Vendor).

PURPOSE

Public Law No: 116-260 signed on December 27, 2020, included funding with instructions for the Administration for Children and Families (ACF) within the U.S. Department of Health and Human Services (HHS) to carry out grants to assist low-income households, particularly those with the lowest incomes, that pay a high proportion of household income for drinking water and wastewater services, by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. This act requires that certain assurances be satisfied before assistance payments are made, on behalf of eligible individuals, to suppliers of drinking water and wastewater. This agreement defines the conditions that the Vendor must agree to so that the Agency can make assistance payments to the Vendor on behalf of eligible households.

AGENCY RESPONSIBILITIES

The Agency shall:

- Accept and review client applications and determine eligibility of households for payments.
- Submit applications subject to available funding to the Department for eligible households according to LIHWAP guidelines.
- Follow procedures that minimize the time elapsing between the receipt of funds and their disbursement to vendor.
- Make payments in a timely manner to the vendor on behalf of eligible households for the term of this agreement.
- Follow sound fiscal management policies, including, but not limited to segregation of funds from other operating funds of the agency.
- Notify customer and/or vendor of the customer's eligibility and total benefit amount.
- Incorporate policies that assure the confidentiality of eligible household's usage, balance, and payments.

VENDOR RESPONSIBILITIES

The Vendor shall:

- Provide an invoice that clearly states the cost of the water and/or wastewater service and fees only.
- Accept benefit checks and vouchers on behalf of eligible households for the purpose of providing LIHWAP services for customers identified to receive such benefits.
- Immediately apply the benefit payment to customer's current/past due bill, deposit/reconnect requirements, late fees, or arrearages to eliminate the amount owed by the customer for a period determined by the amount of the benefit.
- Notify the customer of the amount of benefit payment applied to the customer's billing.
- Refund any payments made in error to the LIHWAP agency who made the payment on behalf of the customer.
- Keep customer records confidential.
- Maintain records for four (4) years from the date of this agreement, or longer if the vendor is notified that a fiscal audit for a specific program year is unresolved.
- Make records available for review by authorized staff of the Department of Commerce and Economic Opportunity, Office of Community Assistance.

REQUIRED RECORDS FOR AUDIT PURPOSES

- The vendor will keep records showing the following:
- Name and address of households who received assistance payments.
- Amount of assistance to each household.
- Source of payment.

OTHER PROVISIONS

Term of Agreement

This agreement is effective from the date of execution.

Termination

This agreement may be terminated by either party with a thirty (30) day written notice to the other party. Termination shall not extinguish authorized obligations incurred during the term of the agreement. If funding is withdrawn, reduced, or eliminated by Commerce, the agency has the right to terminate this agreement immediately.

Assignment of Agreement

Neither party may assign the agreement or any of the rights, benefits and remedies conferred upon it by this agreement to a third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

The vendor and the agency do hereby agree to the conditions set forth in this agreement.

Agency

Signature



Date 2/9/2022

Printed Name

Becky Pruden

Name of Company

Two Rivers Regional Council

Vendor

Signature

Date

Printed Name

Name of Company

City of Quincy

The date of this agreement is September 1, 2021 through September 30, 2023

MEMORANDUM

To: City Council
CC: Mayor, Aeronautics Committee
Re: Solar Assignment Agreement
Date: 02/11/2022

Included on Monday's Agenda is a resolution recommending the approval of an agreement assigning the provisions of the City's solar contract with Veregy to Balance Solar.

BACKGROUND

In December, the City Council approved two contracts in relation to the upcoming solar project at the airport. The first was with Veregy who is designing, building, and guaranteeing the project. The second was with Solar Balance to own, maintain, and insure the array for the first six years and pay for 15% of the total project cost.

PROPOSED AGREEMENT

The proposed agreement on Monday's agenda assigns the provisions of the City's agreement with Veregy to Balance Solar. This allows Balance Solar to claim ownership of the array for the first six years and utilize the tax credits.

The agreement does not include any financial obligations to the City.

AERONAUTICS COMMITTEE

The Aeronautics Committee has been informed of the agreement via email outside of a formal committee meeting. Looking forward, I wanted to bring this to the Council before my departure to ensure the City was protected and set up for success with this project and all others. A Aeronautics Committee meeting did not fit within this timeline.

If you have any questions regarding this agreement or any other airport business please feel free to reach out to me via at sshore@quincyl.gov or on my cell at 217-577-9589.



RESOLUTION

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

WHEREAS, the City of Quincy executed a performance contract with Veregy, LLC to provide development of a solar array at Quincy Regional Airport; and,

WHEREAS, the City of Quincy executed an agreement with Balance Solar to pay 15% of the total project cost to own and maintain the solar array for the first six years in order to utilize available tax incentives; and,

WHEREAS, the City of Quincy wishes to assign the rights and interests outlined in the contract with Veregy to Balance Solar; and,

WHEREAS, Balance Solar agrees to assume the provisions; and,

WHEREAS, this agreement includes no financial obligation to the City of Quincy; now,

THEREFORE, BE IT RESOLVED, The Airport Director recommends that the Mayor and City Clerk be authorized and directed to execute and attest this assignment of the contract with Veregy, LLC to Balance Solar.

Sandra Shore
Airport Director
February 14, 2022

**ASSIGNMENT AND ASSUMPTION
OF AND AMENDMENT TO
GUARANTEED ENERGY SAVINGS CONTRACT**

This **ASSIGNMENT AND ASSUMPTION OF AND AMENDMENT TO GUARANTEED ENERGY SAVINGS CONTRACT** (this “Assignment”) is made as of this ____ day of _____, 2021 (the “Effective Date”) by and between the **CITY OF QUINCY, ILLINOIS**, an Illinois municipal corporation (the “City”), and **BALANCE SOLAR FUND XXII, LLC**, a limited liability company (“Balance Solar”), and joined in by **VEREGY, LLC**, a Delaware limited liability company (“Veregy”). The City, Balance Solar and Veregy are collectively referred to hereinafter as the “Parties.”

WITNESSETH

- A. The City is an Illinois municipal corporation and is authorized, pursuant to Section 50 ILC 515/5, to enter into a guaranteed energy savings contract with a qualified provider wherein one or more energy conservation measures are implemented at a city-owned or operated facility.
- B. Pursuant to 50 ILCS 515/5 "energy conservation measure" is defined as “any improvement, repair, alteration, or betterment of any building or facility owned or operated by a unit of local government or any equipment, fixture, or furnishing to be added to or used in any such building or facility, subject to all applicable building codes, that is designed to reduce energy consumption or operating costs.”
- C. In accordance with the requirements of 50 ILCS 515, the City issued a request for proposals and qualifications (“RFP/RFQ”) from qualified service providers for a guaranteed energy savings contract wherein one or more energy conservation measures would be implemented for the Quincy Regional Airport, located at 1645 IL-104, Quincy, IL 62305 (the “Airport”), which is a facility owned and operated by the City.
- D. On or about July 9, 2020, Veregy, through its subsidiary company, Control Technology & Solutions, LLC (referred to hereinafter as “Veregy”), submitted a response to the RFP/RFQ wherein Veregy proposed, as an energy conservation measure, to furnish and install a solar array that would be interconnected with Prairie Power to provide electricity to the Airport, thereby reducing the City-owned facility’s energy consumption.
- E. In an effort to reduce the overall cost of the project, Veregy proposed in the RFP/RFQ response that the City enter into a Power Purchase Agreement / Solar Procurement Agreement with a third-party that would own the solar array and would sell the power produced back to the City.
- F. The City, based on and in acceptance of the response to the RFP/RFQ, selected Veregy as the qualified provider and Veregy and the City entered into a Guaranteed Energy Savings Contract on or about _____, 2021 (the “Performance Contract”), wherein Veregy agreed, in accordance with 50 ILCS 515, to furnish and install the solar array, as described in said Performance Contract (the “Solar Array”).
- G. Pursuant to 20 ILCS 3855/1-1 *et seq.*, the City is authorized to enter into a Power Purchase Agreement with a third-party solar installation owner.

- H. Simultaneous with the execution of this Assignment, the City is entering into a Power Purchase Agreement, entitled “Prepaid Solar Agreement”, with Balance Solar, wherein Balance Solar has agreed to pay for the costs of construction and maintenance of the Solar Array, will own the Solar Array and will sell the power generated by the Solar Array to the City for use at the Airport for eighty-five percent (85%) of the cost of construction.
- I. Thus, as a result of entering into the Power Purchase Agreement a/k/a Prepaid Solar Agreement, the energy conservation measure (the Solar Array), will be constructed by the qualified provided selected by the City pursuant to the RFP/RFQ, the selected qualified provider, Veregy, will furnish and install the Solar Array, and, as a result, the City-owned facility, the Airport, will reduce energy consumption, but at a cost that is eighty-five percent (85%) of what otherwise would have been paid by the City.
- J. In order to accomplish the objectives set forth in the Power Purchase Agreement and to realize the reduced overall costs of construction, the City is required to assign the Performance Contract to Balance Solar (since Balance Solar will pay the costs of construction and own the Solar Array). Veregy will then construct the Solar Array for Balance Solar, but, as provided herein, will continue to furnish the City with the guaranteed energy savings guarantee required by 50 ILCS 515/20.
- K. In accordance with the terms and conditions set forth herein, the City desires to assign to Balance Solar, and Balance Solar desires to assume from the City, the City’s entire right, title, and interest in and to the Performance Contract.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Assignment/Assumption.** The parties recognize that the City desires to assign, transfer, delegate, and set over to Balance Solar, and Balance Solar desires to assume from City, all of City’s rights, title, and interests in and to the Performance Contract as of the Effective Date. Balance Solar accepts the foregoing assignment as of the Effective Date and assumes and agrees to perform, fulfill, and observe all duties of the City under the Performance Contract to the extent that such duties, obligations, and liabilities arise on or after the Effective Date.

2. **Consent, Confirmation, and Covenant of Veregy.** Pursuant to Section 10.1 of the Performance Contract, Veregy hereby consents to the City’s assignment and Balance Solar’s assumption of the Performance Contract under the conditions as follows:

a. Balance Solar shall perform, fulfill, and observe all duties of the City under of the Performance Contract to the extent such duties, obligations, and liabilities arise on or after the Effective Date. Veregy shall continue to perform, fulfil and observe all duties of Veregy pursuant to the terms and conditions of the Performance Contract.

b. The Parties acknowledge that pursuant to 50 ILCS 515/20, Veregy, as the qualified provided, is obligated to provide a “written guarantee of [Veregy] that either the energy or operational cost savings, or both, will meet or exceed within 20 years the costs of the energy conservation measures.” The Parties acknowledge and agree that after the assignment of the Performance Contract to Balance Solar, the City shall remain the sole beneficiary of any and all terms of the Performance Contract that set forth a performance guarantee, as required by 50 ILCS 515/20, including, but not limited to, those set forth in Attachments “D” and “E”. The Parties

further acknowledge and agree that nothing herein or in the Performance Contract shall be deemed a guarantee of the energy conservation measures by Balance Solar for the benefit of the City. The Parties acknowledge and agree that the performance guarantees included in the Performance Contract (Attachments “D” and “E”) are solely the guarantees of Veregy and are solely for the benefit of the City.

c. The performance and payment bonds required of Veregy by Sections 11.8 and 11.9 of the Performance Contract will remain for the benefit of the City after the Effective Date.

d. In addition to the requirements of Sections 2(b) and (c), the Parties acknowledge and agree that the City will be an intended third-party beneficiary of any terms or conditions of the Performance Contract that pertain to statutory requirements for work performed on the City’s property.

e. In consideration of Veregy’s consent to the Assignment, the City agrees to place eight-five percent (85%) of the price of the work (\$1,213,582), which represents the amount due from the City to Balance Solar under the Prepaid Solar Agreement, into escrow with a mutually agreed upon title company within thirty (30) days of the Effective Date to be disbursed to Veregy in accordance with Section 6.2.1 of the Performance Contract. Balance Solar shall place the remaining fifteen percent (15%) of the price of the work (\$214,162) into the same escrow account within fifteen (15) days of Substantial Completion of the Project, which shall be disbursed to Veregy upon final completion. Veregy shall pay any title company fees associated with having the funds placed in escrow.

f. The Parties acknowledge and agree that Balance Solar shall be entitled to any 179D Deduction available as a result of the design, work, labor or materials furnished by Veregy pursuant to the Performance Contract. No representations are made by any of the Parties as to the availability or amount, if any, of any 179D Deductions for the design, work, labor or materials furnished pursuant to the Performance Contract.

g. The representations and obligations of the City set forth in Sections 2.5.1 through 2.5.3 and 3.8 of the Performance Contract (“Hazardous Materials Provisions”) pertaining to hazardous materials are not assigned to Balance Solar, but remain representations and obligations of the City. In the event of the discovery of any hazardous materials, as defined therein, during the performance of the work, Veregy shall be entitled to additional time and/or compensation resulting from said hazardous materials, including any agreed upon remediation of the same, from the City, as set forth in the Hazardous Materials Provisions, together with any required indemnity.

h. The City shall solely remain obligated to provide the builder’s risk insurance for the project required by Section 8.4.1 of the Performance Contract.

i. Except as otherwise set forth in Section 2(b) through (i) of this Assignment, as of the Effective Date, Veregy shall recognize Balance Solar as the successor and assign of City for all purposes under the Performance Contract.

3. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any choice of law provisions thereof.

5. **Entire Assignment.** This Assignment, together with all the exhibits and schedules hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, or undertakings between the parties with respect to the subject matter hereof, both written and oral.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first set forth above.

CITY:

THE CITY OF QUINCY, ILLINOIS
an Illinois municipal corporation

By: _____
Name: _____
Title: _____

BALANCE SOLAR:

BALANCE SOLAR FUND XXII, LLC
a limited liability company

By: _____
Name: _____
Title: _____

VEREGY:

VEREGY, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ORDINANCE NO. _____

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

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

Section 1. That Section 40.156 of the Municipal Code of the City of Quincy be and hereby is amended to read as follows:

40.156 ESTABLISHMENT OF COMMISSION.

There is hereby established a commission to be known as the Human Rights Commission consisting of 9 members to be appointed by the Mayor, by and with the advice and consent of the City Council, to serve for three years or until their successors are duly appointed and qualified; provided, however, that of the initial members, five shall be appointed for three years, five for two years and five for one year. The Commission shall choose its own Chairperson and Secretary. The Commission shall render an annual report, to the Mayor and City Council.

QUORUM. Five voting members of the Commission shall constitute a quorum; provided, however, that if any vacancies exist as to voting members a simple majority of voting members then serving shall constitute a quorum.

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 its passage, approval and publication.

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this ____ day of _____, 2022.

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT

WHEREAS, Rupp Enterprises did previously file a request for Approval of Conceptual Plan, Preliminary Plat and Final Plat with the City of Quincy, all in accordance with the Ordinances as provided; and,

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

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

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

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

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

SECTION 2. Uses:

- The following uses are allowed:
 - o Gymnasium
 - Youth Sports Practices
 - Adult Recreational Sports Leagues
 - Personal/Group Training (Fitness/Athletics/Agility)
 - o Kitchen
 - Preparation of Baked Goods
 - Preparation of Seasoning Mix
 - o Classrooms
 - Dance Studio
 - Music/Recording Studio
 - Limited Educational Opportunities
- The following uses are not allowed:
 - o Retail sales
 - o Professional Office Space

- Indoor Customer Seating within the Kitchen
- Youth Sports Games/Competitions

SECTION 3: Conditions:

- The petitioner must notify the Department of Planning and Development of any future tenants to confirm future uses are in compliance with this Special Permit for Planned Development
- The petitioner shall construct a second parking lot (with a minimum of 30 parking stalls) following the issuance of a total of ten Certificates of Occupancy for the proposed residential units.
 - The parking lot must receive a site plan review by City Staff and must be hard-surface as required by city code.
 - No future Certificates of Occupancy for residential units shall be issued until the parking lot has been completed and reviewed for site plan compliance by city staff.

ADOPTED:

CITY CLERK

APPROVED:

MAYOR

Officially published in pamphlet form this day of , 2022.



CITY OF QUINCY

Comptroller's Office

Sheri L. Ray
Comptroller

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

MEMORANDUM

TO: Mayor and City Council
FROM: Sheri Ray
DATE: February 11, 2022
SUBJECT: Supplemental Budget Ordinance

Please find attached the Supplemental Budget Ordinance to be presented at the February 14, 2022 Council Meeting.

The purpose of this supplemental is to increase:

- 1.) Recycle Fund 534 budget for fleet maintenance expense and
- 2.) Central Garage Fund 601 budget for Equipment Parts

Both funds have received excess revenues that will be used to increase the expense line items. The Recycle Fund has additional revenue exceeding budget from the Sale of Recycled Material. The Central Garage Fund has additional revenue exceeding budget from the sale of fuel/parts/commercial repairs.

If you have any questions, please let me know.

CC: Lonnie Dunn, Corporation Counsel
City Clerk Laura Oakman
Jeff Mays, Director of Admin Services
Kevin McClean, Director of Central Services

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2021-2022 FISCAL YEAR BUDGET

WHEREAS, the City Council of the City of Quincy, Adams County, Illinois, hereinbefore adopted Ordinance No. 21-21, an annual budget for general corporate and special corporate purposes for the City of Quincy for the fiscal year beginning May 1, 2021 and ending April 30, 2022; and

WHEREAS, the City Council has determined that expenditures, as set forth in said ordinance for certain operations, acquisitions, and projects within and for the various departments of the City will exceed the amounts provided in said ordinance and which expenditure will increase the total annual budget; and,

WHEREAS, there exists certain revenues, not included in the annual budget, which are available for expenditure by the City; and,

WHEREAS, Section 43.18 (Annual budget-Council transfers, revisions, or amendments) of the Quincy City Code reserved to the City Council the authority to amend the annual budget to increase the budget (upon a two-thirds vote of the Council) provided funds are available for said increase; and,

WHEREAS, the Recycle Fund #534 has received additional revenue from the sale of recycled material and this additional revenue may be used to increase the fleet maintenance expenditure budget for the Recycle Fund; and,

WHEREAS, the Central Garage Fund #601 has received additional revenue from the sale of fuel, parts, and commercial repairs and this additional revenue may be used to increase the budget for equipment replacement parts; and,

WHEREAS, the City is a home rule unit of local government under the Constitution of the State of Illinois, Article VII, Section 6 and this ordinance is adopted pursuant to said authority and the authority of Section 43.18 of the Quincy City Code.

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

- 1. That the annual operating budget set forth in Ordinance No. 20-13 of the City of Quincy, be and is hereby amended by authorizing the increase/decrease in revenues and expenditure as follows:

2. **Recycle Fund #534**

Increased Revenue:

Sale of Recycled Material (534-0000-376.02-04) \$ 24,000

Increased Expenses:

Fleet Maintenance (534-3114-403.36-01) \$ 24,000

Central Garage Fund #601

Increased Revenue:

Summary Total Charges (601-0000-363.02-90) \$ 85,000

Increased Expenses:

Equipment Replacement Parts (601-3115-403.45-04) \$ 85,000

- 3. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in accordance with law.

ADOPTED _____

City Clerk

APPROVED _____

Mayor

Officially published in pamphlet form this _____ day of _____, 2022.

CITY OF QUINCY AND THE NORTH SIDE BOAT CLUB
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of 2022 by and between the CITY OF QUINCY, an Illinois Municipal Corporation, (hereinafter called City") and THE NORTH SIDE BOAT CLUB, an Illinois Not For Profit Corporation, (hereinafter called Lessee).

RECITALS:

City owns certain property in the area commonly known as 200 South Front Street, Quincy, Illinois and which is legally described as follows:

Lot Three (3) in the river fraction block number twenty-five (25) in the original town, now City of Quincy, in the County of Adams and State of Illinois

(hereinafter referred to as the 'Premises" or "Boat Club Facilities").

2. Lessee, an Illinois Not For Profit Corporation is engaged in social, and philanthropic activities including out of doors sporting activities and education.

3. City has previously leased to Lessee said Boat Club Facilities in a Lease dated March 5, 2015.

4. City also previously leased to Lessee said Boat Facilities in a Lease dated June 7, 1999, which property was not needed or required for any public purpose and which the city does not anticipate during the term of this Lease will be required or necessary for any public use or purpose; and,

5. City has also previously entered into a Lease Addendum dated June 26, 2012.

6. The parties desire to terminate all prior leases and addendums between them and are willing to enter into a new lease with the terms and conditions hereof.

NOW, THEREFORE

ARTICLE I
PREMISES AND PRIVILEGRS

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City hereby leases to Lessee and Lessee hereby hires and takes from City the above-described Boat Club Facilities and certain attendant privileges, uses and rights, as hereinafter specifically set out.

A. DESCRIPTION OF PREMISES DEMISED: The premises hereby leased are described above together with all improvements, fixtures, and attachments thereto.

B. USE. The demised premises shall be used and occupied by the Lessee for all such lawful uses associated with its organization including the sponsorship of trap leagues, lawful out of doors sporting activities and education.

ARTICLE II OBLIGATION OF LESSEE

A. LEASEE ASSUMES ALL COSTS. This Lease in every sense shall be without cost to the City. It shall be the sole responsibility of the Lessee as further specified in this Lease to keep, maintain, repair and operate the entirety of the demised premises and all improvements and facilities placed thereon at the Lessee's sole cost and expense including the cost of insurance and taxes, if any, levied upon the premises.

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

C. ALTERATION OF FACILITIES. Lessee will not permit any mechanic's liens or any other license or claims which would be superior to the City's interests to be attached to said premises during the term and no improvements made or material or labor used or expended upon said premises shall be a lien or priority over the interest of City herein without the express consent in writing of City. In the event that any person, corporation or other entity files any lien against said premises at any time during the term hereof, Lessee shall promptly remove the same within thirty (30) days of receiving notice of the filing of said lien or demand by City to remove said lien or file suit within said period to remove said lien and pursue said suit diligently. In the event of Lessee's failure to so remove any such lien or encumbrance within the time herein provided, this Agreement shall be deemed to be in default as hereinafter provided. Lessee shall provide City with such other details and specifications as City may require regarding the location, construction and mechanical specifications of any proposed alterations, additions or changes to the Boat Club Facilities. No construction shall be commenced until said Site Plan has been reviewed and finally approved, in writing, by City.

D. REPAIRS AND MAINTENANCE. Lessee covenants throughout the term of this Lease, at its sole cost and expense to maintain the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice. Lessee shall keep and maintain all portions of the premises in a clean and orderly condition, free of accumulated trash, junk or rubbish.

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

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

G. COMPLAINTS WITH LAWS. From and after the Effective Date and until this Lease terminates or expires, Lessee shall comply promptly with all applicable federal, state or local governmental statutes, ordinances, rules, regulations and orders, in effect during the term of this Lease or any part thereof regulating Lessee's use of or operations upon the Premises or otherwise applicable to the Premises.

H. ASSIGNMENT OF LEASE, SUBLETTING.

1. Assignment: Lessee shall not have the right or privilege of sale, assignment or transfer of this lease (including sublease) without the prior written approval of City. In the event the City consents to any sale or assignment by Lessee of its interests herein, Lessee shall not be relieved from liability for the obligations hereunder which accrue thereafter, unless City, at its discretion, agrees to waive said liability.

I. TAXES. Lessee agrees to pay any taxes or assessments which may be lawfully levied against Lessee's occupancy or use of the demised premises or any improvements placed thereon as a result of Lessee's occupancy, including and not limited to any tax now or hereafter levied on the demised premises hereunder.

J. VACATING PREMISES. Lessee shall notify the City immediately in writing if Lessee intends to vacate the Premises.

ARTICLE III TERM OF LEASEHOLD CITY OPTION TO TERMINATE

A. TERM. The term of this Lease shall be for a period of ten (10) years commencing on the day this lease was entered into.

B. RENEWAL OPTION. The Lessee hereunder shall have the right and privilege to renew this Lease for two (2), five (5) year periods provided that the Lessee shall be required to give written notice of its intent to exercise such renewal option to the City as provided under Article VII, Paragraph D of this lease at least six months prior to the expiration of the same or of any extension thereof. A rental fee of five-hundred dollars (\$500.00) per year shall be paid to the City by the Lessee for the first option period, and a rental fee of one-thousand dollars (\$1,000.00) per year shall be paid to the City by the Lessee for the second option period.

C. TERMINATION BY CITY: Notwithstanding the foregoing, the City shall retain the right to terminate the Lease upon ninety (90) days written notice to Lessee, in the event, the City determines, in its sole discretion that said property is needed or required for public purposes, including, but not necessarily limited to the expansion of or use in connection with the City water treatment facilities.

ARTICLE IV RENTALS

A. RENTAL. For the land, are rental fee of two-hundred and fifty dollars (\$250.00) per year shall be paid to the City by the Lessee at the commencement of this lease. The rental due upon any renewal of this Lease shall be in the amount mutually agreed upon by the City and the Lessee.

B. TIME OF PAYMENT. Said ground rental shall be paid annually in advance upon the execution of this Lease and on the same day of each year thereafter during the term hereof or any extension.

ARTICLE V INSURANCE AND INDEMNIFICATION AND CASUALTY

A. INSURANCE.

1. Insurance on the Premises: Lessee agrees that it will keep the Premises insured, at a minimum, against loss or damage by fire or other casualty, in an amount not less than the full replacement value of the Premises (less the cost of land) as determined from time to time.

2. LESSEE'S LIABILITY INSURANCE:

- a. General Liability: Lessee agrees to maintain, at its own expense, at all times during the term of this Lease, a policy of commercial (comprehensive) general liability insurance covering the Premises and its operations for personal injury, death, property damage, completed operations, and contractual liability insurance insuring its indemnity obligations under Article V(B) that may occur in or about the Premises having minimum protection limits of not less than Two Million Dollars (\$2,000,000) for general aggregate and Two Million Dollars (\$2,000,000) for each occurrence, including the following coverages: Two Million Dollars (\$2,000,000) for products and completed operations aggregate; One Million Dollars (\$1,000,000) for personal and advertising injury; Five Hundred Thousand Dollars (\$500,000) for property damage; One Hundred Thousand Dollars (\$100,000) for fire damage; and One Thousand Dollars

(\$1,000) for medical expenses. Lessee shall name the City as an additional insured on such liability insurance policy and the insurance company issuing such policy shall be required to give the City not less than thirty (30) days notice prior to the effective date of any material alteration or cancellation of such policy. Additionally, Lessee agrees the aforementioned coverage shall increase in the event City's insurance carrier recommends an additional amount of minimal coverage.

- b. **Dram Shop Liability Insurance:** Lessee agrees to maintain, at its own expense, at all times during the term of this Lease, a policy or policies of dram shop insurance (not less than the statutory maximum liability under Illinois law), which will insure City against liability for injury or death of persons or loss or damage from any such dram shop liabilities, claims, suits or damages. Lessee shall cause the City to be listed as a named insured and such insurance company shall be required to give City not less than thirty (30) days prior notice in the event of cancellation or material alteration or such coverage.
- c. Lessee shall provide to the City a copy of any and all insurance policies and a Certificate of Insurance that states the City has been endorsed as an additional insured.

B. INDEMNITY.

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

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

ARTICLE VI
COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

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

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

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

B. If the Lessee fails to comply with any applicable Environmental Requirement, the City, in addition to its rights and remedies described elsewhere in this Lease, at its election, may enter the demised premises and take such measures as may be necessary to ensure compliance with the Environmental Requirements, all at the Lessee's expense.

ARTICLE VII
TERMINATION OF LEASE, DEFAULT AND SUBORDINATION

A. TERMINATION. This Lease shall terminate at the end of the term hereof or at the end of any extension of the same pursuant to the options for extensions herein granted, or as otherwise provided herein and Lessee shall have no further right or

interest in any of the lands or buildings or other improvements thereon. Upon termination of this Lease, in any way, Lessee will yield up said demised premises to said City in good condition and repair.

B. REMOVAL OF IMPROVEMENTS, Notwithstanding anything herein to the contrary, Lessee shall remove from the premises all of the improvements placed or constructed upon the real estate by Lessee within 30 days prior to the end of the lease, and shall repair any damage to the premises caused by such removal.

C. HOLDING OVER. Lessee will, at the termination of this Lease, by lapse of time or otherwise, yield up immediately possession to City, and failing to do so, will pay as liquidated damages for the whole time such possession is withheld, the sum of Two Hundred Fifty Dollars (\$250.00) per day, but the provisions of this paragraph shall not be held as a waiver by City of any right or re-entry, as hereinafter set forth, nor shall the receipt of said rent, or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants, nor shall the statutory rights such as forcible detainer be impaired.

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

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

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

E. REMEDIES.

1. In the event of Lessee's default, the City shall have the following rights and remedies:

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

B. REMEDIES CUMULATIVE, NO WAIVER. The specified remedies to which City may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision of this lease, the failure of City to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by City of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by City of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by City, and supported by an adequate consideration. In addition to the other remedies in this Lease provided, City shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this lease.

ARTICLE VIII
GENERAL PROVISIONS

A. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lessee.

B. NOTICES. Any notice, which shall be deemed to have been received (a) if deposited post pre-paid in the United States mail, on the third business day after such deposit, (b) if transmitted via facsimile, on the day of such transmission, and (c) if personally delivered or if transmitted via Federal Express, United Postal Service, Express Mail or any commercial carrier, on the day of receipt.

C. SUCCESSORS AND ASSIGNS. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

D. CITY'S RIGHT TO INSPECTION. The City or its agents may have free access to the demised premises at all reasonable times and under reasonable restrictions for the purpose of examining the same or of inspecting the use by the Lessee of the same, or to see if the terms of this Lease, or renewal thereof, are being observed by the Lessee.

E. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this lease shall be binding until and unless executed in writing by City and Lessee. No waiver of any of the provisions of this Lease shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

F. MISCELLANEOUS.

1. Where in this Lease rights are given to either City or Lessee, such rights shall extend to the agents, employees or duly authorized representatives of such persons.

2. This instrument is executed by corporations. Such execution has been authorized by a duly adopted resolution of the Board of Directors of each such corporation, which resolutions, duly certified, shall be delivered to the other party, if requested.

G. EFFECT OF INVALID PROVISION. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provisions to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereunto set their hands in several counterparts this _____ day of _____, 2022.

(Corporate Seal)

CITY OF QUINCY

BY: _____
Michael A. Troup, Its Mayor

ATTESTED:

BY: _____
Laura Oakman, Its City Clerk

(Corporate Seal)

NORTHSIDE BOAT CLUB

BY: _____
Tyler Hill, Its President

ATTESTED:

BY: _____
C. Randall Neiswender, Its Treasurer

ORDINANCE NO. _____
AN ORDINANCE AUTHORIZING LEASE AGREEMENT
(NORTH SIDE BOAT CLUB)

WHEREAS, the City owns certain property in the area commonly known as 200 South Front Street, Quincy, Illinois and which is legally described as follows:

Lot Three (3) in the river fraction block number twenty-five (25) in the original town, now City of Quincy, in the County of Adams and State of Illinois; and

A rectangular area measuring eighty-five feet (85*) by about one hundred sixty feet (160*), more or less, the southern edge of which is located immediately adjacent to the existing leased premises (Expansion Area).

(hereinafter referred to as the "Premises"); and,

WHEREAS, North Side Boat Club, is an Illinois not for profit corporation formed and established for the purpose of operating, managing and maintaining a boat club facility, and is engaged in social, and philanthropic activities including out of doors sporting activities and education, and,

WHEREAS, the City has previously leased to North Side Boat Club said Premises, which property was not needed or required for any public purpose and which the City does not anticipate during the term of the Lease will be required or necessary for any public use or purpose; and,

WHEREAS, the City has previously approved addendums to said Lease, and

WHEREAS, North Side Boat Club desires to enter into a new lease, which excludes the lease of the Expansion Area as stated herein, and the City is willing to lease subject to the terms and conditions hereof.

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

WHEREAS, 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, that the Mayor be and is hereby authorized to enter into a lease agreement subject to the terms and conditions and in the form and manner of the attached Exhibit A and to execute such other and further documents or instruments as may be necessary to give full force and effect to this ordinance.

ADOPTED: _____

CITY CLERK

APPROVED: _____

MAYOR

Officially published in pamphlet form this ____ day of _____, 2022.

THE CITY COUNCIL

OFFICIAL PROCEEDINGS

REGULAR MEETING

Quincy, Illinois, February 7, 2022

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, Averkamp, Uzelac, Holtschlag. 14.

The minutes of the regular meeting of the City Council held January 31, 2022, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Corporation Counsel Lonnie Dunn.

The City Clerk presented and read the following:

PUBLIC FORUM

Barry Cheyne, 4614 Covington Lane, stated that the Fire & Police Commission wants to thank the Police Aldermanic Committee for their support, and that a final eligibility list for the position of Chief of Police has been approved.

Ben Inman, 527 Broadway, Apt 1001, stated that he wanted the roads fixed and that Blessing Hospital employees are J-walking across Broadway.

Ald. Ben Uzelac and Ald. Jack Holtschlag left the council chambers at 7:07 p.m.

Jason Priest spoke to the council.

Ald. Ben Uzelac and Ald. Jack Holtschlag returned to the council chambers at 7:09 p.m.

PETITIONS

By the following organizations requesting permission to conduct a raffle and have the bond requirement waived: St. Anthony Church (St. Dominic Junefest) from April 4 through June 4, 2022; and St. Anthony Church from May 21 through July 16, 2022. The City Clerk recommends approval of the permits.

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

By Turner Brothers Garage, Inc. to rezone an approximately 38,000 square foot section of property located at 4701-4729 Broadway Street from C1B (Commercial) to C2 (Commercial) to establish the same zoning classification (C2) as the remaining approximately 90,000 square feet of property at 4701-4729 Broadway.

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

By Recovery Anonymous to rezone the property at 1111 North 8th Street from R2 (Two-Family Residential) to R3 (Multi-Family Residential) to allow for use as a sober living house, which is considered a halfway house in the City of Quincy's Municipal Code.

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

By Recovery Anonymous for a Special Permit to operate a sober living house, which is considered a halfway.

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

MONTHLY REPORTS

The monthly reports of the City Clerk, the City Treasurer, and the City Comptroller for the month of January, 2022; Forestry Department, Sign & Paint, Recycling, and Street Cleaning Departments for the month of December, 2021; were ordered received and filed on a motion of Ald. Farha. Motion carried.

RESOLUTION

WHEREAS, the Department of Utilities required the purchase of an 8 inch water meter for the replacement of an aging meter on an industrial water service; and,

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

WHEREAS, the City has received an invoice from Midwest Meter, Inc. of Edinburg, Illinois, totaling \$14,484.75 for the purchase of the meter; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Midwest Meter, Inc., of Edinburg, Illinois, in the amount of 14,484.75 be approved for payment.

Jeffrey Conte, P.E

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, the Department of Utilities and Engineering advertised for bids for the 2022 Collapsed Sewer Repair Project which includes the repair of two (2) collapsed sanitary sewers; and,

WHEREAS, the following bids were received:

| | |
|---------------------------|--------------|
| Rees Construction Company | |
| Quincy, Illinois | \$327,114.00 |
| Laverdiere Construction | |
| Macomb, Illinois | \$272,492.00 |
| Engineer's Estimate | \$400,000.00 |

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the low bid from Laverdiere Construction of Macomb, Illinois, in the amount of \$272,492.00 be accepted and that the Mayor be authorized to sign the necessary contract documents.

Jeffrey Conte, P.E

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, two aging pumps at the North 42nd Street lift station recently failed and required replacement; and,

WHEREAS, the replacement pumps and valves were purchased from the pump manufacturer through the regional representative Hydro-Kinetics Corporation of St. Louis, Missouri; and,

WHEREAS, the pumps have been delivered and an invoice received in the amount of \$11,482.64 for the replacement parts; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice from Hydro-Kinetics Corporation of St. Louis, Missouri, in the amount of \$11,482.64 be approved for payment.

Jeffrey Conte, P.E

Director of Utilities & Engineering

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

RESOLUTION

WHEREAS, the City of Quincy carries comprehensive insurance on all property and equipment associated with the Department of Utilities including the Waste Water Treatment Plant and Water Treatment Plant; and,

WHEREAS, the Department of Utilities has received notification from its insurance broker, Willis Towers Watson Midwest, Incorporated of Chicago, that the 2022 annual premium for the All-Risk Property Insurance Policy will be \$272,671.00; and,

WHEREAS, the terms of this policy require a twenty-five percent (25%) down payment of \$68,167.75 and nine (9) equal payments of \$22,722.58; and,

WHEREAS, the Director of Utilities and Engineering has reviewed the terms and financial summary for the policy and finds them to be acceptable; and,

WHEREAS, funds for a portion of this expenditure are available in the current Water Fund and Sewer Fund fiscal year budgets with the remainder being budgeted for the 2022/2023 fiscal year.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that payment to Willis Towers Watson Midwest, Incorporated of Chicago for a down payment of \$68,167.75 and nine (9) monthly payments of \$22,722.58 (totaling \$272,671.00) be approved for payment upon receipt of the invoices.

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

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

RESOLUTION

WHEREAS, the City of Quincy utilizes the JULIE Illinois One-Call System for the notification of utility locating requests; and,

WHEREAS, the City's annual assessment is determined by the total number of print, email and voice transmissions for the prior calendar year; and,

WHEREAS, an invoice in the amount of \$7,802.46 has been received for the 2022 annual assessment; and,

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

WHEREAS, funds for this service are available in the 2021/2022 Water Fund and Sewer Fund fiscal year budgets.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the invoice from JULIE, Inc. of Bedford Park, Illinois, in the amount of \$7,802.46 be approved for payment.

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

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

RESOLUTION

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

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

WHEREAS, Klingner and Associates of Quincy has submitted an invoice in the amount of \$18,314.18 for costs associated with these services; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Utilities Committee recommend to the Mayor and Quincy City Council that the invoice from Klingner and Associates of Quincy, Illinois, in the amount of \$18,314.18 be approved for payment.

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

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

RESOLUTION

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

WHEREAS, in order to meet Federal safety standards in accordance with the Part 139 Certification Program, the airport

acquired a new Aircraft Rescue Fire Fighting (ARFF) vehicle with a federal grant; and,

WHEREAS, the airport took delivery of the new ARFF truck in June, 2021; and,

WHEREAS, under federal regulation the airport is required to put the new rescue vehicle into service for emergency use; and,

WHEREAS, the ARFF truck needs ancillary equipment to be put into service; and,

WHEREAS, a request for proposal was issued for the various equipment needed; and,

WHEREAS, the various vendors were the low bidder on various pieces of the equipment; and,

WHEREAS, the airport proposes awarding the equipment to the following vendors:

| | |
|------------------------------|-------------------|
| Sentinel Emergency Solutions | |
| St. Louis, MO | \$34,159.00 |
| Municipal Emergency Services | |
| Deer Creek, IL | \$25,641.00 |
| MacQueen Emergency | |
| Eureka, MO | \$36,209.00 |
| A.E.C. Fire & Safety | |
| Springfield, IL | \$33,660.00; and, |

WHEREAS, the total cost of \$129,669.00 is included in the current budget; now,

THEREFORE, BE IT RESOLVED the Aeronautics Committee, the Airport Director, and the Fire Chief recommend to the Mayor and City Council that the ancillary ARFF equipment be purchased and ordered with the aforementioned vendors.

Sandra Shore

Airport Director

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

RESOLUTION

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

WHEREAS, the City of Quincy has accepted and executed a grant with the FAA and the State of Illinois Department of Transportation for Phase 2 of the reconstruction of Runway 4/22; and,

WHEREAS, the project was bid in accordance with Federal Procurement Procedures; and,

WHEREAS, the City of Quincy received two bids; and,

WHEREAS, United Contractors Midwest (UCM) was the low bidder; and,

WHEREAS, UCM's bid for the project was \$6,711,739.56; and,

WHEREAS, the City of Quincy wishes to award the project to UCM for said construction project; and,

WHEREAS, the project is to be 100% funded by the United States Department of Transportation; and,

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

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

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

1. The Aeronautics Committee and the Airport Director recommend that the Mayor and the City Clerk be authorized and directed to execute and attest, respectively all agreements and other standard documents associated with the awarding of this project to United Contractors Midwest and proceed with the project; and,

2. The Comptroller and the Airport Director recommend to the Mayor and City Council that the Comptroller and Airport Director be authorized to pay pass through funding to all vendors involved in this project.

Sandra Shore

Airport Director

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

RESOLUTION

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

WHEREAS, as part of the Rebuild Illinois Program, the State of Illinois Department of Transportation awarded the City of Quincy funds to construct a new T-Hangar site at Quincy Regional Airport; and,

WHEREAS, Crawford, Murphy, and Tilly, Inc. (CMT) was selected in accordance with state procurement require-

ments to provide engineering and planning services for airport projects; and,

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

WHEREAS, the total contract cost is not to exceed \$204,600; and,

WHEREAS, this project is to be 90% funded by the State of Illinois, and 10% by the City of Quincy; and

WHEREAS, the City share of \$20,460.00 is included in the current fiscal year budget; now,

THEREFORE BE IT RESOLVED, the Aeronautics Committee and the Airport Director recommend to the Mayor and City Council the authorization to execute and attest the agreement with Crawford, Murphy, and Tilly Inc. for engineering and planning services for the construction of new T-Hangars at the Quincy Regional Airport.

Sandra Shore

Airport Director

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

ORDINANCE

Adoption of an Ordinance entitled: An Ordinance Amending Title XI (Business Regulations) Of The Municipal Code Of The City Of Quincy Of 2015. (Repealing massage therapist ordinance.)

Ald. Uzelac moved for the adoption, seconded by Ald. Holtschlag, 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.

ORDINANCE

Second presentation of an Ordinance entitled: An Ordinance Amending Chapter 40 (Boards And Commissions) Of The Municipal Code Of The City Of Quincy (Human Rights Commission).

ORDINANCE

First presentation of an Ordinance entitled: An Ordinance Granting A Special Use Permit For A Planned Development (2435 Maine Street; certain uses permitted and not allowed).

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, February 7, 2022

| | Transfers | Expenditures | Payroll |
|------------------------------------|------------------|------------------|-------------------|
| City Hall..... | | 336.19 | 32,254.07 |
| Planning & Dev | 25,000.00 | | |
| 9-1-1..... | 18,000.00 | | |
| Recycle | 9,500.00 | | |
| Building Maintenance..... | | 11,751.64 | |
| Comptroller | | 2,900.00 | 11,555.14 |
| Legal Department | | 0.00 | 8,905.92 |
| Commissions..... | | 12,110.00 | 634.60 |
| IT Department..... | | 334.95 | 8,948.04 |
| Police Department..... | | 2,075.80 | 247,475.12 |
| Fire Department | | 3,153.39 | 176,120.19 |
| Public Works..... | | 52.90 | 40,918.12 |
| Engineering | | 3,294.28 | 19,734.59 |
| GENERAL FUND SUBTOTAL | 52,500.00 | 36,009.15 | 546,545.79 |
| Planning and Devel..... | | 2,290.15 | 21,670.33 |
| 911 System..... | | 0.00 | 39,858.67 |
| 911 Surcharge Fund..... | | 13,080.55 | |
| Econ Dev Growth Fund..... | | 3,709.50 | |
| Crime Lab Fund..... | | 429.79 | |
| Transit Fund..... | | 4,509.20 | 69,189.23 |
| Bridge Lighting Fund | | 169.70 | |
| Capital Projects Fund..... | | 16,925.75 | |
| Special Capital Funds | | 58.10 | |
| Special Tax Alloc - TIF #2..... | | 2,366.00 | |

| | | | |
|------------------------------------|------------------|-------------------|-------------------|
| Water Fund | | 100,702.48 | 83,044.83 |
| Sewer Fund | | 160,198.93 | 16,356.17 |
| Quincy Regional Airport Fund | | 1,330.29 | 15,336.50 |
| Municipal Dock | | 289.15 | |
| Regional Training Facility | | 672.00 | |
| Garbage Fund..... | | 0.00 | 13,407.83 |
| Recycle Fund | | 75.00 | 7,918.13 |
| Central Garage | | 12,915.29 | 22,397.39 |
| Self Insurance | | 111.00 | 4,365.05 |
| BANK 01 TOTALS | 52,500.00 | 355,842.03 | 840,089.92 |
| IHDA Grant Fund..... | | 1,000.00 | |
| ALL FUNDS TOTALS..... | 52,500.00 | 356,842.03 | 840,089.92 |

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.

MOTION

Ald. Holtschlag moved the City Council adjourn and sit in Executive Session on Executive/Closed Session pursuant to the Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Bargaining Negotiations, seconded by Ald. Uzelac, and on a roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Bauer, Mays, Freiburg, Sassen, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 12. Present: Ald. Farha. 1. Here: Ald. Rein. 1. Motion carried.

Ald. Farha left the Executive Session at 7:51 p.m.
Ald. Uzelac left the Executive Session at 7:59 p.m.

CITY COUNCIL RECONVENED

After sitting in Executive Session on Executive/Closed Session pursuant to the Open Meetings Act 5 ILCS 120/2 (c) (2) Collective Bargaining Negotiations, Ald. Sassen moved the City Council reconvene and sit in regular session at 8:02 p.m. Motion carried.

RESOLUTION

WHEREAS, the duly authorized representatives of the City of Quincy, in good faith, have negotiated a Memorandum of Understanding and have reached tentative agreement between the City of Quincy and the International Association of Firefighters Local 63.

WHEREAS, the purpose of the Memorandum is to provide the settlement agreement language for the outstanding demand to bargain filed on December 22, 2021, involving employer proposed changes to the Health Insurance coverage for bargaining unit members.

WHEREAS, the Mayor and the Human Resource Manager recommend to the Quincy City Council adoption of the Memorandum of Understanding;

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

Ald. Holtschlag moved for the adoption of the resolution, seconded by Ald. Sassen, and on the roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bauer, Mays, Freiburg, Sassen, Rein, Mast, Awerkamp, Holtschlag. 10. Present: Ald. Bergman, Reis. 2. Absent: Ald. Farha, Uzelac. 2. Motion carried.

The City Council adjourned at 8:05 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
 City Clerk

AGENDA
QUINCY PUBLIC LIBRARY
BOARD OF TRUSTEES' MEETING
FEBRUARY 8, 2022 - 6:00 p.m.

- I. APPROVAL OF AGENDA
- II. APPROVAL OF MINUTES
 - *Regular Meeting – January 11, 2022
- III. PRESIDENT’S COMMENTS
- IV. RECOGNITION OF CORRESPONDENCE
 - *comments from suggestion box
- V. PUBLIC COMMENTS
- VI. LIBRARY REPORTS
 - Directors Report – Kathleen Helsabeck
 - Financial Reports – Cheryl Predmore
- VII. COMMITTEE REPORTS
 - Audit – Cheryl Predmore
 - *Approval of January 31, 2022, Expenditures
 - Finance – Cheryl Predmore
 - Building & Grounds – Harry Ruth
 - Personnel – Clairice Hetzler
 - Policy – Megan Duesterhaus-AuBuchon
 - Ad Hoc Advocacy – Dean LaVelle
 - Mary Weems Barton/Quincy Public Library Foundation
- VIII. UNFINISHED BUSINESS
- IX. NEW BUSINESS
 - A. Nominating Committee Report
- X. PUBLIC COMMENTS

Executive Session – Appointment, employment, compensation, discipline, performance, or dismissal of specific employee(s).

**Quincy Public Library
Board of Trustees Meeting
January 11, 2022
Minutes**

The regular meeting of the Quincy Public Library Board of Trustees was called to order at 6:00 p.m. on Tuesday, January 11, 2022, with Kathy Ridder presiding. Trustees present: Cheryl Predmore, Harry Ruth, Dean LaVelle, Ben Uzelac, Clairice Hetzler, and Angela Ketteman. Trustees absent: Megan Duesterhaus-AuBuchon. Others present: Kathleen Helsabeck, Kim Akers, Burgundy Hill, and Amanda Griesbaum.

I. APPROVAL OF AGENDA

Harry Ruth moved to approve the agenda as presented. Ben Uzelac seconded and the motion carried.

II. APPROVAL OF MINUTES

Dean LaVelle moved to approve the December 14, 2021, regular meeting minutes as presented. Angela Ketteman seconded and the motion carried.

III. PRESIDENT'S COMMENTS

President Kathy Ridder stated that December was a very busy month and they did not make much progress on filling the vacant Board seat. She and Harry Ruth will be reviewing the names and making a recommendation to the Mayor as soon as possible. She also stated that the Board will begin working on the documents discussed at the Board retreat.

IV. RECOGNITION OF CORRESPONDENCE

One comment was submitted asking the Library to purchase some children's series books. A thank you note from the Adams Business Team was received thanking the Library for choosing Adams to help with the IT migration. A note from Kim and Kathy Humphry was included in the correspondence. The Humphry's gave every staff member a Christmas card and monetary gift to thank them for their help over the years. Two Alpha Park Public Library patrons sent notes to libraries in RAILS showing the number of titles they have received from each library.

V. PUBLIC COMMENTS

Secondhand Prose Bookstore Manager Geri Grawe read a statement about the Friends of the Library and the bookstore. Kathy Ridder thanked Ms. Grawe and the rest of the Friends for their work on behalf of the Library. Val Stark read a statement about her experiences at and observations about the Library. Ms. Stark recently retired after 36 years at the Library.

VI. LIBRARY REPORTS:

A. Financial Report – Cheryl Predmore

Cheryl Predmore reported that the balance in the Homebank Operating Fund as of

December 31, 2021, was \$1,105,546.74. The balance in the reserve fund is \$400,302.57. The Library is 66% through the fiscal year.

B. Director’s Report

Kathleen Helsabeck reported that the Library welcomed and said goodbye to several staff members in December and January. The Library currently has eight open positions and is looking to fill five of them. A discussion about why the Library is not getting very many qualified candidates and how they can encourage more interest in the positions followed her statement. It was pointed out that the Library had a tuition reimbursement program in place that was funded by donor funds, but that program was eliminated in the 2017 Labor Agreement. It was noted that the funds are still available, just not being used.

Ms. Helsabeck reported that the donor campaign for the mobile library project continues to progress with the awarding of a \$4,000 grant from the Samantha Otte Youth Opportunity Grant from the Community Foundation. To date, over \$21,000 has been raised.

The Library had planned on upgrading the main lockers on the front of the building with a grant from the Moorman Foundation for \$30,000. However, when the locker company was contacted to begin the order, Ms. Helsabeck discovered that their system was not compatible with the Library’s system and would require massive procedural changes to implement. The order for new lockers was not placed, and the Library will continue to use the current lockers and look for another type of replacement. The Moorman Foundation was contacted about the change and has allowed the Library to keep the grant funds to be used for the mobile library project.

Kathy Ridder reported that she attended the January Friend Executive Committee meeting to discuss the issues with the Friends group and its relationship with the Library. She reported that it was a very positive meeting and she looks forward to working with the Friends in the future.

VII. COMMITTEE REPORTS:

A. Audit – Cheryl Predmore: Cheryl Predmore presented the Expenditure Approval List for December 31, 2021, in the amount of \$72,696.64. Ms. Predmore noted that the expenditures included the annual LIRA liability insurance payment of \$36,000 and the annual workers’ compensation insurance payment to Arthur J. Gallaher in the amount of \$3,654. There being no further discussion, Ms. Predmore moved to approve the Expenditure Approval List for December 31, 2021, as presented. Ben Uzelac seconded. A roll call vote was held with the following results:

| | | | |
|------------------|-----|----------------------------|--------|
| Cheryl Predmore | yes | Ben Uzelac | yes |
| Angela Ketteman | yes | Harry Ruth | yes |
| Clairice Hetzler | yes | Dean Lavelle | yes |
| Kathy Ridder | yes | Megan Duesterhaus-AuBuchon | absent |

The motion carried with seven yes votes, zero no votes, one absent, and one vacant seat.

B. Finance – Cheryl Predmore: Cheryl Predmore reported that the Finance Committee did not meet. Kathleen Helsabeck presented the first draft of the FY22/23 budget for board review. She stated that the Finance Committee will meet on Thursday, January 27, at 5:30 p.m. to discuss the budget. She noted that the City is asking that departmental budgets be submitted to the City by February 15, 2022.

C. Building & Grounds – Harry Ruth: Harry Ruth reported that the Building & Grounds Committee did not meet. Kathleen Helsabeck reported that the HVAC system stopped working on January 3, but Keck replaced a wire and thought that fixed the problem. It did not, and the system ceased working the next day. Keck determined that the problem was with three compressors and have ordered replacements at a cost of \$15,000 to \$20,000. Ms. Helsabeck stated that she met with Tom Buchheit of Bric Consulting Engineers to discuss updating the current HVAC system. He made several suggestions and prepared a document outlining the options. After a brief discussion, Harry Ruth moved to engage Mr. Buchheit as a paid consultant to help the Library choose an appropriate new system. Clairice Hetzler seconded and the motion carried. Ms. Helsabeck stated that she asked the City Council for ARPA funds to pay for a new HVAC system, but City Administration has denied that request although the Council has not yet held a final vote on those funds. Ms. Helsabeck stated that the City has asked how much the Library can fund for that project before they consider any additional funding. It was agreed that the Library can fund up to \$250,000 but will initially offer \$150,000. She noted that the City has pledged to fund the remaining window replacement project with ARPA funds. The Board was encouraged to contact their aldermen asking them to approve HVAC funding through the ARPA funds for the Library. She also asked them to attend the next City Finance Committee meeting on Tuesday, January 18, 2022, at 6:00 p.m. and the City Council meeting immediately following at 7:00 p.m. It was noted that the Library is considered to be a warming center. It was suggested that the Library ask area social service agencies that rely on the Library as a warming and meeting center to send letters of support to the City Council for HVAC funding.

Ms. Helsabeck then reported that the new fire panel arrived from Seico, but when it was installed it still showed the same error message. A new panel has been ordered, but could take up to eight weeks to arrive.

D. Personnel – Clairice Hetzler: Clairice Hetzler reported that the Personnel Committee did not meet. She stated that the evaluation form for the Executive Director will be mailed out this week to members of all three Library Boards as well as the Friends of the Library Executive Committee. Ms. Hetzler stated that the evaluations will include a self-addressed stamped envelope and asked that they be returned to her by January 27, 2022. Once the completed evaluations are received, the Personnel Committee will meet to review the evaluations.

E. Policy - Megan Duesterhaus-AuBuchon: Megan Duesterhaus-AuBuchon was

absent. The Policy Committee did not meet.

F. Ad Hoc Advocacy – Dean LaVelle. Dean LaVelle reported that the Ad Hoc Advocacy Committee did not meet, but will be scheduling a meeting in January.

G. Mary Weems Barton/Quincy Public Library Foundation – Kathy Ridder. Kathy Ridder reported that the Foundation met on November 17, 2021. The next meeting is scheduled for Wednesday, February 16, 2022, at noon at the Library.

VIII. UNFINISHED BUSINESS

A. Approval of Mural Proposal. Kathy Ridder asked the Board to make a decision about the mural proposal presented by Laura Sievert, Executive Director of Arts Quincy, at the December Board meeting. Ben Uzelac moved to approve the proposal as presented. Dean LaVelle seconded. Mr. Uzelac asked who would be responsible for maintaining the artwork. Kathleen Helsabeck stated that the artist would supply the color palette for the mural, but the Library would be responsible for maintaining the artwork. Harry Ruth stated that it doesn't look good if the Library installs a mural on the side of its building while asking the City for additional funding to pay for a new HVAC system even if the artwork has been donated. Ben Uzelac then moved to reject the mural proposal from Arts Quincy. Dean LaVelle seconded and the motion carried.

IX. NEW BUSINESS

A. Sick Leave Bank Update. Kathleen Helsabeck reported that after the December enrollment period, there are currently eight members of the staff enrolled in the Sick Leave Bank with a balance of 3,360 hours.

X. PUBLIC COMMENTS

There were no comments from the public in attendance.

There being no further discussion, Ben Uzelac moved to adjourn the meeting. Harry Ruth seconded, and the meeting was adjourned at 7:03 p.m.

Respectfully submitted,
Kimberly Akers



CITY OF QUINCY

Department of Information Technology

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

Technology Committee Meeting

Monday, February 14, 2022 – 6:30PM

Location: 2nd Floor IT Training Room

AGENDA

1. Call to Order
2. Approval of Minutes from Previous Meeting
3. Public Comments (3 minute limit)
4. Tyler Technologies Contract Amendment
5. Late Additions
6. Adjournment



**MEETING OF THE FIRE & POLICE COMMISSION
SPECIAL MEETING NOTICE**

Friday, February 18, 2022
10:00 AM

A meeting of the Fire & Police Commission will be held Thursday, February 18, 2022, in the Council Chambers in City Hall (730 Maine St, Quincy, IL 62301) at 10:00 a.m.

Agenda

1. Call Meeting to Order
2. Public Comment (3 minutes)
3. Old Business –
 - a. David Penn – 10:05 a.m. (EXECUTIVE SESSION: Regarding Litigation Matters, pursuant to the Open Meetings Act of 5 ILCS 120/2(c)(11).)
 - b. Review Police Chief Job Announcement
4. Adjournment

Respectfully submitted,

Alyssa Ramsey
Commission Secretary



Quincy Plan Commission

Wednesday, February 23, 2022

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, January 25, 2022
- Public Comment on Issue(s) Not Listed on the Agenda (limited to three minutes)
- Old Business (TABLED)
 - Public Hearing requested by Mark Cassens on behalf of Dustin & Amber Becks and James & Teresa Spencer regarding a subdivision (dividing one lot into two) of property located near 6214 Old Columbus Road under the small tracts provision of the subdivision ordinance, presently zoned RU1 (Ward 3)
- New Business
 - A request by Turner Brothers Garage, Inc. to rezone an approximately 38,000 square foot section of property located at 4701-4729 Broadway Street from C1B (Commercial) to C2 (Commercial) to establish the same zoning classification (C2) as the remaining approximately 90,000 square feet of property at 4701-4729 Broadway (Ward 3).
 - A request by Recovery Anonymous to rezone the property at 1111 North 8th Street from R2 (Two-Family Residential) to R3 (Multi-Family Residential) to allow for use as a sober living house, which is considered a halfway house in the city of Quincy's Municipal Code (Ward 1).
 - A request by Recovery Anonymous for a Special Permit to operate a sober living house, which is considered a halfway house in the city of Quincy's Municipal Code, at 1111 North 8th Street, presently zoned R2 (Ward 1).
(Staff asks the two items related to 1111 N. 8th be considered at the same time)
- Additional Business for the Commission
- Adjournment