

# Council Meeting for February 22, 2022



# CITY COUNCIL AGENDA

February 22, 2022

Final Agenda

7:00 P.M.

**Note: All items presented are subject to final action.**

## PUBLIC FORUM

### PETITIONS

By Quincy Hospitality House requesting to hold a raffle and have the bond requirement waived from now through September 1, 2022. The City Clerk recommends approval of the permit.

**Wards**  
**3,4** Special Event Application from the Quincy YMCA requesting permission to hold the Kelly's Fun Run on Sunday, March 13, 2022. The run/walk event will begin at Kelly's (2902 Broadway) and proceed east to 30<sup>th</sup> St., south to Maine St., east to Flynn Stadium. The runners will turn around near Flynn Stadium and return to the starting point. The following streets are requested closed from 9:15 a.m. until 10:30 a.m. and the City provide barricades and cones for the closures: Southbound lane of 30<sup>th</sup> St., alley south of Broadway to Maine St.; Southern eastbound lane of traffic and sidewalk on Maine St., 30<sup>th</sup> St. to the west edge of The Crossing Church property near 48<sup>th</sup> St.; and temporary closure of intersections at 30<sup>th</sup> and Maine, 33<sup>rd</sup> and Maine, and 36<sup>th</sup> and Maine as participants pass through. Quincy Police Department has recommended approval of a Live Entertainment Public Gathering License for the event. Applicant also requests that Auxiliary Officers assist with traffic control during the event. Businesses and residences along the event route have been notified. Approval is recommended by the Department of Utilities & Engineering.

### PROCLAMATION

February 25, 2022 as "City of Refuge Fund"

### RESOLUTIONS

Chief of Police recommending approval of four Ford Police Interceptor Utility Vehicles from Morrow Brothers, Inc., of Greenfield, IL, in the amount of \$136,660, minus \$10,000 in trade-in value (\$126,660 net cost).

Chief of Police and the Police Aldermanic Committee recommending approval of \$11,660.00 for tuition for Officer Levi Obert and Officer Johan Micolta, who recently completed the basic law enforcement training class at the Police Training Institute, University of Illinois, Champaign.

Fire Chief and the Fire Aldermanic Committee recommending approval of a payment to FirstDue in the amount of \$24,990 to perform the web based migration for inspections, and to enter into an annual license agreement.

IT Manager and the Technology Committee recommending approval of the contract amendment with Tyler Technologies' of Yarmouth, ME, to purchase 14 time clocks with one being provided to and invoiced to the Quincy Public Library.

Director of Central Services and the Central Services Committee recommending approval of a payment to Rock Line Products Inc. of Botkins, OH in the amount of \$17,195 to purchase a

flat trailer for the City's asphalt seam machine.

Resolution Authorizing The City To Enter Into A Redevelopment And Sales Tax Rebate Agreement With Quincy Development Partners, LLC, Pertaining To The Redevelopment Of Vacant Retail Anchor Located At 3701 Broadway.

## **ORDINANCES**

### **Adoption of an Ordinance entitled:**

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

### **Second 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**



# DEPARTMENT OF POLICE CITY OF QUINCY

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

February 18, 2022

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

## **RE: PURCHASE OF FOUR FORD POLICE INTERCEPTOR UTILITY VEHICLES**

Dear Mayor Troup and Members of the Quincy City Council:

Our department normally replaces three to five front line squad cars every year. History has taught us that this is the minimum number of vehicles we need to replace to keep up with maintenance and consistently deliver professional police service. We feel this is more efficient than replacing one-half or more of the fleet at one time, as was done in the past. Keeping front line police cars too long is costly. It is common knowledge among fleet management professionals that once fleet vehicles reach a certain mileage it is cheaper to replace them than to continue to repair them.

Over the years we have seen the best results with the Ford Police Interceptor Utility Vehicle (PIUV). This vehicle gets good gas mileage; we are seeing an average of 12.1 mpg. The PIUV is spacious and accommodates all the equipment that the officer brings to the vehicle, as well as the equipment assigned to the vehicle itself. This is important for safety, comfort and ergonomics. The PIUV is all wheel drive and performs well in varying road and weather conditions; which was demonstrated recently during a significant snow event. The PIUV allows the officer good visibility and includes safety features that help protect our officers from attack. For these reasons the PIUV is the vehicle most preferred by our officers. We have also found the trade in value of this vehicle to be more than prior vehicles we have driven.

This year we need to replace four front line vehicles. We have been able to forgo vehicle purchases for two years due to delivery delays with our 2020 purchase. A supplemental budget amendment was passed by the city council in January that includes \$183,040 for four new front line patrol squad cars. We plan to use those funds to make this purchase. Our purchase plan includes trading in the same number of vehicles. The Ford Explorers we intend to trade are well outside of the extended warranty and are becoming costly to maintain.

*“Service – Pride – Dignity“*

Upon passage of the supplemental budget we went out on bid for squad cars. At the time we were unaware there was a current state bid contract for Ford Police Interceptor Vehicles. The lowest bid we received was from Gem City Ford. Gem City Ford's total cost for four new vehicles after trade-ins is \$136,250. Gem City Ford listed the delivery date for the vehicles as, "unknown 16 to 20 weeks possible."

The day the bids were opened our Fleet Coordinator, Justin Boyd, was notified that the state bid contract information had been moved to a different website. Mr. Boyd looked at that website and learned that Morrow Brothers Ford, Inc. has the Illinois state bid contract for Ford Police Interceptor Vehicles through July of 2022. The state bid price for a Ford Police Interceptor is \$33,770.00. When adding the driver's side spotlight as an option, the cost comes to \$34,165. The Morrow Brothers Ford cost for four PIUVs, including trade-ins, is \$126,660. Morrow Brothers Ford, Inc has indicated they have the vehicles in stock.

We would like to purchase four new 2022 Ford AWD Utility Police Interceptor Vehicles from Morrow Brothers Ford, Inc., of Greenfield, IL, based on Illinois state bid contract 19-416CMS-BOSS4-P-11453 for a total cost of \$126,660.00. The total cost includes the price per vehicle, \$34,165.00, and the trade-in of four Ford Explorers valued at: 2014 - \$2,500, 2013 - \$2,500, 2016 - \$3,000, 2016 - \$2,000. This purchase will not increase the number of vehicles in the police department's fleet.

I am requesting your approval to make this purchase. If you have any questions, please feel free to contact me. In my absence, you may also contact Deputy Chief Yates or Deputy Chief Pilkington.

Thank you for your attention to this matter.

Sincerely,



Rob Copley  
Chief of Police

RAC:ay

Cc: Mayor Troup  
Mr. Jeff Mays, Director of Administration  
Ms. Mary-Ann Ervin  
Ms. Sheri Ray, Comptroller  
Deputy Chief Pilkington  
Sergeant Travis Wiemelt  
Mr. Justin Boyd  
Ms. Gail Newell and Ms. Michele Flaiz

## **RESOLUTION**

WHEREAS, the Quincy Police Department needs to replace four patrol vehicles this year; and

WHEREAS, the department, based on experience, analysis and feedback, has determined the Ford Police Interceptor Utility Vehicle to be the best patrol vehicle to suit its needs; and

WHEREAS, the Department recently sought competitive bids for four Ford Police Interceptor Utility Vehicles; and

WHEREAS, the low bid received was from Gem City Ford, Quincy, IL, at a total cost, after trade-in, of \$136,250; and

WHEREAS, Gem City Ford, Quincy, IL, anticipates at least a 16 to 20 week wait for delivery of the four vehicles; and

WHEREAS, the Illinois State Bid Contract price from Morrow Brothers, Inc., Greenfield, IL, including trade-in, is \$126,660; and

WHEREAS, Morrow Brothers, Inc., Greenfield, IL, has vehicles in stock and can make immediate delivery; now

THEREFORE BE IT RESOLVED, the Chief of Police recommends to the Mayor and City Council that the Quincy Police Department be granted authority to purchase four Ford Police Interceptor Utility Vehicles from Morrow Brothers, Inc., of Greenfield, IL, in the amount of \$136,660, minus \$10,000 in trade-in value (\$126,660 net cost).

Robert Copley  
Chief of Police

February 22, 2022



# DEPARTMENT OF POLICE CITY OF QUINCY

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

February 18, 2022

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

**RE: PAYMENT OF TUITION FOR BASIC LAW ENFORCEMENT TRAINING AT  
THE POLICE TRAINING INSTITUTE.**

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to request approval for the payment of tuition for Officer Johan Micolta and Officer Levi Obert, who both recently graduated from the basic law enforcement training academy at the University of Illinois - Police Training Institute. The total cost is \$11,660.00 and we intend to use funds in the police DUI account to pay this tuition.

In late August of 2021, the Quincy Police Department hired two new recruit police officers. These officers were hired to fill vacancies within the agency. Officer Micolta and Officer Obert attended the University of Illinois – Police Training Institute from August 10<sup>th</sup> through November 24<sup>th</sup>, 2021.

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

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

*“Service – Pride – Dignity“*

QUINCY POLICE DEPARTMENT

Police Aldermanic Committee

February 18, 2022

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

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

The University of Illinois – Police Training Institute charges \$11,660.00 for tuition, room, and meals for two recruits. Once this tuition is paid, we intend to seek reimbursement from ILETSB for that same amount. Our plan is to use funds in the police DUI fund account (249-2110-402.39-07) to pay the tuition.

I respectfully ask for your approval to pay the University of Illinois – Police Training Institute \$11,660.00 for tuition, room, and meals for Officer Johan Micolta and Officer Levi Obert who have successfully completed basic police training at that location. If you have any questions, please feel free to contact me. In my absence, you may contact Deputy Chief Yates or Deputy Chief Pilkington.

Thank you for your attention to this request.

Sincerely,



Robert Copley  
Chief of Police

RAC:ay

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



## **RESOLUTION**

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

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

WHEREAS, the two new officers, Levi Obert and Johan Micolta, recently completed their basic law enforcement training at the Police Training Institute at the University of Illinois, Champaign and passed the State of Illinois, Law Enforcement Officer Certification Exam; and

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

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

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

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

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

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the City Council that the Quincy Police Department be granted authority to pay \$11,660.00 for tuition for Officer Levi Obert and Officer Johan Micolta, who recently completed the basic law enforcement training class at the Police Training Institute, University of Illinois, Champaign.

Robert Copley  
Chief of Police

February 22, 2022

## RESOLUTION

WHEREAS, the Quincy Fire Department is required to report statistics and incident data to United States Fire Administration (USFA); and

WHEREAS, the use of National Fire Incident Reporting System (NFIRS) software is necessary to submit this data to the USFA; and

WHEREAS, the current software called FireHouse is being phased out and no longer supported at the end of current year; and

WHEREAS, our current license expires on May 31, 2022, and an effective transition to a new web-based program requires 8 to 12 weeks and involves the transfer of historical data; and

WHEREAS, the new web-based program called FirstDue requires configuration to meet our needs; and

WHEREAS, the FirstDue program most effectively meets our needs for NFIRS reporting; and

WHEREAS, the FirstDue program is configurable to meet additional operational needs of the Quincy Fire Department, such as inspections, pre-fire planning, mobile response data, hydrant record keeping among other needs; and

THEREFORE BE IT RESOLVED, the Fire Chief and the Fire Aldermanic Committee recommend to the Mayor and City Council that the Fire Chief be authorized to make a payment to FirstDue in the amount of \$24,990 to perform the web based migration and to enter into an annual license agreement with FirstDue.

Respectfully Submitted,

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Bernard Vahlkamp  
Fire Chief  
February 22, 2022

# QUINCY FIRE DEPARTMENT



BERNARD VAHLKAMP  
FIRE CHIEF

906 VERMONT St.  
QUINCY, IL 62301  
(217)228-4459  
E-mail: [qfd@quincyl.gov](mailto:qfd@quincyl.gov)

## Summary of Incident Reporting Proposals 2/22/2022

FireHouse is our current incident reporting software. It also provides other record management for us such as business inspections, hydrant inspections and hydrant flow test data, and pre-fire planning of businesses. This software is no longer being supported, which forces us to migrate these operational needs to another system.

Our current contact with FireHouse expires on May 31, 2022. In order to allow sufficient time for the transition to the proposed web-based program and the transfer of all of the historical data associated our current software provider we are coming to the council with a proposal for approval of FirstDue. This program has been one chosen after lengthy research and demonstrations of the various products.

Below you will see the details of why FirstDue was the chosen product, although it was not the least expensive. In those details you will see that within this migration to FirstDue, we will recognize a cost offset of \$4,462.50 due to the elimination of our mobile response component provided by Adashi. This component would have renewed in June, 2022.

Any of the below options would will have an annual renewal and associated cost, just as we do currently with FireHouse.

### **First Due: \$24,990.00**

- Meets all our needs.
- Will eliminate the need to renew Adashi MDT since it has a Mobile Response component.
- Cost of \$24,990 can be offset by \$4,462.50 by not having to renew Adashi MDT, making the effective cost of First Due \$20,527.50.

### **ESO: \$24,439.95**

- They do not have a Mobile Response component and won't interface with Adashi MDT (Mobile Data Terminal), our current en route and on-scene source of property information.
- It is not configurable to meet all our needs.
- The ESO quote is over a year old. I did not request a new quote because their software would not meet our needs.

### **EPR \$24,214.50 (includes Adashi component)**

- Less expensive but not as configurable.
- They do not have a Mobile Response component but they will interface with Adashi MDT, which we will have to renew.
- Adashi MDT will cost \$4,462.50 to renew in June 2022. This cost should be added to the cost of EPR to get the total cost of the software that we will need.

*"Dedicated Guardians of Life and Property"*



## **AGREEMENT FOR SERVICES**

This Agreement for Services (this "Agreement") dated as of **April 1, 2022** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **Quincy Fire Department** located at **110 C Street, Quincy, IL 98848** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) ), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software

("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").

5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other

party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

[Signature page follows]

**LOCALITY MEDIA, INC.**

By: \_\_\_\_\_

Name: Andreas Huber

Title: CEO

Date: \_\_\_\_\_

**Quincy Fire Department**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Locality Media, Inc. dba First Due  
 107 Seventh St, Garden City  
 New York, 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstduesizeup.com/>

Exhibit A - Quote  
 Prepared By: Joseph Robinson  
 Valid Until: April 30, 2022  
 Quote Number: 1545132000071477235

BILL TO:  
 James Pioch, Jr.  
 Quincy Fire Department  
 110 C Street  
 Quincy, IL 98848

Account: Quincy Fire Department  
 Subscription Start: April 1, 2022  
 Initial Term: 12 months  
 Annual Subscription: \$23,700.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Incident Reporting – ePCR ePCR Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Automated Pre-Plans Automated data import from assessor, online building department and GIS address points.	
CAD Integration Automated importing of CAD calls via XML, Database Connector or API.	

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Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

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Sub Total	\$ 24,990.00
Tax	\$ 0.00
Adjustment	\$ 0.00
Grand Total	\$ 24,990.00

---

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due  
107 Seventh St, Garden City  
New York, 11530, United States  
Phone: +1 (516) 874-2258  
Website: <https://www.firstduesizeup.com/>

Statement of Work  
For Quote Number: 1545132000071477235

## Statement of Work | Quincy Fire Department

### Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

#### 1. Implementation:

First Due set-up is simple and requires very little customization. Most configuration and set-up is completed by the First Due team. Out-of-the-box Implementation is defined as the set-up of the included modules above. Our standard implementation includes:

1. Account Set-Up
2. Kick-off and Training
3. Optimization
4. Full Roll Out

Any scoped customization included in this document will be described below and in the estimate. Any additional customization scoped at a later date will be provided in a separate SoW at that time.

#### 2. Training:

As part of the implementation and for each purchased module, customer will receive training during the implementation process as outlined below:

1. Webinar Training for staff as needed
2. Webinar Train-the-Trainer Session(s) as needed
3. Access to online training videos, documents, content and interactive knowledgebase

Customized onsite training may be purchased from First Due at a rate of \$1,800/day per First Due employee.

#### 3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

#### 4. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs



Quote Date: 10/02/2020  
 Customer Name: Quincy Fire Department  
 Quote #: Q-21320  
 Quote valid until: 10/29/2020  
 ESO Account Manager: Kaitlyn Hughes

### CUSTOMER CONTACT

End User Quincy Fire Department  
 Name James Pioch  
 Email jpioch@quincycil.gov  
 Phone (217) 228-4458

### BILLING CONTACT

Payor Quincy Fire Department  
 Name Megan Hummelsheim  
 Email mhummelsheim@quincycil.gov  
 Phone 217-228-7740  
 Address Megan Hummelsheim  
 Quincy IL, 62301  
 Billing Frequency Annual  
 Initial Term 12 months

Special Terms and Notes:

End User acknowledges ESO will implement & invoice Fire modules when available (some expected 9/20)

### Fire RMS Management Bundle

Product	Total	Fee Type
Fire RMS Management Bundle	\$19,114.95	Recurring
RMS Bundle - ESO Assets RMS Bundle - ESO Checklist RMS Bundle - ESO Scheduling Plus RMS Bundle - ESO Fire Incidents RMS Bundle - ESO Inspections RMS Bundle - ESO Properties RMS Bundle - ESO Personnel Management RMS Bundle - ESO Hydrants RMS Bundle - ESO Activities		

### Asset Management/Inventory

Product	Volume	Total	Fee Type
Asset Management and Checklist - Training and Implementation	10 Vehicles	\$950.00	One-time

### Fire

Product	Volume	Total	Fee Type
Fire Setup & Online Training	3 Sessions	\$1,785.00	One-time
Fire Incidents CAD Integration	3800 Incidents	\$1,995.00	Recurring
Fire Incidents NFIRS Data Import	3800 Incidents	\$0.00	One-time
Properties/Inspections Data Import	5 Stations	\$0.00	One-time

### Scheduling

Product	Volume	Total	Fee Type
ESO Scheduling - Setup & Online Training	1 Sessions	\$595.00	One-time

\*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 10/02/2020  
Customer Name: Quincy Fire Department  
Quote #: Q-21320  
Quote valid until: 10/29/2020  
ESO Account Manager: Kaitlyn Hughes

<b>Total Recurring</b>	\$	21,109.95
<b>Total One-Time</b>	\$	3,330.00
<hr/>		
<b>TOTAL</b>	\$	24,439.95

DRAFT



Quote Date: 10/02/2020  
Customer Name: Quincy Fire Department  
Quote #: Q-21320  
Quote valid until: 10/29/2020  
ESO Account Manager: Kaitlyn Hughes

## Asset Management/Inventory

Product	Description
Asset Management and Checklist - Training and Implementation	Training and configuration to include; group admin training, agency specific web-based sessions, online training and pre-recorded end user training.
RMS Bundle - ESO Assets	Web-based asset management for Fire and EMS.
RMS Bundle - ESO Checklist	Web-based apparatus checklist for Fire and EMS.

## Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties/Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
RMS Bundle - ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
RMS Bundle - ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
RMS Bundle - ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
RMS Bundle - ESO Hydrants	Inventory and document testing and status of hydrants.
RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.

## Scheduling

Product	Description
ESO Scheduling - Setup & Online Training	Webinar Training Session.
RMS Bundle - ESO Scheduling Plus	Online scheduling, messaging and detailed reporting, plus web-based time clock, attendance tracking, time off management and payroll output files.

## Personnel Management

Product	Description
RMS Bundle - ESO Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle.

**EPR Systems USA Inc.**  
*We do IT all*

1016 LaSalle Street  
 Jacksonville, FL 32207  
 Phone: 941-209-4357  
 Bill To: Quincy Fire Department  
 Name: James Pioch



**DATE:** December 16, 2021  
**Quotation #:** 2021-1216A-1  
**Customer ID:** Quincy Fire Department

**Quotation valid until:** January 15, 2022  
**Prepared by:** Kaitlyn Jones

**Comments or special instructions:**

FireWorks Modules

Description	Included	Price
Fire Bundle (NFIRS, Inspection, Properties, Pre Plan, Hydrants, Investigation)	<input checked="" type="checkbox"/>	\$ 9,486
Scheduling Interface	<input checked="" type="checkbox"/>	\$ 595
Analytics [BI] Reporting Tool	<input checked="" type="checkbox"/>	Free
CAD interface	<input checked="" type="checkbox"/>	\$ 1,196
<b>Annual Cost</b>		<b>\$ 11,277</b>

One time - Implementation Cost		
Data Conversion & Cloud System Configuration		\$ 5,000
Training - 1 day of On-site Training		\$ 1,495
Training - 4 sessions of Web Training		\$ 1,980
<b>One time - Implementation Cost</b>		<b>\$ 8,475</b>

EPR FireWorks is not liable or responsible for 3rd party side of the interface or any 3rd party costs.  
 \* Data conversion includes data conversion from 1 vendor

Payable via credit card, with a 3% price increase

**Accepted by:**

\_\_\_\_\_ Name

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Date



# CITY OF QUINCY

*Department of Information Technology*

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

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## MEMORANDUM

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TO: Mayor and Members of the City Council

FROM: Corey Dean

DATE: February 17, 2022

RE: Tyler Technologies Contract Amendment

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The City of Quincy has been working diligently on the Tyler Technologies' Munis Implementation. During the implementation process, the Human Resources Department has identified the need for more time clocks than what was originally planned for so that every City of Quincy location will have a time clock.

The original contract called for 5 Biometric/Proximity Card Reader time clocks, each costing \$2695, the total contract cost for the time clocks was \$13,475 and a recurring yearly maintenance costs of 10%, \$1350.

The Tyler Implementation Team has reached out to Tyler Technologies to get a price on a lesser time clock option by removing the Biometric capabilities and only using the Proximity Card Reader option. The cost for this type of time clock is \$2195 each. The City would need 13 of these time clocks to provide one for each City location. A 14<sup>th</sup> time clock is included for the Quincy Public Library which we will purchase and then invoice them for reimbursement of the costs.

The contract amendment calls for removing the \$13,475 cost for the clocks and adding an upfront cost of \$30,730 to purchase the 14 time clocks. The yearly maintenance costs will go from \$1350 to \$3073 as well. The upfront costs result in a net cost of \$17,255 over the original contract amount, with \$2195 being billed to the Quincy Public Library.



The additional cost can initially be covered within the current project budget because we will be saving significant travel costs since all of the training up to this point has been done remotely and there is currently no timeline as to when that will change. We may have to come back at a later time asking for a supplemental budget adjustment for the project to restore those funds if we find that we are running short in an area.

This contract amendment has been discussed with two of the Aldermen on the Technology Committee. The Aldermen have given their verbal approval to move forward.

**Recommendation:** The IT Manager and the Technology Committee recommend that the terms of the Tyler Technologies' Contract Amendment be approved and that the Mayor be given the authorization to sign the contract amendment.

Thank you.

Corey Dean  
IT Manager  
(217) 221-3675

## **RESOLUTION**

WHEREAS, the City of Quincy, entered into the original contract with Tyler Technologies of Yarmouth, Me on 4/7/2021; and,

WHEREAS, the various City of Quincy departments have been working diligently on the implementation of the solution; and,

WHEREAS, the Tyler Implementation Team has reviewed the original plans for the time clock solution implementation; and,

WHEREAS, the Tyler Implementation Team has identified the need for 13 time clocks rather than the 5 in the contract agreement; and,

WHEREAS, the City of Quincy will purchase 14 time clocks with one being provided to and invoiced to the Quincy Public Library; and,

WHEREAS, the costs for the additional time clocks will be paid for with some of the contract agreed travel costs which will not be needed; and,

THEREFORE BE IT RESOLVED, the IT Manager and the Technology Committee recommend to the Mayor and City Council that the terms of the Tyler Technologies' Contract Amendment be approved and that the Mayor be given the authorization to sign the contract amendment.

Corey Dean  
IT Manager

February 17, 2022

## **RESOLUTION**

**WHEREAS**, in June of 2021 the Quincy City Council approved the purchase of a walk behind asphalt seam repair machine that is used for the repair and maintenance of City streets; and,

**WHEREAS**, the City desires to purchase a flat bed trailer to transport the equipment to worksites throughout the city during construction season; and,

**WHEREAS**, the City recently requested quotes for the purchase of a trailer and Rock Line Products of Botkins, Ohio quoted the price of \$17,195.00 for the purchase of an air tow trailer; and,

**WHEREAS**, the Director of Central Services has reviewed the quote and finds it to be acceptable; and,

**WHEREAS**, funding for this purchase is available in the current Capital Fund fiscal year budget.

**NOW, THEREFORE BE IT RESOLVED**, that the Director of Central Services and Central Services Committee recommend to the Mayor and Quincy City Council that the quote from Rock Line Products, Inc. of Botkins, Ohio in the amount of \$17,195.00 be accepted.

Kevin McClean  
Director of Central Services

February 22, 2022

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REDEVELOPMENT  
AND SALES TAX REBATE AGREEMENT WITH QUINCY DEVELOPMENT  
PARTNERS, LLC, PERTAINING TO THE REDEVELOPMENT OF VACANT RETAIL  
ANCHOR LOCATED AT 3701 BROADWAY**

**WHEREAS**, the City of Quincy desires to enter into a Redevelopment and Sales Tax Rebate Agreement (the “Agreement”) with Quincy Development Partners, LLC, a Delaware Limited liability Company (hereafter known as the “Developer”); and

**WHEREAS**, the Quincy City Council adopted Ordinance 20-04, which established a retail incentive program, on February 24, 2020; and

**WHEREAS**, to facilitate the redevelopment of the vacant retail anchor at 3701 Broadway, the city shall provide a Development Incentive (as allowed in Ordinance 20-04) to the Developer by rebating a portion of sales tax revenue generated by the Retailers Tax Act (RTA) and the Home Rule Purchase Act (HRPA), per the terms of the Agreement; and

**WHEREAS**, the rebate shall be based on sales tax revenue generated from the vacant retail anchor, per the terms of the Agreement; and

**WHEREAS**, the city shall not less than quarterly remit to the Developer all sums owed to the Developer based on sales tax generated by the Vacant Retail Anchor; and

**WHEREAS**, the renovations to the Vacant Retail Anchor as proposed by the Developer pursuant to the Agreement will be carried out with the assistance of the Development Incentive offered by the City; and

**WHEREAS**, the City of Quincy has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures and to encourage private development in order to enhance the local tax base and to enter into contractual agreements with third parties for the purposes of achieving these purposes; and

**WHEREAS**, the City further finds that the terms outlined in the Agreement are in the best interest of the parties; and

**WHEREAS**, the City is authorized to enter into economic incentive agreements sharing a portion of sales tax generated by a Redevelopment and Sales Tax Rebate Agreement pursuant to the provisions of Section 5/8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20).

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Quincy, Adams County, Illinois, that:

**Section 1.** The findings and recitations set forth above are hereby adopted as part of this Resolution;

**Section 2.** The Mayor and the City Clerk of the City of Quincy are hereby authorized to execute and attest, respectively, a “Redevelopment and Sales Tax Rebate Agreement”, ;

**Section 3.** This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern;

**Section 4.** The City Clerk is hereby directed to publish this Resolution in pamphlet form and thereafter maintain at least three (3) copies of the same available for public inspection in the City Clerk’s Office;

**Section 5.** This Resolution shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Ayes:

Nays:

Absent:

City of Quincy, an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mike Troup, Its Mayor

ATTEST:

\_\_\_\_\_  
Laura Oakman, Its City Clerk

## 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 (NW¼) 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 14, 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, Freiburg, Farha, Sassen, Rein, Reis, Awerkamp, Uzelac, Holtschlag. 12.

Absent: Ald. Mays, Mast. 2.

Ald. Entrup moved the absent Aldermen be excused from this meeting. Motion carried.

The minutes of the regular meeting of the City Council held February 7, 2022, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Corporation Counsel Lonnie Dunn.

### TOWN BUSINESS

**The City Clerk and Ex-Officio Town Clerk presented and read the following:**

#### **Registered Request to Speak**

The Township Ex-Officio Mayor asked if there is anyone present to speak.

There were none present.

#### **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.

Dave Bauer, Chairman  
Jeff Bergman  
Ben Uzelac

Ald. Bauer, seconded by Ald. Uzelac, moved the report be received and vouchers be issued for the payment of disbursements and administrative bills for the various amounts, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

**Report of the Town of Quincy Auditing Committee  
Bill Payments for All Vendors  
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	290.00
Total	<u>\$2,318.18</u>

Committee:  
Dave Bauer, Chairman  
Jeff Bergman  
Ben Uzelac

Ald. Bauer, seconded by Ald. Uzelac, moved the reports be received and vouchers be issued for the various amounts, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

**Presentation of Tentative Budget and  
Appropriation Ordinance for fiscal year 2022/2023**

Ald. Bauer moved the Tentative Budget for the next fiscal year 2022/2023 to be placed with the Township Clerk to be made available for public inspection and that the Budget Hearing on the Proposed Budget is scheduled for April 11, 2022, at the regular Township Meeting, seconded by Ald. Uzelac. Motion carried.

**Trustee Comments**

There were no comments.

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

**PUBLIC FORUM**

Ald. Greg Fletcher gave flowers to his wife.

Gordon Dobe, 1027 N. 8th, stated that there was some misinformation given during the discussion at the last council meeting concerning the Recovery Anonymous resolution. He stated that churches are not included in the code concerning half-way houses.

Kerry Anders wanted clarification on his term as Police & Fire Commissioner stating that the codebook shows that his term should be completed at the end of the fiscal year.

Louise Seaver, 1717 N. 12th, stated that the empty Newcomb lot should be a parking lot or transferred to The District. Jason Priest spoke to the council.

**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.

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

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.

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

**SALES TAX REPORTS**

The report of the Illinois Department of Revenue showing sales tax collected for the month of November, 2021 in the amount of \$1,055,141.73 was ordered received and filed on a motion of Ald. Farha. Motion carried.

## HOME RULE SALES TAX REPORTS

The report of the city's 1-1/2% home rule sales tax collected for the month of November, 2021, in the amount of \$994,334.77 was ordered received and filed on a motion of Ald. Farha. Motion carried.

## MAYOR'S APPOINTMENTS

By Mayor Michael A. Troup making the appointments of Alderman Ben Uzelac to the Two Rivers Land Bank, Jason Finney to the Fire and Police Commission, effective immediately for a three-year term ending February 14, 2025, and Jonathan Hoover to the Quincy Public Library Board of Trustees.

Ald. Rein moved to table the appointment of Jason Finney to the Fire and Police Commission for 2 weeks. Motion carried.

Ald. Holtschlag moved the appointments of Alderman Ben Uzelac to the Two Rivers Land Bank and Jonathan Hoover to the Quincy Public Library Board of Trustees be confirmed. Motion carried.

## 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 is 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, rolling stock, 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 be 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 on 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 15th day of February, 2022.

SIGNED: Michael A. Troup, Mayor

ATTEST: Laura Oakman, City Clerk

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

## 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: February 14, 2022

Michael A. Troup  
Mayor  
Laura Oakman  
City Clerk

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

**RESOLUTION**

WHEREAS, the 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

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

**ORDINANCE**

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

Ald. Awerkamp moved to amend the ordinance to move from monthly meetings to bi-monthly meetings, seconded by Ald. Uzelac, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

Ald. Rein moved to amend the ordinance, that of the initial members, three shall be appointed for three years, three for two years and three for one year, seconded by Awerkamp, and on the roll call each of the 12 Aldermen voted yea, with 2 absent. Motion carried.

Ald. Awerkamp moved for the adoption of the ordinance, as amended, seconded by Ald. Uzelac, and on the roll call each of the 12 Aldermen voted yea, with 2 absent.

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

**ORDINANCE**

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).

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Amending The 2021-2022 Fiscal Year Budget (Increase/ Decrease Revenues in Recycle and Central Garage Funds).

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Authorizing Lease Agreement (North Side Boat Club).

**REPORT OF FINANCE COMMITTEE**

Quincy, Illinois, February 14, 2022

	Transfers	Expenditures	Payroll
City Hall.....		1,579.27	
Planning & Dev .....	1,000.00		
Building Maintenance.....		1,033.33	

Comptroller .....		72.99	
Legal Department .....		192.50	
Commissions .....		733.15	
IT Department .....		1,108.28	
Police Department.....		7,774.22	
Fire Department .....		3,458.42	
Public Works.....		75,988.19	
Engineering .....		24,513.67	
Tax Distribution/Subsidies .....		251,932.61	
<b>GENERAL FUND SUBTOTAL .....</b>	<b>1,000.00</b>	<b>368,386.63</b>	<b>0.00</b>
Planning and Devel.....		7,010.76	
911 Surcharge Fund.....		1,557.48	
Econ Dev Growth Fund.....		15,000.00	
Transit Fund.....		407.28	
Water EPA 2019 Proj Fund.....		5,087.25	
Water Fund .....		41,414.25	
Sewer Fund .....		141,636.12	
Quincy Regional Airport Fund.....		8,198.46	
Regional Training Facility .....		621.27	
Garbage Fund.....		18,852.93	
Central Garage .....		61,559.29	
Self Insurance .....		933.15	
Health Insurance Fund.....		511,698.43	
<b>BANK 01 TOTALS .....</b>	<b>1,000.00</b>	<b>1,182,363.30</b>	<b>0.00</b>
Motor Fuel Tax .....		16,169.91	
<b>ALL FUNDS TOTALS.....</b>	<b>1,000.00</b>	<b>1,198,533.21</b>	<b>0.00</b>

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 12 Aldermen voted yea, with 2 absent. Motion carried.

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

**LAURA OAKMAN**  
City Clerk

## **AGENDA**

**FIRE ALDERMANIC MEETING  
MONDAY, February 22, 2022  
City Hall  
6:00 pm**

### **Items of Discussion**

1. Public Comments (limit 3 minutes)
2. Discuss change from FireHouse to FirstDue for incident reporting and additional operational functions



CITY OF QUINCY  
DEPARTMENT OF PLANNING AND DEVELOPMENT  
CITY HALL ANNEX, THIRD FLOOR, 706 MAINE STREET  
QUINCY, ILLINOIS 62301 / 217-228-4515 / FAX 217-221-2288

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## **MEETING NOTICE**

### **SMALL RENTAL REHAB PROGRAM**

**DATE:** Thursday, February 24, 2022  
**TIME:** 5:00 PM  
**PLACE:** City Hall Council Chambers

The city of Quincy has allocated \$1,000,000 in general funds to establish the Small Rental Rehabilitation Program (SRRP). From that amount, a maximum of \$250,000 will be set aside annually as a financial incentive for the development of residential rental housing. The goal of the SRRP is to rehabilitate existing, distressed rental dwelling units or to develop new market-rate rental units through new construction or through the conversion of existing buildings. Building owners with property west of 18<sup>th</sup> Street, within the City limits, may submit proposals for SRRP funding assistance. Properties located within the Downtown Tax Increment Finance (TIF) District are not eligible for SRRP funding. Forgivable loans are available at zero percent interest for fifty percent of the total cost of renovation/construction up to \$20,000 per unit.

**A public informational meeting will be held in City Hall Council Chambers on Thursday, February 24, 2022 at 5 pm.** Requests For Proposals can be found on the city's website located at [www.quincyl.gov](http://www.quincyl.gov). For further information, please contact Planning & Development at 217-228-4515.





# CITY OF QUINCY

## DEPARTMENT OF PLANNING AND DEVELOPMENT

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

### FOR IMMEDIATE RELEASE:

### SMALL RENTAL REHAB PROGRAM

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#### Proposed SRRP Schedule

- February 16, 2022 -** Advertise – Request Proposals (newspaper, city website, post city hall)
- February 24, 2022 -** Public informational meeting in Council Chambers at 5 pm to discuss the SRRP guidelines and requirements.
- March 17, 2022 -** Deadline for submission of completed Proposals to City of Quincy and completed information form and Rental Feasibility Analysis Form.
- Proposals screened for eligibility, program compliance, and receipt of all required support documents including financial commitment letters from the bank.
- Site inspections and specifications reviewed/approved by City Inspectors to assure cost reasonableness

#### Tentative SRRP Schedule

- April 7, 2022 -** Eligible projects submitted to SRRP Committee for review and selection. (Cost of owner labor, appliances, and equipment are not eligible under the program.)
- Committee submits recommendations to City Council for final approval and funding authorization.
- May 5, 2022 -** Loan Processing: Program Agreements, loan closing.
- May 9, 2022 -** Construction may begin for projects completing the above steps. Projects must be completed within one year of the date of loan closing.







Sheri L. Ray  
Comptroller

# CITY OF QUINCY

*Comptroller's Office*

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

## **FINANCE COMMITTEE MEETING**

**MONDAY February 22, 2022**

**6:15 pm**

**City Hall Council Chambers**

### AGENDA:

- 1) Approval of Previous Meeting Minutes from January 24, 2022
- 2) Redevelopment & Sales Tax Agreement – Vacant Anchor
- 3) New ARPA Fund
- 4) Other/New Business
- 5) Public Comment

### Distribution:

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

**Finance Committee Meeting Minutes  
City Hall Caucus Room  
January 24, 2022**

Members present: Chairman Farha, Aldermen Holtschlag, Sassen, Reis  
Aldermen present: Bauer, Bergman, Freiburg, Entrup,  
Others present: Sheri Ray, Jeff Mays, Linda Moore, Mayor Troup, Lonnie Dunn, Chuck Bevelheimer,  
Bernie Vahlkamp  
Absent: Alderman Rein

Meeting called to order at 6:34 pm

- 1) The minutes from the previous meeting December 28, 2021 were approved and seconded by Holtschlag, Sassen. All in favor, motion carried.
- 2) Sale of Non-Essential Real Estate. Jeff Mays stated that the City advertised for the sale of several properties. Chuck handed out the information on the properties. The City is seeking authorization to sell properties to the highest bidders on 1122 Monroe and 633 State. The sale of the other properties is requested to be tabled temporarily due to the highest bidder not submitting a redevelopment plan. The City Administration requested that purchaser agrees to build a home in a designated time period. Planning and Development Staff will work with the bidder to determine the redevelopment plan, including a timeline. Alderman Holtschlag recused himself prior to vote. Alderman Sassen made a motion to recommend the two resolutions for 1122 Monroe and 633 State to Council; second by Alderman Reis. All in favor, motion carried.
- 3) New business. Sheri asked if the committee had any questions regarding the Supplemental up for third reading tonight and discussed the amendment proposed as Exhibit B.
- 4) No public comment.

Meeting adjourned at 6:39 p.m.

  
Sheri Ray, Comptroller



**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REDEVELOPMENT  
AND SALES TAX REBATE AGREEMENT WITH QUINCY DEVELOPMENT  
PARTNERS, LLC, PERTAINING TO THE REDEVELOPMENT OF VACANT RETAIL  
ANCHOR LOCATED AT 3701 BROADWAY**

**WHEREAS**, the City of Quincy desires to enter into a Redevelopment and Sales Tax Rebate Agreement (the “Agreement”) with Quincy Development Partners, LLC, a Delaware Limited liability Company (hereafter known as the “Developer”); and

**WHEREAS**, the Quincy City Council adopted Ordinance 20-04, which established a retail incentive program, on February 24, 2020; and

**WHEREAS**, to facilitate the redevelopment of the vacant retail anchor at 3701 Broadway, the city shall provide a Development Incentive (as allowed in Ordinance 20-04) to the Developer by rebating a portion of sales tax revenue generated by the Retailers Tax Act (RTA) and the Home Rule Purchase Act (HRPA), per the terms of the Agreement; and

**WHEREAS**, the rebate shall be based on sales tax revenue generated from the vacant retail anchor, per the terms of the Agreement; and

**WHEREAS**, the city shall not less than quarterly remit to the Developer all sums owed to the Developer based on sales tax generated by the Vacant Retail Anchor; and

**WHEREAS**, the renovations to the Vacant Retail Anchor as proposed by the Developer pursuant to the Agreement will be carried out with the assistance of the Development Incentive offered by the City; and

**WHEREAS**, the City of Quincy has the authority to promote the health, safety and welfare of its inhabitants, to prevent the onset of blight while instituting conservation measures and to encourage private development in order to enhance the local tax base and to enter into contractual agreements with third parties for the purposes of achieving these purposes; and

**WHEREAS**, the City further finds that the terms outlined in the Agreement are in the best interest of the parties; and

**WHEREAS**, the City is authorized to enter into economic incentive agreements sharing a portion of sales tax generated by a Redevelopment and Sales Tax Rebate Agreement pursuant to the provisions of Section 5/8-11-20 of the Illinois Municipal Code (65 ILCS 5/8-11-20).

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Quincy, Adams County, Illinois, that:

**Section 1.** The findings and recitations set forth above are hereby adopted as part of this Resolution;

**Section 2.** The Mayor and the City Clerk of the City of Quincy are hereby authorized to execute and attest, respectively, a “Redevelopment and Sales Tax Rebate Agreement”, ;

**Section 3.** This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern;

**Section 4.** The City Clerk is hereby directed to publish this Resolution in pamphlet form and thereafter maintain at least three (3) copies of the same available for public inspection in the City Clerk’s Office;

**Section 5.** This Resolution shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Ayes:

Nays:

Absent:

City of Quincy, an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mike Troup, Its Mayor

ATTEST:

\_\_\_\_\_  
Laura Oakman, Its City Clerk



**OFFICE OF THE COMPTROLLER  
CITY OF QUINCY  
SHERI L. RAY, COMPTROLLER**

**CITY HALL SUITE 105  
730 MAINE STREET  
QUINCY, ILLINOIS 62301-4056**

**TELEPHONE  
(217) 228-4517  
FAX (217) 222-2132**

**MEMORANDUM**

**TO:** Mayor and City Council  
**FROM:** Sheri Ray  
**DATE:** February 15, 2022  
**SUBJECT:** Resolution New Fund for American Rescue Plan Act Funds

I have submitted the attached resolution to the City Clerk for placement on the agenda for the February 22, 2022 Finance Committee Meeting.

The purpose of the resolution is to establish a new fund for the purpose of collecting and expending the ARPA (American Rescue Plan Act) funding which is around \$2.7 million in current fiscal year and an additional \$2.7 next fiscal year.

Other home rule communities are also creating capital project type funds to account for the funding. This will accomplish separate fund reporting for audit purposes and to not distort the General Fund with the additional revenues/expenses.

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

**CC: Lonnie Dun, Corporation Counsel  
City Clerk Laura Oakman  
DOAS, Jeff Mays  
City Treasurer Linda Moore**

## RESOLUTION

WHEREAS, the American Rescue Plan Act of 2021 is designed to facilitate the United States' recovery from the devastating economic and health effects of the COVID-19 pandemic; and,

WHEREAS, The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and,

WHEREAS, the City of Quincy has a population under 50,000 and is considered a CDBG Entitlement Community, and will be receiving funds directly from the U.S. Department of Treasury; and,

WHEREAS, the City has received \$2.7 million in September 2021 and expects an additional \$2.7 million in September 2022 and funds must be expended by December 31, 2024; and,

WHEREAS, Cities can use ARPA funds to: address the negative economic impacts caused by the public health emergency; replace lost public sector revenue; provide premium pay for essential workers; and invest in water, sewer, and broadband infrastructure; and,

WHEREAS, the City wishes to create a new capital projects Fund #317 called "American Rescue Plan Fund" to account for all revenues and expenses; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED by City Council that it desires the City's Comptroller to create a new capital projects fund #317 called the "American Rescue Plan Fund" and direct any American Rescue Plan Act receipts into this fund.



**AGENDA**  
**QUINCY FIREFIGHTERS PENSION FUND**  
**February 24, 2022**  
**10:30 A.M.**  
**City Council Chambers**



**Public Forum**

- (1) **Roll Call**
- (2) **Approval of previous meetings minutes**
- (3) **Old Business**
- (4) **Communications**
- (5) **Treasurers Report**
- (6) **Investment Report**
- (7) **New Business**
  - Jeff Grawe - Buying Time
  - Demond Dade - Reciprocity
  - Payment of Bills: ABNG (postage for pension checks, 2021 Forms 1099, 1096 and 945)
  - Amanda Keck – February attendance \$150.00
- (8) **Public Forum (limited to three (3) minutes)**
- (9) **Executive Session**
- (10) **Next Meeting/Adjournment**

**Posted: 2/18/22**