

# Council Meeting for April 4, 2022



# CITY COUNCIL AGENDA

April 4, 2022

Final Agenda

7:00 P.M.

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

## PUBLIC FORUM

### PETITIONS

By YMCA of West Central Illinois requesting permission to conduct a raffle and have the bond requirement waived from now through November 24, 2022. The City Clerk recommends approval of the permit.

**Wards  
6,7**

A Special Event Application from the Quincy Grand Prix of Karting, Inc. requesting permission to hold the Quincy Grand Prix Kart Races on Saturday, June 11<sup>th</sup> and Sunday, June 12<sup>th</sup> in South Park. Applicant requests the closure of South 12<sup>th</sup> St., Harrison St. to Cherry Ln. from 7:00 a.m. through 7:00 p.m. on June 11<sup>th</sup> and June 12<sup>th</sup> and the City provide barricades. They request “No Parking” signs be placed on S. 14<sup>th</sup> St., Jackson to Harrison St. (both sides); south side of Jackson St., S. 14<sup>th</sup> St. to the east entrance of QND; Elmwood Dr. East, Elmwood Dr. West, and Elmwood Dr. North (inside lanes around the horseshoe); south and west sides South Park Terrace from 7:00 a.m. through 7:00 p.m. on June 11<sup>th</sup> and June 12<sup>th</sup>. They request permission to erect one 40x80 tent in the park for the event pending an inspection by the Quincy Fire Department once the tent is in place and prior to the start of the event. The Quincy Police Department has approved a Live Entertainment/Public Gathering license for the event. The Department of Utilities and Engineering recommends approval of the application.

**Wards  
1,3**

A Special Event Application from the Optimist Club of Quincy requesting permission to hold the Soap Box Derby on Friday, June 17<sup>th</sup> and Saturday, June 18<sup>th</sup>. Applicant requests the closure of N. 18<sup>th</sup> St., Seminary Rd. to Kochs Ln.; Hollister-Whitney Parkway, North 18<sup>th</sup> St. to North 24<sup>th</sup> St.; West Schneidman Dr., Quintron Way to Hollister-Whitney Parkway from 7:00 a.m. on June 17<sup>th</sup> through 7:00 p.m. June 18<sup>th</sup> and that the City provides barricades. They request “No Parking” signs be placed on N. 18<sup>th</sup> Street, Kochs Ln. to Seminary Rd. on the afternoon of Thursday, June 16<sup>th</sup>: They have applied for a Live Entertainment/Public Gathering license. Approval is recommended by the Department of Utilities & Engineering.

## MONTHLY REPORTS

### MAYOR’S APPOINTMENTS

Appointment of Debra Carstens to the Quincy Metropolitan Exposition Auditorium & Office Building Authority Board (QMEAOBA) for a three year term ending April 30, 2025

Appointment of Andrew Jones to the Plan Commission to serve as the 1.5 mile representative on this commission for an initial one year term expiring April 30, 2023

Re-appointments of Mark Philpot, Cecil Weathers and Dennis Williams to the Human Rights Commission each for a three year term ending April 30, 2025

## **PROCLAMATIONS**

April as “Child Abuse Prevention Month”

April 3<sup>rd</sup> - 9<sup>th</sup> as “Library Week”

April 9<sup>th</sup> as “Barbara Rowell Day”

## **RESOLUTIONS**

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.

HR Manager recommending approval of a three year contract for life insurance with Standard Life Ins. Co. (Basic Plan 3) through Cason, Huff, Schlueter, Inc. for an estimated annual cost is \$32,532.00 per year.

## **ORDINANCE**

### **Second presentation of an Ordinance entitled:**

An Ordinance Establishing A PACE Area And Establishing A PACE Program To Finance Or Refinance The Acquisition, Construction, Installation, Or Modification Of Energy Projects; And Other Matters Related Thereto. (Entering into a Property Assessed Clean Energy (PACE) assessment contract with Sunset Home.)

## **REPORT OF FINANCE**

## **EXECUTIVE SESSION**

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



## City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council  
Cc: Laura Oakman, Jeff Mays, Rob Copley, Kevin McClean, Bernie Vahlkamp  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: April 4, 2022  
Subject: Special Event Application – Grand Prix of Karting

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Quincy Grand Prix of Karting, Inc. requesting permission to hold the Quincy Grand Prix Kart Races on Saturday, June 11<sup>th</sup> and Sunday, June 12<sup>th</sup> in South Park.

The applicant requests the closure of the following street from 7:00 a.m. through 7:00 p.m. on Saturday, June 11<sup>th</sup> and Sunday, June 12<sup>th</sup> and that the City provides barricades for the street closure:

- South 12<sup>th</sup> Street, Harrison Street to Cherry Lane

The applicant also requests that “No Parking” signs be placed on the following streets from 7:00 a.m. through 7:00 p.m. on Saturday, June 11<sup>th</sup> and Sunday, June 12<sup>th</sup>:

- South 14<sup>th</sup> Street, Jackson to Harrison Streets (both sides)
- South side of Jackson Street, South 14<sup>th</sup> Street to the east entrance of QND
- Elmwood Dr. East, Elmwood Dr. West, and Elmwood Dr. North (inside lanes around the horseshoe)
- South and west sides South Park Terrace

The Quincy Police Department has approved a Live Entertainment/Public Gathering license for the event. The applicant requests permission to erect one 40x80 tent in the park for the event pending an inspection of the structure by the Quincy Fire Department once the tent is in place and prior to the start of the event.

Emergency Management Services and the Quincy Park District have been involved with the coordination of the event.

The applicant has submitted all required documentation and the Department of Utilities and Engineering recommends approval of the application.



## City of Quincy Department of Utilities & Engineering

To: Mayor and Quincy City Council  
Cc: Laura Oakman, Jeff Mays, Rob Copley, Kevin McClean  
From: Jeffrey Conte, Director of Utilities & Engineering  
Date: April 4, 2022  
Subject: Special Event Application – Soap Box Derby

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Optimist Club of Quincy requesting permission to hold the Soap Box Derby on Friday, June 17<sup>th</sup> and Saturday, June 18<sup>th</sup>.

The applicant requests the closure of the following streets from 7:00 a.m. on Friday, June 17<sup>th</sup> through 7:00 p.m. on Saturday, June 18<sup>th</sup> and that the City provides barricades for the street closures:

- North 18<sup>th</sup> Street, Seminary Road to Kochs Lane
- Hollister-Whitney Parkway, North 18<sup>th</sup> Street to North 24<sup>th</sup> Street
- West Schneidman Drive, Quintron Way to Hollister-Whitney Parkway

The applicant also requests that “No Parking” signs be placed on the following street on the afternoon of Thursday, June 16<sup>th</sup>:

- North 18<sup>th</sup> Street, Kochs Lane to Seminary Road

The applicant requests approval of a Live Entertainment/Public Gathering Permit for the use of loud speakers.

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



**OFFICE OF THE CITY CLERK**  
CITY OF QUINCY  
LAURA OAKMAN

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

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

April 1, 2022

**TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:**

I herewith submit a report of City Licenses and Permits issued by me during the month of March, 2022 the periods for which they were issued together with the fees collected and subsequently paid to the City Treasurer:

#	NAME	PERIOD	AMOUNT EACH	TOTAL
230	Cat Tags	1 Year	\$ 5.00	\$ 1,150.00
1	Electrical Contractor Registration (Limited)	1 Year	\$ 40.00	\$ 40.00
43	Electrical Contractor Registration (Master)	1 Year	\$ 100.00	\$ 4,300.00
6	Electrical Contractor Registration (Residential)	1 Year	\$ 60.00	\$ 360.00
3	Peddler	1 Year	\$ 25.00	\$ 75.00
1	Raffle	30 days	\$ 10.00	\$ 10.00
3	Video Gaming	1 Year	\$ 100.00	\$ 300.00
	<b>Total Collected by the Treasurer's Office</b>			<b>\$ 6,235.00</b>

Respectfully submitted,



**LAURA OAKMAN**  
City Clerk

LO:ak



OFFICE OF THE COMPTROLLER  
CITY OF QUINCY

CITY HALL SUITE 207  
730 MAINE STREET  
QUINCY, ILLINOIS 62301-4056

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

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## MEMORANDUM

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DATE: April 1, 2022  
TO: Laura Oakman  
FROM: Sheri Ray  
RE: Comptroller's Monthly Report

The Comptroller's report for the month of March is now available in the Comptroller's Office.

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Sheri Ray, Comptroller

# CITY OF QUINCY



LINDA K. MOORE, DBA  
CITY TREASURER

*Office of City Treasurer*

CITY HALL + 730 MAINE STREET  
QUINCY, IL 62301

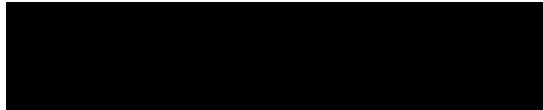
DATE: April 1, 2022

TO: MAYOR AND THE MEMBERS OF THE CITY COUNCIL

RE: CITY TREASURER'S MONTHLY REPORT

I hereby certify that the City Treasurer's Report for the month of March 2022 has been generated and is on file in the City Treasurer's office.

Respectfully,



Linda K. Moore, DBA  
City Treasurer

LKM/lao





# CITY OF QUINCY, ILLINOIS

# Official Proclamation

**WHEREAS**, every child deserves to grow up in a nurturing environment, free from abuse, neglect, violence, or endangerment of any kind; and

**WHEREAS**, child abuse and neglect cause serious harm to child development and have lifelong effects that endanger safety, hinder permanency in relationships, and reduce well-being, creating greater demands on society; and

**WHEREAS**, child abuse prevention is a shared responsibility, and finding solutions requires the involvement and collaboration of citizens, organizations, and government entities throughout Illinois and the country; and

**WHEREAS**, Illinoisans make more than 250,000 calls to the Illinois Child Abuse Hotline each year; the Illinois Department of Children and Family Services offers foster care placement to more than 20,000 Illinois children; and this department has provided permanent, loving homes for more than 15,000 children through adoption during the last decade; and

**WHEREAS**, child abuse prevention programs in Illinois are effective because of partnerships created between government entities, social service agencies, schools, religious organizations, law enforcement agencies, businesses, and individual citizens;

**NOW, THEREFORE, I**, Michael A. Troup, Mayor of the City of Quincy, on behalf of the City Council and the citizens of Quincy, do hereby proclaim April 2022 as

## **CHILD ABUSE PREVENTION MONTH**

in the City of Quincy, and I encourage all citizens to respond to the call of "How will you help?" by supporting child abuse prevention programs and reporting suspected cases of abuse and neglect to the Child Abuse Hotline at (800) 25-ABUSE.

**IN TESTIMONY WHEREOF, I HAVE  
HEREBUNTO SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF THE CITY OF  
QUINCY ON THIS 28<sup>TH</sup> DAY OF MARCH IN THE  
YEAR OF OUR LORD TWO THOUSAND TWENTY-TWO.**



**MICHAEL A. TROUP  
MAYOR, CITY OF QUINCY**

# CITY OF QUINCY, ILLINOIS

# Official P r o c l a m a t i o n

**WHEREAS**, libraries are accessible and inclusive places that foster a sense of connection and build community;

**WHEREAS**, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities;

**WHEREAS**, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books;

**WHEREAS**, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

**WHEREAS**, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

**WHEREAS**, libraries have long served as trusted and treasured institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE, I**, Michael A. Troup, Mayor of the City of Quincy, on behalf of the City Council and the citizens of Quincy, do hereby proclaim April 3-9, 2022

## **NATIONAL LIBRARY WEEK**

in the City of Quincy and I encourage citizens to connect with their library by visiting online or in person to access resources and services.

**IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF THE CITY OF  
QUINCY ON THIS 4<sup>TH</sup> DAY OF APRIL IN THE  
YEAR OF OUR LORD TWO THOUSAND TWENTY-TWO.**

**MICHAEL A. TROUP  
MAYOR, CITY OF QUINCY**

CITY OF QUINCY, ILLINOIS

**P** Official  
Proclamation

**WHEREAS**, Quincy Community Theatre is commemorating the legacy of Barbara Rowell, who served as the Managing Artistic Director for 24 years, with a dedication of the auditorium in her name on Saturday, April 9, 2022 at 1 PM; and

**WHEREAS**, Barbara Rowell was involved in Quincy Community Theatre starting in 1967 and served as Managing Artistic Director of Quincy Community Theatre for 24 years from 1983 to 2006, with a tenure accounting for 136 productions; and

**WHEREAS**, during her tenure, Barbara Rowell's tireless promotion and advocacy of Quincy Community Theatre's programs elevated theatre as a cultural cornerstone in our community and fostered a love of the arts for generations to come; and

**WHEREAS**, Barbara Rowell's vision and determination allowed the theatre to become a permanent resident of the Oakley Lindsay Civic Center in 1995 by raising \$1.25 million in matching funds for the Illinois state grant award to the Quincy Civic Center Authority, matching her grand vision of what community theatre can be; and

**NOW, THEREFORE, I**, Michael A. Troup, Mayor of the City of Quincy, on behalf of the City Council and the citizens of Quincy, do hereby proclaim Saturday, April 9, 2022 as

**BARBARA ROWELL DAY**

in the City of Quincy, and I encourage citizens to pay special tribute and thanks to this great woman and the legacy in the arts she leaves with Quincy Community Theatre.

**IN TESTIMONY WHEREOF, I HAVE  
HEREUNTO SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF THE CITY OF  
QUINCY ON THIS 9<sup>TH</sup> DAY OF APRIL IN THE  
YEAR OF OUR LORD TWO THOUSAND TWENTY-TWO.**

**MICHAEL A. TROUP  
MAYOR, CITY OF QUINCY**

**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 passed a Resolution on February 22, 2022, which was executed by the Mayor on February 23, 2022, 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 Developer has asked the City to agree to modify the language previously approved by the Council and Mayor in the Agreement, in order to entice the Big Box Retailer to enter into a lease agreement; and

**WHEREAS**, the redevelopment of the property requires a lease being entered into between the Developer and a Big Box Retailer.

**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, the “Redevelopment and Sales Tax Rebate Agreement dated April 4, 2022”, a copy of which is attached hereto and incorporated herein by reference as “Resolution Exhibit No. 1”;

**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



**City of Quincy**

**MEMORANDUM**  
HUMAN RESOURCES DEPARTMENT

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DATE: March 31, 2022

TO: Mayor and City Council

FROM: Carrie Potter, HR Manager

SUBJECT: Approval of the Proposal for the Life Ins. RFP for Standard Life Ins. Co. (Basic Plan 3) through Cason, Huff, Schlueter, Inc. to contract with the City of Quincy

The proposal from a Life Ins. RFP for Standard Life Ins. Co. (Basic Plan 3) through Cason, Huff, Schlueter, Inc. effective May 1<sup>st</sup>, 2022 with the City of Quincy is recommended for approval.

Our current city-paid life insurance policy's contract ends on April 30, 2022. The 8 request for proposals were submitted and compared. The Personnel Committee is recommending this proposal to council as it has no age reduction for retirees or active employees at the best price. It is a 3 year contract that currently includes 347 employees and 275 retirees. The annual cost is estimated to be \$32,532 per year.

## **RESOLUTION**

**WHEREAS**, the City of Quincy requested Life Insurance RFPs to provide proposals for their city-paid life insurance policy for retirees and active employees; and,

**WHEREAS**, the Life Ins. RFP for Standard Life Ins. Co. (Basic Plan 3) through Cason, Huff, Schlueter, Inc. provided the best quote; and,

**WHEREAS**, the same coverage amounts will remain in effect along with no age reduction for either employee classification; and,

**WHEREAS**, this proposal has a set rate for 3 years and based on the coverage amount of the employee classification; and,

**WHEREAS**, the estimated annual cost is \$32,532.00 per year.

**NOW THEREFORE BE IT RESOLVED**, that the HR Manager recommends Council approval of a 3 year contract for life insurance with Standard Life Ins. Co. (Basic Plan 3) through Cason, Huff, Schlueter, Inc.

# CITY OF QUINCY

*DEPARTMENT OF PLANNING & DEVELOPMENT*

706 Maine Street | Third Floor | Quincy, IL 62301

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



## MEMORANDUM

TO: Mayor Troup and City Council  
FROM: Chuck Bevelheimer  
DATE: March 22, 2022  
SUBJECT: Ordinance Establishing PACE for Sunset Home

Sunset Home intends to construct an 88,000 square foot skilled nursing facility at Payson Avenue & 4<sup>th</sup> Street. As part of its plan to finance the project, Sunset Home is asking the City to consider establishing a Property Assessment Clean Energy (PACE) Program for its property. A property owner can use PACE financing to fund up to 100% of the costs associated with an energy project.

In order for Sunset Home to be able to borrow money through the PACE program, the city must enter into an assessment contract with Sunset Home. The assessment contract describes:

- a. The Energy Project
- b. The property on which the Energy Project will occur (Sunset Home)
- c. The amount of money to be borrowed/repaid through the PACE program

The assessment contract will be recorded by the Adams County Recorder of Deeds as a lien on the property and will be funded through the issuance of PACE bonds by the Illinois Finance Authority. Per the PACE Act, a third party may bill for and collect the assessment.

While the City is responsible for overseeing the PACE Program, Castlegreen Service, LLC will serve as the Program Administrator. As such, Castlegreen Service, at no cost, will be responsible for implementing the PACE Program for the City and Sunset Home, including:

- a. Processing and Approving PACE Financing
- b. Day-to-Day operations of the PACE Program
- c. Coordinating between contractors and energy consultants on the project
- d. Reporting to the City

Attached is an Ordinance establishing the PACE Program and Project Area as a means to help Sunset Home finance an energy project at Payson Avenue & 4<sup>th</sup> Street. A more detailed description of the PACE program is in the Ordinance attachment Exhibit A PACE Program Report .

**AN ORDINANCE ESTABLISHING A PACE AREA AND  
ESTABLISHING A PACE PROGRAM TO FINANCE OR  
REFINANCE THE ACQUISITION, CONSTRUCTION,  
INSTALLATION, OR MODIFICATION OF ENERGY  
PROJECTS; AND OTHER MATTERS RELATED  
THERE TO**

**WHEREAS**, the City of Quincy, a city duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “City”) is a home rule unit of local government of the State of Illinois authorized pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq., as amended (the “PACE Act”) to establish a property assessed clean energy program (the “PACE Program”), create a PACE area (as defined in the PACE Act) and finance or refinance energy projects (as defined in the PACE Act); and

**WHEREAS**, the PACE Act states that a program such as the PACE Program may be administered by a program administrator (as defined in the PACE Act);

**WHEREAS**, the City desires to designate tCastleGreen Services, LLC as program administrator for the PACE Program; and

**WHEREAS**, CastleGreen Services, LLC has prepared the report attached hereto as Exhibit A (the “Program Report”) setting forth certain terms of the proposed PACE Program in conformity with the PACE Act; and

**WHEREAS**, the City now desires to establish the PACE area as as described in Exhibit B and to establish the PACE Program as further described herein and in the Program Report and to finance or refinance energy projects; and

**WHEREAS**, the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), is authorized to issue PACE bonds (as defined in the PACE Act) to finance or refinance energy projects in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”); and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF QUINCY, ILLINOIS, AS FOLLOWS:**

**Section 1. Incorporation of the Recitals.** The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

**Section 2. Designation of the Program Administrator.** The City hereby designates CastleGreen Services, LLC as the program administrator (the “Program Administrator”) for the PACE Program.



**Section 3. Report of the Program Administrator; Creation of PACE Area.** The City hereby finds as follows:

a. The financing or refinancing of energy projects is a valid public purpose and serves an essential governmental function;

b. The City intends to facilitate access to capital from the Program Administrator approved by the City or as otherwise permitted by the PACE Act, to provide funds for energy projects which will be repaid by assessments on the property (as defined in the PACE Act) benefitted with the agreement of the record owners (as defined in the PACE Act) of such property;

c. A description of the territory within the PACE area, the types of energy projects that may be financed or refinanced, and the description of the proposed arrangements for financing the PACE Program through the issuance of PACE bonds under or in accordance with Section 35 of the PACE Act, which PACE bonds may be purchased by one or more capital providers (as defined in the PACE Act); are all set forth in the Program Report which is attached hereto as Exhibit A. The Program Report is hereby incorporated by reference thereto and made a part hereof. The City hereby approves the Program Report and hereby establishes the PACE area as further described in the Program Report. The Program Report shall be made available for public inspection in the office of the City clerk.

**Section 4. No Public Hearing; Program Established.** The City hereby finds that no public hearing shall be required in connection with the adoption or amendment of the PACE Program and hereby establishes the PACE Program in accordance with the Program Report.

**Section 5. Assessment Contract.** The form of “assessment contract” (as defined in the PACE Act) attached as Appendix A to the Program Report is hereby approved by the City. The Mayor of the City of Quincy and [INSERT SECONDARY SIGNATORY] (each, an “Authorized Officer”) is hereby authorized to negotiate, execute, and deliver one or more assessment contracts with record owners meeting the requirements set forth in the Program Report (each, an “Assessment Contract”) in substantially the form of Appendix A to the Program Report, with such changes, deletions, and insertions as shall be approved by the Authorized Officer and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of such Assessment Contract, and upon execution to record such Assessment Contract with the Recorder of Deeds of Adams County. The execution of such agreements and instruments shall be conclusive evidence of such approval. Prior to execution of any Assessment Contract, the Authorized Officer shall make the determination set forth in clause (i) below and shall have received evidence of items (ii) through (xi) below, to be documented in a written notification to be filed with the office of the City Clerk:

i. that the property to be assessed is entirely within the PACE area of the City;

ii. that there are no delinquent taxes, special assessments or water or sewer charges on the property to be assessed;

iii. that there are no delinquent assessments on the property under a property assessed clean energy program;

iv. whether there are any involuntary liens on the property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the record owner, environmental proceedings, or eminent domain proceedings;

v. that no notices of default or other evidence of property-based debt delinquency have been recorded and not cured;

vi. that the record owner is current on all mortgage debt on the property, the record owner has not filed for bankruptcy in the last 2 years, and the property is not an asset in a current bankruptcy proceeding;

vii. that all work requiring a license under any applicable law to acquire, construct, install, or modify an energy project shall be performed by a licensed contractor that has agreed to adhere to a set of terms and conditions through a process established by the City or the Program Administrator and described in the Program Report;

viii. the contractor or contractors to be used have signed a written acknowledgement that the City or the Program Administrator will not authorize final payment to the contractor or contractors until the City has received written confirmation from the record owner that the energy project was properly acquired, constructed, installed or modified and is operating as intended; provided, however, that the contractor or contractors retain all legal rights and remedies in the event there is a disagreement with the record owner;

ix. that the aggregate amount financed or refinanced under one or more assessment contracts does not exceed 25% in relation to the greater of any of the following:

(A) the value of the property as determined by the office of the county assessor; or

(B) the value of the property as determined by an appraisal conducted by a licensed appraiser;

x. that an evaluation of the existing water or energy use and a modeling of expected monetary savings have been conducted for any proposed energy efficiency improvement (as defined in the PACE Act), renewable energy improvement (as defined in the PACE Act), or water use improvement (as defined in the PACE Act), unless the water use improvement is undertaken to improve

water quality in accordance with the procedures set forth in the Program Report; and

xi. before entering into the Assessment Contract with the City, the record owner shall have provided to the mortgage holders of any existing mortgages encumbering or otherwise securing the property a notice of the record owner's intent to enter into the Assessment Contract with the City, together with the maximum principal amount to be financed or refinanced and the maximum assessment necessary to repay that amount, along with an additional request that the mortgage holders of any existing mortgages consent to the record owner subjecting the property to the PACE Program. Prior to the execution of any Assessment Contract, the City shall have been provided with a copy or other proof of those notices and the written consent of the mortgage holder for the record owner to enter into the Assessment Contract which acknowledges that (a) the existing mortgage or mortgages for which consent was received will be subordinate to the Assessment Contract and the lien created thereby and that the City or, if applicable, its permitted assignee (as defined in the PACE Act) can foreclose the property if the assessments are not paid.

**Section 6. Additional Actions.** The Authorized Officer is hereby authorized:

i. to approve the form of Program Handbook of the Program Administrator (as defined in the Program Report) setting forth certain additional requirements, procedures, and descriptions relating to the PACE Program and to negotiate, execute, and deliver such other supporting documents as may be necessary or appropriate to implement the PACE Program;

ii. in connection with the issuance of PACE bonds by the Authority to finance or refinance energy projects in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Authority Act, to negotiate, execute, and deliver one or more agreements assigning to the Authority an Assessment Contract securing such PACE bonds; and

iii. to approve changes, updates, amendments, modifications or supplements to the Program Report to the extent such changes, updates, amendments, modifications or supplements comply with the parameters and requirements set forth in the PACE Act.

**Section 7. Enactment.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption. No provision of the Municipal Code of the City of Quincy or violation of any provision of the Municipal Code of the City of Quincy shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or

payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code of the City of Quincy.

A copy of this Ordinance shall be published in pamphlet form, filed in the office of the City Clerk and made available for public inspection.

This Ordinance shall become effective upon its passage and approval.

ADOPTED:

City Clerk

APPROVED:

Mayor

Officially published in pamphlet form this        day of        , 2022

EXHIBIT A  
Program Report

**CITY OF QUINCY,  
ILLINOIS**



**Property Assessed Clean Energy Program**

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## Introduction

The City of Quincy (the “City”) is establishing a voluntary property assessed clean energy (“PACE”) program to finance or refinance the acquisition, construction, installation or modification of an alternative energy improvement, energy efficiency improvement, renewable energy improvement, resiliency improvement or water use improvement that is affixed to real property including new construction (collectively, “Energy Projects”).

The City’s PACE program (the “Program”), is available for privately-owned commercial, industrial, non-residential agricultural or multi-family (five or more units) real property or real property owned by a non-for-profit located in the City, as may be further amended in the PACE Act (collectively, “Properties”). CastleGreen Services, LLC will act as the program administrator only for the property whose quitclaim deed is referenced in Appendix A.

The Program is designed to accelerate private investment in Energy Projects on existing and newly constructed buildings on Properties. The City and its residents and businesses will benefit from the Energy Projects financed through the Program that enables private sector funding for up to 100% of the costs of Energy Projects, at no cost to the City.

## Purpose of the Program Report

Enacted in 2017 and amended in 2018 (effective January 1, 2019) and 2019 (effective July 29, 2019), the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Illinois PACE Act”) authorizes any county or municipality in Illinois to establish PACE programs.

The City intends to establish a PACE program by adopting an ordinance meeting the requirements of Section 15 of the Illinois PACE Act, including the adoption of a program report as required by Section 20 of the Illinois PACE Act, and further designating CastleGreen Services, LLC as Program Administrator..

The ordinance establishes the PACE area (the “PACE Area”, as further described in **Appendix A**). This Program Report contains a description of how PACE works, its benefits and an outline of the basic design and financing or refinancing structure of the Program.

## Program Description

The Program finances or refinances the voluntary acquisition, construction, installation or modification of Energy Projects on Properties, utilizing a non-ad valorem assessment on the Properties being improved (the “Assessment”). Record owners can use PACE financing or refinancing to fund up to 100% of the costs involved in Energy Projects, including all related equipment, materials and labor, as well as soft and closing costs.

The City will enter into an assessment contract with a record owner (the “Assessment Contract”) in order to secure the PACE financing or refinancing. The Assessment Contract describes the Energy Project being financed, the property on which such Energy Project will be affixed, and the amount financed. The Assessment Contract will also define capitalized closing costs, the interest rate, the term, the Assessment Contract installments, including estimated annual costs, and the prepayment terms and conditions. Interest rates are fixed, the Assessment fully amortizes over the term of the Assessment and there are no balloon payments.

The Assessment Contract will be recorded by the Adams County Recorder of Deeds as a lien on the property and thereafter will be funded through the issuance of PACE bonds by the Illinois Finance Authority (the “IFA”). In some cases, Energy Projects may also be temporarily funded through a warehouse fund until the PACE bonds are issued. Pursuant to the Assessment Contract, the record owner makes Assessment installment payments of principal, interest, and any other annual costs. As per the

Illinois PACE Act, assessments may be billed and collected directly by a third party, in addition to the usual means of using governmental entities. Because of the limited scope of the energy project in the PACE Area, the City has determined that the Assessments will be billed directly to the record owner by the Program Administrator or an affiliate thereof.

Because the Assessment is attached to the property being improved, if the property is sold before the Assessment is paid off, the balance of the Assessment Contract remains with the property and seamlessly transfers to the new record owner without any need to approve the new record owner.

## Roles and Responsibilities

The City of Quincy's Mayor (the "Authorized Individuals") will oversee the Program.

CastleGreen Services, LLC will, at no cost to the City, serve as the program administrator for the Program (the "Program Administrator").

The Program Administrator will be responsible for overseeing and implementing the Program, including: processing applications; statutory underwriting; coordinating among record owners, capital providers, contractors and other building professionals; reporting and arranging for any required reporting to the City; and arranging for capital. The primary responsibilities of the Program Administrator will be to:

- Receive, process and approve PACE financing or refinancing applications
- Manage the day-to-day operations of the Program
- Register contractors and other building professionals, and energy consultants
- Provide detailed guidelines on how to apply for and receive PACE financing or refinancing

## Form of Assessment Contract

The form of the Assessment Contract between the City and the record owner(s) of the property for which PACE financing or refinancing is provided is attached to this Program Report as **Appendix B**. The Assessment Contract contains the terms of the Assessment under the Program and the financing or refinancing to be provided by way of the issuance of PACE bonds or temporarily through warehouse financing or refinancing before PACE bonds are issued. The form of the Assessment Contract will be completed and, as necessary, modified to include the specific terms of each financing or refinancing.

## Identification of City Officials Authorized to Enter into an Assessment Contract

The Mayor is authorized to enter into Assessment Contracts.

## Program Eligibility Requirements

**Eligible Properties.** The Illinois PACE Act, as may be further amended, prescribes the types of privately-owned real properties or real property owned by a not-for-profit located in the designated PACE Area on which eligible Energy Projects may be affixed.

- Commercial
- Industrial (including Data Centers)
- Multi-family (Five (5) or more units)
- Non-residential agricultural



Residential properties of four (4) units or less and properties owned by a governmental unit are not eligible.

**Eligible Energy Projects.** The types of Energy Projects that are eligible for PACE financing or refinancing are, but not limited to:

- “Alternative energy improvements” any fixture, product, system, equipment, device, material, or interacting group thereof intended to charge a motor vehicle that is fully or partially powered by electricity, including but not limited to:
  - Charging stations including electrical wiring and outlets
  
- “Energy efficiency improvements” any fixture, product, system, equipment, device, material, or interacting group thereof intended to decrease energy consumption or enable a more efficient use of electricity, natural gas, propane, or other forms of energy on property, including but not limited to:
  - ✓ Insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems;
  - ✓ Energy efficient windows and doors, multi-glazed windows and doors, heat absorbing or heat-reflective glazed and coated window and door systems and additional glazing, reductions in glass area, and other window and door systems that reduce energy consumption;
  - ✓ Automated energy or water control systems;
  - ✓ High efficiency heating, ventilating, or air-conditioning and distribution systems;
  - ✓ Caulking, weather-stripping, and air sealing;
  - ✓ Energy lighting fixtures;
  - ✓ Energy controls or recovery systems;
  - ✓ Day lighting systems;
  - ✓ Any energy efficiency project, as defined in Section 825-65 of the Illinois Finance Authority Act; and
  - ✓ Any other fixture, product, system, equipment, device, or material intended as a utility or other cost-savings measure as approved by the City.
  
- “Renewable energy improvements” any fixture, product, system, equipment, device, material, or interacting group thereof on the property of the record owner that uses one or more renewable energy resources to generate electricity, including any renewable energy project, as defined in Section 825-65 of the Illinois Finance Authority Act.
  
- “Resiliency improvements” any fixture, product, system, equipment, device, material, or interacting group thereof intended to increase resilience or improve the durability of infrastructure, including but not limited to:
  - ✓ Seismic retrofits
  - ✓ Flood mitigation
  - ✓ Fire suppression
  - ✓ Wind resistance
  - ✓ Energy storage
  - ✓ Microgrids
  - ✓ Backup power generation
  
- “Water use improvement” any resiliency improvement, fixture, product, system, equipment, device, material or interacting group thereof intended to conserve water resources or improve water quality on property, including but not limited to, all of the following:

- ✓ Water management or efficiency systems
- ✓ Water recycling
- ✓ Capturing, reusing, managing, and treating stormwater
- ✓ Bioretention, trees, green roof, porous pavements, or cisterns for maintain or restoring natural hydrology
- ✓ Replacing or otherwise abating or mitigating the use of lead pipes in the supply of water; and
- ✓ Any other resiliency improvement, fixture, product, system, equipment, device, or material intended as a utility or other cost-savings measure as approved by the City.

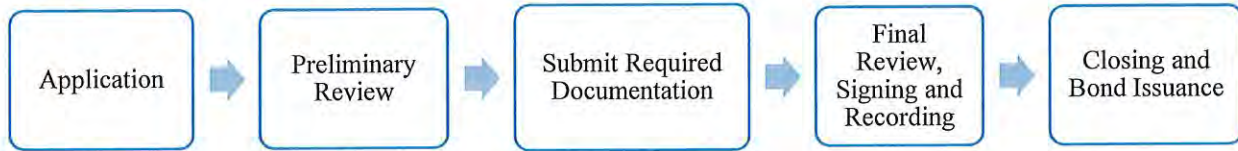
**Other Statutory Underwriting Requirements.** The Illinois PACE Act prescribes statutory underwriting criteria that each applicant must satisfy. The record owner must provide evidence of the following:

- The property must be located entirely within the PACE Area, as reflected on **Appendix A**.
- There are no delinquent taxes, special assessments, or water or sewer charges on the property.
- There are no delinquent Assessments on the property under a PACE program.
- Whether there are any involuntary liens on the property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the record owner, environmental proceedings, or eminent domain proceedings.
- There are no notices of default or other evidence of property-based debt delinquency that have been recorded and not cured.
- The record owner is current on all mortgage debt on the property, the record owner has not filed for bankruptcy in the last 2 years, and the property is not an asset in a current bankruptcy proceeding.
- The aggregate amount financed or refinanced under one or more Assessment Contracts cannot exceed 25% of the greater of (1) the assessed value of the property or (2) the appraised value, as determined by a licensed appraiser.
- All work requiring a license, under any applicable law, to acquire, construct, install or modify an Energy Project shall be performed by a licensed contractor or other building professional that agreed to adhere to a set of terms and conditions through a process established by the Program.
- The contractors to be used have signed a written acknowledgement that the Program Administrator will not authorize final payment to the contractor until it has received written confirmation from the record owner that the Energy Project was properly acquired, constructed, installed or modified and is operating as intended; provided, however, that the contractor or contractors retains all legal rights and remedies in the event there is a disagreement with the record owner.
- The record owner shall provide to the Program Administrator an evaluation of the existing water or energy use and a modeling of expected monetary savings for any proposed Energy Project. Water Use Improvement Projects that improve water quality do not have to model expected monetary savings.

**Compliance Requirements.** All projects will comply with the State's prevailing wage requirements and reporting obligations.

**Capital Provider Underwriting Requirements.** In addition to the statutory underwriting requirements, the applicable capital provider may have additional underwriting requirements.

## Application Process



PACE Application Program	
<b>Application</b>	<ul style="list-style-type: none"> <li>▪ The record owner, with the assistance of and in negotiation with the capital provider, will contact the Program Administrator to discuss the project and will provide:               <ul style="list-style-type: none"> <li>- A description of the proposed Energy Project to be installed or modified</li> <li>- A legal description of the eligible property to which the proposed Energy Project will be installed</li> </ul> </li> </ul>
<b>Preliminary Review</b>	<ul style="list-style-type: none"> <li>▪ Based on the information obtained in the application process and information obtained by the Program Administrator from public sources, the Program Administrator will determine preliminary approval.</li> <li>▪ The preliminary approval will be subject to verification of all eligibility requirements on or before the closing of the Assessment</li> </ul>
<b>Submit Required Documentation</b>	<ul style="list-style-type: none"> <li>▪ The record owner will be required to:               <ul style="list-style-type: none"> <li>- Obtain an acceptable property appraisal, if a current one does not exist</li> <li>- Obtain an assessment of the existing conditions and modeling of expected monetary savings for the proposed Energy Project</li> <li>- Acquire a financial commitment from a capital provider, with assistance from the Program Administrator (if needed)</li> <li>- Provide lien holders with notice of intent, and obtain lender consent, to enter into an Assessment Contract with the City</li> <li>- Submit any other information and documentation requested by the Program Administrator</li> </ul> </li> </ul>
<b>Final Review, Signing and Recording</b>	<ul style="list-style-type: none"> <li>▪ The Program Administrator will review all the required information and documentation submitted by the record owner</li> <li>▪ If all the information and documentation is satisfactory, the Program Administrator will complete an Assessment Contract and all other documentation required in connection with Assessment Contract and submit it to the record owner for signature and thereafter submit it to the appropriate Authorized Individual for signature</li> <li>▪ Assessment contract will be recorded in the land records after execution</li> </ul>
<b>Closing and Bond Issuance</b>	<ul style="list-style-type: none"> <li>▪ Following the recording of the Assessment Contract, the Program Administrator will coordinate with the record owner, the issuer of the bonds and the capital provider, as well as any other service providers, to cause the PACE bonds to be issued (or funds provided under a warehouse fund) and the proceeds thereof applied in accordance with the Assessment Contract and the PACE bonds or the warehouse fund.</li> </ul>

## Method for Determining Interest Rates, Repayment Periods, and Maximum Amount of an Assessment

**Interest Rates.** The interest rate that will be charged pursuant to any Assessment Contract will be determined by the capital provider based on prevailing market conditions, subject to negotiation by the record owner.

**Repayment Periods.** The repayment period for an Assessment cannot exceed the estimated useful life of the Energy Projects being financed. The record owner may request, or the capital provider may require, a shorter period.

**Assessment Amount.** The aggregate Assessment amount cannot exceed 25% of the greater of the assessed value or the appraised value, as determined by a licensed appraiser, of the property. In addition, the maximum amount of an Assessment may not exceed the actual cost of the Energy Projects being financed or refinanced and closing costs, including the cost of materials and labor necessary for the acquisition, construction, installation or modification of the Energy Projects, permit fees, inspection fees, application and administrative fees, bank fees, and all other fees that may be incurred by the record owner pursuant to the installation and modification of the Energy Projects and the issuance of PACE bonds, including capitalized interest and prepayment fees.

## How Assessments Are Made and Collected

The Assessment Contract will be recorded by the Adams County Recorder of Deeds as a lien on the property, until the Assessment, including any interest, penalty and prepayment fee, is paid in full. The lien has the same priority as real estate property taxes and other special assessment liens.

The Program Administrator or an affiliate will issue invoices for the Assessment installments. Installments are generally payable semi-annually on the first business day in March and September. The payments by the record owner are used to pay the Assessment which secure the outstanding PACE bonds or the warehouse fund. The Program Administrator will notify the City, who then notifies the County Treasurer's Office, if any Assessment installment is delinquent. Delinquent Assessment installments are subject to the same rights and remedies as delinquent real estate property taxes or other delinquent special assessments, including a property tax sale.

## Plan to Raise Capital

The City has elected to have the Illinois Finance Authority ("IFA") issue PACE bonds. The Illinois PACE ACT and subsection (d) of Section 825-65 of the Illinois Finance Authority Act provides for the assignment of Assessment Contracts securing such PACE bonds by the City to the IFA. Pursuant to the Illinois PACE Act, interim financing prior to the issuance of PACE bonds may be provided only by a warehouse fund, except that warehouse funds or interim financing established by capital providers may only hold Assessment Contracts for a maximum of 36 months from the date of recording of the applicable Assessment Contract.

PACE bonds issued to finance or refinance Energy Projects under the Illinois PACE Act shall not be general obligations of the City or the IFA but shall be secured by the payments under one or more Assessment Contracts on benefited property or properties within the PACE Area and, if applicable, revenue sources or reserves established by the IFA from bond proceeds or other lawfully available funds. In addition, PACE bonds may be secured by municipal bond insurance, letters of credit or public or private guarantees or sureties. The maturity of the PACE bonds shall not exceed 40 years from the date of issuance.

The Program Administrator will provide access to capital through the issuance of PACE bonds by IFA which will be purchased by CastleGreen Finance, LLC or its affiliates. All purchasers of the PACE bonds and warehouse lenders will be institutional accredited investors or qualified institutional buyers that are approved by the Program Administrator.

## User Fees

The record owner will be charged certain fees and costs in connection with applying for and obtaining financing or refinancing under the Program. The Program Administrator will not charge a fee for contractors or other building professional to apply for, or to maintain, registration with the Program.

Certain fees are categorized as Costs of Issuance, Annual Fees or Application Fees and can be financed under the Assessment Contract.

**Cost of Issuance.** The cost of issuance includes:

- 1) A program administrative fee, payable to the Program Administrator,
- 2) An issuer fee, payable to IFA as the issuer of the bonds issued in connection with the Program,
- 3) Counsel fees (bond and/or disclosure) and trustee fees, payable to counsel and the trustee in connection with the issuance of the bonds,
- 4) Deposits to reserve funds established in connection with the issuance of the bonds, if applicable,
- 5) Recording fees payable to the Adams County Recorder of Deeds to cover the cost of recording the Assessment Contract, and
- 6) Capital provider origination fee, payable to the applicable capital provider in connection with purchase of the bonds or the warehouse funds.

**Annual Fees.** The recurring annual fees consist of the annual trustee's fee and the annual servicer's fee. None of the recurring annual fees may be capitalized.

## The Term of an Assessment

The maturity of an Assessment may not exceed the useful life of the Energy Project. The expected useful life is determined based on industry standards and manufacturer's warranties. When installing multiple Energy Projects, the maximum maturity available is the maturity associated with the Energy Project with the longest expected useful life. The maturity of an Assessment will generally be in five-year increments, between five and 40 years. The Program reserves the right to approve a maturity shorter than the requested maturity. The maturity of the Assessment will be set forth in the Assessment Contract.

## Determining Ratio of Assessment Amount to Property Value for the Program

For the purpose of determining the value of a property for inclusion in the Program, the property will be valued at the greater of (1) the assessed value of the property as determined by the office of the Adams County Assessor or (2) the appraised value of the property, as determined by a licensed appraiser. If the proposed Energy Project qualifies for the Program utilizing the assessed value, the Program Administrator may waive the requirement to obtain an appraisal.

## **Mortgage Notification and Consent**

Under the Illinois PACE Act, the record owner shall obtain written consent from the holders of any existing mortgages encumbering or otherwise secured by the property, to enter into the Assessment Contract, together with the maximum principal amount to be financed and the maximum annual Assessment necessary to repay that amount. A verified copy of the written consent of the existing mortgage holder for the record owner to enter into the Assessment Contract and acknowledging that the existing mortgage will be subordinate to the financing or refinancing and Assessment Contract and that the City or, if applicable, its permitted assignee can foreclose the property if the Assessment is not paid has been provided to the City.

## **Marketing and Education**

Because of the limited PACE Area and the limited nature and scope of the energy project on the property within the PACE Area, it is determined that there is no need for marketing and participant education at this time. There has been sufficient showing that the capital provider and property owner understand the principles and processes associated with PACE financing. If at some future time the City expands the PACE Area to include its entire municipal boundaries, this may be revisited.

## **Quality Assurance and Antifraud**

Quality assurance protocols serve to prevent improper or low-quality installation or modification of Energy Projects and protect against fraud and abuse of the Program. The Program will institute quality assurance protocols administered by the Program Administrator. Despite the presence of these protocols and procedures, responsibility for the successful operation of an Energy Project is that of the record owner and its registered professionals. None of the City, the Program Administrator, any issuer of bonds, capital provider, underwriter or private placement agent, trustee, servicer or any of their respective directors, managers, officers, employees, advisors, agents shall have any liability for the selection, installation and modification and operation of any eligible Energy Project.

Because the City is establishing a PACE program for a limited PACE Area, the limited scope of the Energy Project does not require the procedures and processes, including Program Guidelines, that would be required for a City-wide program where multiple projects and multiple capital providers might be involved. Therefore, this Report is limited in scope to address the requirements of the Illinois PACE Statute and facilitate the Energy Project contemplated within the PACE Area.

**APPENDIX A**

**PACE AREA**

As amended, modified, merged, or consolidated from time to time:

Address	Legal Description	PIN
712 South 4 <sup>th</sup> Street	LOT 11 BLK 91 WOODS SURVEY S 124.5FT LOTS 1 2 3 & 5 & S 30 OF N 90 OF E 120 LOT 1 & S 120 LOT 4 & ALL LOTS 8 9 10 & 11 & VAC ALLEY & N 1/2 VAC WASH ST ADJ ON S	23-2-0957-000
736 South 4 <sup>th</sup> Street	LOT 8 PFIRMANS SUB LOTS 12 13 14 15 & 16 BLK 91 WOODS LOTS 1 THRU 8 & S 1/2 VAC ALLEY ON N & N 1/2 VAC WASH ST ADJ ON S & N & S ALLEY	23-2-0962-000





**APPENDIX B**

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:



(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

**CITY OF QUINCY, ILLINOIS  
PACE PROGRAM**

**ASSESSMENT CONTRACT**

**THIS ASSESSMENT CONTRACT** (this “Contract”), dated as of the Effective Date (as defined below), is by and between the City of Quincy, Illinois, a city duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Governmental Unit”) and person or persons as the titleholder or owner of the beneficial interest set forth on Exhibit A (the “Record Owner”) in the property described on Exhibit A (the “Property”).

**RECITALS**

**WHEREAS**, the Governmental Unit has conducted the proceedings required by Section 15 of the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq. (the “Act”) and established a property assessed clean energy program (the “PACE Program”) within the jurisdictional boundaries of the Governmental Unit (the “PACE Area”) to allow the financing or refinancing of certain “energy projects” (as defined in the Act), funded through the sale of bonds, subject to the Act or alternatively, through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”) and the Act, which bonds will be secured through the levy of certain special assessments pursuant to “assessment contracts” (as defined in the Act) on property (as defined in the Act) benefitted by such energy projects;

**WHEREAS**, the Act provides that a “record owner” (as defined in the Act) of property within the PACE Area may apply to the Governmental Unit or its “program administrator” (as defined in the Act) to facilitate access to capital to provide funding for an energy project and that the Governmental Unit may enter into an assessment contract with a record owner of property to

finance or refinance one or more energy projects on the property, which assessment contract provides for the repayment of the financed amount of the cost of an energy project through assessments on the property benefitted;

**WHEREAS**, the Property is located in the PACE Area established by the Governmental Unit as of the last date entered with the signatures of the parties below (the “Effective Date”);

**WHEREAS**, the Record Owner has requested the Governmental Unit enter into this Contract and the Governmental Unit has verified the information required by Section 25(c) of the Act as further described herein;

**WHEREAS**, the Governmental Unit has appointed CastleGreen Services, LLC, as a program administrator (together with any successors thereto, the “Program Administrator”) for the PACE Program as it pertains to this Contract;

**WHEREAS**, the Record Owner has completed an application (the “PACE Project Application”) for financing under the PACE Program (“PACE Funding”) for the energy project, including the acquisition, construction, installation, and modification thereof, described in Exhibit A (the “Project”) and has satisfied the PACE Program requirements, including without limitation, obtaining a written consent from any and all holders of mortgages recorded against the Property, and the Program Administrator has issued an approval of the Record Owner’s PACE Project Application, all in accordance with the Program Guidebook administered by the Program Administrator with respect to the PACE Program and in effect on the Effective Date (the “Program Guidebook”);

**WHEREAS**, the Program Administrator and the Record Owner may request that the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), finance or refinance the Project through the sale of bonds pursuant to subsection (d) of Section 825-65 of the Authority Act, and if applicable, that a Warehouse Fund (as defined in the Act) provide interim financing prior to the issuance of bonds by the Authority; and

**WHEREAS**, pursuant to the Act, the Governmental Unit and the Record Owner desire to enter into this Contract, pursuant to which the Record Owner will agree to pay the assessment in order to finance or refinance the Project and the Governmental Unit may agree to assign this Contract in furtherance of providing financing for the Project.

**NOW, THEREFORE**, in consideration of the foregoing and the material covenants hereinafter contained, the Record Owner and the Governmental Unit formally covenant, agree and bind themselves and their successors and assigns as follows:

## **AGREEMENT**

**Section 1. Purpose.** The Record Owner and the Governmental Unit are entering into this Contract for the purpose of financing or refinancing the Project.

**Section 2. The Property.** This Contract relates to the Property. The Record Owner has provided to the Governmental Unit sufficient evidence that the Record Owner is the titleholder or owner of the beneficial interest in the Property and possesses all legal authority necessary to execute this Contract.

**Section 3. Assessment; Bonds; Installment; Prepayment; Collection.**

(a) *The Assessment.* The Record Owner hereby freely and willingly agrees that a special assessment (the "Assessment") in the amount specified in Schedule I (the "Assessment Amount") shall be levied by the Governmental Unit on the Property pursuant to the Act. The Assessment Amount includes an amount to pay all or a portion of the costs of (i) the Project, (ii) the Program Fees (including costs of issuance of Bonds), Capital Provider Fees and Other Fees if so specified in Schedule I, (iii) capitalized interest on Bonds or, if applicable, the Warehouse Fund, if so specified in Schedule I, and (iv) funding any required debt service reserve or other reserve, if so specified in Schedule I (collectively, the "Financing Purposes"). The Record Owner acknowledges and agrees that the Assessment Amount does not exceed the special benefit conferred on the Property by the Financing Purposes thereon.

(b) *Bonds.* The Governmental Unit hereby determines that bonds, which may be serial bonds, term bonds or both, shall be issued (i) by the Governmental Unit pursuant to the Act or (ii) upon assignment of this Contract to the Authority, by the Authority pursuant to the Authority Act, all in accordance with the Act (the "Bonds") and shall be secured by the Assessment to pay the cost of the Financing Purposes, and that, if applicable, interim financing prior to the issuance of Bonds may be provided through a Warehouse Fund by assignment of this Contract thereto.

(c) *Interest; Assessment Installments.* Interest on the Assessment Amount shall begin to run from the date the Bonds are issued or, if applicable, interim financing from the Warehouse Fund is issued, and shall be computed at the rate specified in Schedule I. The payment of the Assessment shall be in annual installments of the Assessment Amount and the interest thereon (the "Assessment Installments") as set forth in Schedule I.

(d) *Collection.* The annual Assessment Installment, plus the Assessment Administrative Fee (the "Annual Assessment Amount") coming due in any year shall be payable in the same manner and at the same time and in the same installments as the general taxes on the Property are payable or as otherwise provided in Schedule I attached hereto, and have the same priority, become delinquent at the same time and in the same proportionate amounts as the general taxes on the Property, and bear the penalties and interest after delinquency as set forth in the Act. The Annual Assessment Amount may be included in the regular property tax bills of the county in which the Property is located or the Governmental Unit, the Program Administrator or another third party may bill and collect the Annual Assessment Amount. Property Owner represents that all mortgagees to the Property have, in advance of the Effective Date, been provided notice of the imposition of the Assessment and have consented to the Assessment and Annual Assessment Amount in the amounts described on Schedule I.

(e) *Assessment Administrative Fees.* In addition to the Assessment Installments, the Governmental Unit or any Assignee (as defined below) may (or may direct the Program Administrator or another third party on behalf of the Governmental Unit or any such Assignee, as the case may be, to), in accordance with the Act, add thereto amounts in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto (the "Assessment Administrative Fee"). Schedule I shows the estimated scheduled Assessment Administrative Fees, however such estimated Assessment Administrative Fees might increase if the costs of collecting the Assessment or administering the Program increase. The Record Owner agrees to pay actual scheduled Assessment Administrative Fees, which may be higher than such estimates, as well as any other Assessment Administrative Fees.

(f) *Prepayment of the Assessment.* The Assessment Amount may be prepaid, in whole or in any amount at least equal to the minimum set forth in Schedule I, at any time upon the payment of (i) the amount of any delinquent Annual Assessment Amounts, together with any interest and penalties accrued to the date of prepayment, plus (ii) the whole or, subject to the minimum amount set forth in Schedule I, a portion of the unpaid non-delinquent Assessment Amount (the "Assessment Prepayment Amount"), plus (iii) interest on the Assessment Prepayment Amount to the redemption date occurring at least [30] days following the date the prepayment is made, plus (iv) an amount equal to the redemption premium, if any, set forth on Schedule I, plus (v) a reasonable fee, if charged by the Governmental Unit or any Assignee or the Program Administrator or another third party on its behalf, for the cost of administering the prepayment, if applicable, and the redemption of Bonds, plus (vi) any other due and outstanding or accrued Assessment Administrative Fees.

(g) *No Reduction or Offset.* The Record Owner hereby acknowledges and agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the Project fails to perform in any way or for any reason.

(h) *No Acceleration; Survival.* Amounts due under the Assessment will not accelerate upon a default or late payment or enforcement of remedies under this Contract and the Assessment, the lien thereof and the obligation to pay Assessment Obligations when they become due shall survive any such event and continue until paid in full.

#### **Section 4. Record Owner's Representations and Warranties**

The Record Owner represents and warrants to the Governmental Unit and each Assignee, which representations and warranties shall be true and correct as of the Effective Date and at all times thereafter as follows:

(a) *Organization and Authority.* The Record Owner, if a legal entity, is duly organized, validly existing and in good standing in the state of its organization and with authority to do business under the laws of the State of Illinois. The Record Owner has all necessary power and authority to own the Property and to conduct its business and enter into the transactions

contemplated hereby. The Record Owner has the right to enter into and perform this Contract, and the execution, delivery and performance of this Contract and each and every document specified in the List of Documents contained in Exhibit A executed in connection herewith (collectively, the "Transaction Documents") have been duly authorized, executed and delivered and constitute valid and binding obligations of the Record Owner, each enforceable in accordance with its terms, and will not violate any applicable law or result in the creation of a lien against the Property except as contemplated by this Contract.

(b) *Financial Statements.* All financial statements delivered to the Governmental Unit or the Program Administrator are true and correct, have been prepared in accordance with United States generally accepted accounting principles consistently applied, fairly represent the financial condition of the Record Owner as of the date thereof, and no material adverse change has occurred in the financial condition presented therein since such date.

(c) *No Litigation.* There are no actions, suits or proceedings pending or, to the knowledge of the Record Owner, threatened, against or affecting it or the Property which could materially adversely affect the Record Owner, its financial condition, the Property or the construction of the Project or the Record Owner's ability to satisfy its obligations under this Contract and any of the Transaction Documents, if applicable except as noted in Schedule II attached herein.

(d) *Title.* The Record Owner has good and insurable title to the Property. Except as set forth on Exhibit B ("Permitted Liens"), there are no involuntary liens on the Property, including, but not limited to, construction or mechanics liens, *lis pendens* or judgments against the Record Owner, environmental proceedings, or eminent domain proceedings.

(e) *Property-Based Debt; Taxes.* The Record Owner is not in default, and has received no notices of default, under any property-based debt that has not been otherwise cured. The Record Owner is current on all mortgage debt on the Property, has not had an Insolvency Event in the last two (2) years from the Effective Date, and the Property is not the subject of any Insolvency Event. There are no delinquent taxes, special assessments, or water or sewer charges on the Property. There are no delinquent assessments on the Property in a property assessed clean energy program (including the Program).

(f) *Compliance With Laws.* The Record Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project. All permits, consents, approvals and authorizations required to be issued by any governmental body (collectively, the "Permits") necessary for (a) the construction of the Project in accordance with the plans and specifications (together, the "Plans") submitted by the Record Owner; (b) the construction, connection and operation of all utilities necessary to service the Project; and (c) the construction and use of all roadways, driveways, curb cuts and other vehicular or other access to and egress from the Project, as shown on the Plans either (i) have been obtained, are valid, are in full force and effect and have been complied with by the Record Owner in all respects; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction of the Project, and Record Owner will be in compliance therewith in all respects prior to any "permitted assignee" (as defined in

the Act), including any bond trustee or “capital provider” (as defined in the Act) to which this Contract has been assigned (the “Assignee”) disbursing any Bond proceeds or interim financing provided by a Warehouse Fund, if applicable. Construction of the Project in accordance with the Plans will comply with applicable zoning, use, building or other applicable codes, laws, regulations, ordinances and Permits and any restrictive covenants affecting the Property.

(g) *Approval of Plans and Budgets.* Any Plans submitted will be a true and accurate reflection of the Project (when completed) and have been approved as required by all governmental bodies or agencies having jurisdiction over the Project or will be approved prior to the first disbursement request. The budget for construction of the Project (the “Budget”) is an accurate current budget of all costs necessary to construct the Project in accordance with the Plans and is attached to the construction contract(s) to which the Record Owner is a party and described on Exhibit A pertaining to the construction and installation of the Project (the “Construction Contract”). The cost of construction of the Project is not expected to exceed the cost therefor set forth in the Budget. The Record Owner is responsible for any costs in excess of the Budget.

(h) *Contractors.* All work requiring a license under any applicable law to acquire, construct, install, or modify the Project has been and will be performed by licensed contractors that have agreed to adhere to the Governmental Unit’s or the Program Administrator’s terms and conditions. All such contractors have signed a written acknowledgment that the Governmental Unit or its Program Administrator will not authorize final payment to such contractor until the Governmental Unit or the Program Administrator has received written confirmation from the Record Owner that the Project was properly acquired, constructed, installed or modified and is operating as intended.

(i) *Mortgage Holder Consent.* The Record Owner represents and warrants that the Record Owner has (i) disclosed to the Governmental Unit or the Program Administrator, the identities of all persons, if any, that hold mortgage liens against the Property (whether recorded or unrecorded) that may be affected by the Assessment; (ii) has obtained and delivered to the Governmental Unit or the Program Administrator the written consent of all such persons to the Assessment, which consent complies with the requirements of the Act; and (iii) to the Record Owner’s knowledge, no such consent has been withdrawn or revoked.

(j) *Insurance.* The Record Owner has provided to the Governmental Unit or the Program Administrator satisfactory evidence of current insurance policies on the Property. Such policies shall meet the specifications set forth in accordance with the Program Guidebook but, notwithstanding such specifications, to the extent Bonds are issued under the Authority Act, the Authority and any Bond Trustee, and, to the extent any interim financing is provided, any Warehouse Fund shall be named as an additional insured (mortgagee/loss payee) on all insurance policies required hereunder.

(k) *PACE Project Application.* All representations, warranties, statements, exhibits, instruments and other documents contained in or included as a part of the PACE Project Application are true, correct and complete as of the Effective Date. The Project constitutes an “energy project” and the Property constitutes “property” as each term is defined in the Act.

(l) *No Impairment.* No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, Plans, Budget, Construction Contract or Project has taken place on the part of the Record Owner or any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans, Budget, Construction Contract or Project, that would impair in any way the rights of the Governmental Unit, any Assignee or any Warehouse Fund in the Property, Plans, Budget, Construction Contract or Project or that violated applicable law.

(m) *Environmental Matters.* Except as shown on Schedule III attached hereto (the "Environmental Schedule"), there are no underground storage tanks located on the Property; there is no past or present non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property (which has not been fully remediated in accordance with environmental laws); there is no environmental remediation required (or anticipated to be required) with respect to the Property; and Record Owner does not know of, and has not received, any written or oral notice or other communication from any person (including but not limited to a governmental entity) relating to hazardous substances or remediation thereof, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing.

(n) *Property Value.* The aggregate amount to be financed or refinanced hereunder and any other assessment contract related to the Property does not exceed 25% in relation to the greater of (i) the value of the Property as determined by the office of the applicable county assessor; or (ii) the value of the Property as determined by an appraisal conducted by a licensed appraiser.

#### **Section 5. Record Owner Covenants**

The Record Owner hereby covenants and agrees as follows:

(a) *Maintenance of Property.* The Record Owner shall, at all times, maintain the Property and, after construction, the Project. The Record Owner shall pay when due all taxes, assessments (including the Assessment), water charges, sewer charges and all other charges levied on or against the Property, and upon written request, submit to the Governmental Unit or any Assignee or any third party acting on their behalf official receipts evidencing such payments.

(b) *Construction Start and Completion.* The Record Owner shall commence construction of the Project and shall diligently proceed with construction of the Project in accordance with the approved Plans and Budget and in a good, substantial and workmanlike manner in accordance with the Construction Contract and all applicable laws, ordinances, codes,

rules and regulations. [Construction of the Project shall be completed on or prior to the Outside Completion Date as defined in Exhibit A]\*.

(c) *Protection Against Liens.* Except for any Permitted Liens, the Record Owner shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with construction of the Project, and take all other steps necessary to prevent the assertion of claims or liens either against the Property or the Project, other than (i) the claims and lien provided herein, (ii) liens, if any, for taxes imposed by any governmental authority not yet due or delinquent, and (iii) such other title and survey exceptions as the Governmental Unit (or its Assignee, as applicable) or any Assignee or any third party acting on their behalf has approved or may approve in writing in its sole discretion.

(d) *Periodic Reports/Certifications.* Upon request by the Governmental Unit or any Assignee or any third party acting on their behalf during the period construction of the Project begins on the Property until the Project has been accepted as completed pursuant to the terms of the Construction Contract, the Record Owner shall provide to the Governmental Unit or any Assignee or any third party acting on their behalf a written statement, certified as true, correct and complete, setting forth the status of the Project, including an updated schedule for completion of construction of the Project. Such certification shall be in such form and with such detail as the Governmental Unit or any Assignee or any third party acting on their behalf shall specify and may be included in completion certificate(s) as set forth in the Program Guidebook.

(e) *Notice of Claims; Adverse Matters.* The Record Owner shall promptly notify the Governmental Unit or any Assignee or any third party acting on their behalf in writing of any potential Insolvency Event and all pending or threatened litigation or other matters that may materially and adversely affect the Property or Record Owner's ability to meet its obligations under the Transaction Documents or otherwise with respect to the Financing Purposes. "Insolvency Event" shall mean the Record Owner has (i) consented to the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, marshalling of assets and liabilities or similar proceeding relating to the Record Owner or relating to all or substantially all of such Record Owner's property, (ii) failed to pay its debts as they become due and such failure has not been cured within thirty (30) days of the event; (iii) admitted in writing its inability to pay its debts as they become due, (iv) filed a petition to take advantage of any applicable insolvency or reorganization statute, (v) made an assignment for the benefit of its creditors, (vi) filed against it a petition for involuntary bankruptcy or some other involuntary insolvency proceeding which is not dismissed within thirty (30) days, or (vii) voluntarily suspended payment of its obligations.

(f) *Waiver and Release of Claims Against Governmental Unit, the Program Administrator, the Authority and Related Parties.* For and in consideration of the Governmental Unit's execution and delivery of this Contract and the Authority and, if applicable, the Warehouse Fund providing capital to finance the Project, Record Owner (for itself and for any

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\* **Drafting Note:** The bracketed language can be removed for refinancings of completed Projects, or to the extent an Outside Completion Date is not required by a capital provider.



successor-in-interest to the Property and for anyone claiming by, through or under Record Owner, including without limitation, heirs, personal representatives, mortgagees and transferees), hereby waive the right to recover from the Governmental Unit, the Authority, the Warehouse Fund, any other Assignee, the Program Administrator and another third party acting on behalf of the Governmental Unit, the Authority, the Warehouse Fund and any other Assignee, any owner of the Bonds, any bond trustee, any placement agent and any and all members, officers, officials, agents, employees, attorneys and representatives of any of them, as well as their successors and assigns (collectively, the "Financing Parties"), and fully and irrevocably release the Financing Parties from, any and all claims, obligations, liabilities, causes of action, set-offs or damages (including attorneys' fees and court costs), that Record Owner may now have or hereafter acquire against any of the Financing Parties and accruing from or related to (i) this Contract, (ii) the disbursement of Bond proceeds or interim financing provided by a Warehouse Fund, if applicable, (iii) the levy and collection of the Assessment, (iv) the imposition of the lien of the Assessment, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings, energy production, water conservation or other performance outcomes resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including, without limitation, any Construction Contract, and (xiii) any other matter with respect to the PACE Program (collectively, the "Liabilities").

This release includes claims, obligations, liabilities, causes of action and damages of which the Record Owner is not presently aware or which the Record Owner does not suspect to exist which, if known by the Record Owner, would materially affect Record Owner's release of the Financing Parties. Notwithstanding the foregoing, Record Owner's releases under this Section shall not extend to Liabilities arising from any Financing Parties willful misconduct. The Record Owner acknowledges that the Financing Parties established the PACE Program solely for the purpose of facilitating financing of energy projects arranged by owners of commercial property located in the PACE Area. The Financing Parties are not responsible for the selection, management and/or supervision of the Project, the Project's performance, the Construction Contracts or any assumed performance guaranty. Any issues related to performance of the Project should be discussed with chosen contractors, installers, manufacturers and/or distributors involved with the Project. The waivers and releases by Record Owner contained in this Section shall survive the disbursement of any Bond proceeds, interim financing provided by a Warehouse Fund, if applicable, or any portion thereof, the transfer or sale of the Property by Record Owner and the termination of this Contract.

Notwithstanding the foregoing or anything to the contrary contained in this Contract, the waiver and release provided for in this Section shall not bar the Record Owner, its successors-in-interest to the Property, from bringing an equitable action against the Governmental Unit for specific performance of its duties and obligations under this Contract, or to enjoin or prevent the violation of this Contract thereby, it being understood and agreed, however, that the Financing

Parties shall not be liable for money damages or costs of such equitable proceeding except insofar and to the extent such Liabilities arise from their willful misconduct.

(g) *Energy Assessment.*

(i) To the extent the Project consists of an energy efficiency improvement, renewable energy improvement or water use improvement (each as defined in the Act, and except for a water use improvement that is undertaken for water quality), the Record Owner must obtain an assessment and analysis of the energy and/or water conservation impacts for the Project, as applicable (an "Energy Assessment"). The Energy Assessment must assess the existing water and/or energy use of relevant systems, or code baseline usage in the case of new construction and include a modeling of expected monetary savings to be achieved by the Project. To implement this provision, the Record Owner shall obtain an Energy Assessment from a qualified provider approved by the Program Administrator. The cost of the Energy Assessment, as well as the cost of any other third-party review of the Energy Assessment, may be included in the Assessment Amount (defined in Schedule I).

(ii) Upon completion of the Project, the Record Owner shall submit a post-construction report to the Governmental Unit or the Program Administrator in a form provided by the Program Administrator. This report shall contain:

(1) A statement that Project has been completed in accordance with the Plans and the Transaction Documents, and that the systems are performing as expected; and

(2) Identification and discussion of any substitutions, compromises, or variances between the final Plans and Transaction Documents with the as-built conditions of the Project.

(h) *Property Transfers.* The Record Owner covenants that it will provide the Governmental Unit, any Assignee, the Program Administrator and the capital provider notice of any sale or transfer of interest to fee title in the Property after the Effective Date concurrently with such transfer or sale, and no later than three (3) business days thereafter.

**Section 6. Lien; Foreclosure.**

(a) *Lien.* The Assessment, in the amount of the Assessment Amount, the interest thereon, the Assessment Administrative Fees, any other amounts due and payable by the Record Owner under this Contract and the Act, and any interest and penalties allowable on any past-due amounts thereof and any indemnification and reimbursement obligations (collectively, the "Assessment Obligations"), shall constitute a lien against the Property until it is paid, which lien shall be coequal to and independent of the lien for general taxes.

(b) *Foreclosure.* The Record Owner acknowledges and agrees that if any portion of the Assessment Obligations is not paid when due, the Governmental Unit shall have all rights and remedies for such non-payment as it does with respect to delinquent property taxes and other

delinquent special assessments as set forth in Article 9 of the Illinois Municipal Code, including the lien, sale, and foreclosure remedies described in that Article (“Enforcement Remedy”). Any Assignee shall have and possess the delegable powers and rights at law or in equity as the Governmental Unit would have with respect to an Enforcement Remedy with regard to (i) the precedence and priority of liens evidenced by this Contract, (ii) the accrual of interest, and (iii) the fees and expenses of collection, and shall have the right to enforce such liens through an Enforcement Remedy. The Record Owner acknowledges that the Assignee may obligate itself, through a covenant with the owners of the Bonds, to exercise an Enforcement Remedy with respect to enforcement of delinquent Assessment Obligations under circumstances specified in such covenant.

**Section 7. Financing or Refinancing of the Project.** The parties hereby agree that the net proceeds of the Bonds or interim financing provided by a Warehouse Fund, if applicable, allocable to the Assessment shall be used to finance or refinance the Project.

**Section 8. Term; Contract Runs with the Land; Division.**

(a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

(c) The obligation to pay the Assessment Obligations is an obligation of the Property and no agreement or action of the Record Owner shall be competent to impair in any way the rights of the Governmental Unit or the Program Administrator or the rights of any Assignee, including, but not limited to, the right to pursue judicial foreclosure of the Assessment lien or the right to enforce the collection of the Assessment Obligations or any installment thereof against the Property.

(d) In the event the Property is divided while the Assessment remains unpaid, the unpaid installments of the Assessment Obligations shall be segregated and apportioned by the Governmental Unit or the Assignee or the Program Administrator or a third party acting on its behalf in accordance with a method selected by it in its good faith judgment.

**Section 9. Recordation of Documents.** The Governmental Unit or the Assignee or the Program Administrator or other third party acting on its behalf shall record or cause to be recorded in the office of the County Recorder this Contract and any other documents required by applicable law or any Assignee to be recorded.

**Section 10. Notice.** The Record Owner shall provide written notice to any subsequent purchaser of the Property, or a portion thereof, of the obligation to pay the Assessment.

**Section 11. Waivers, Acknowledgment and Contract.**

(a) Since the Assessment is voluntary and imposed, in accordance with the Act, pursuant to this Contract, the Record Owner hereby waives any requirements otherwise

applicable to special assessments under any other provision of Illinois law, for notice or public hearing.

(b) The Record Owner hereby waives its right to appeal or contest the Assessment or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of the proceedings of the Governmental Unit undertaken in connection with the PACE Program. The Record Owner hereby agrees that the Record Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Project. The Record Owner hereby acknowledges that the Record Owner and its successors in interest to fee title in the Property will be responsible for payment of the Assessment regardless of whether the Project is properly installed, operated, maintained or performs as expected.

(c) The Record Owner hereby agrees that the Governmental Unit is entering into this Contract solely for the purpose of assisting the Record Owner with the financing or refinancing of the Project, and that neither the Governmental Unit, any Assignee, the Program Administrator nor any third party acting on its behalf has any responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing, maintenance or performance of the Project. The Record Owner hereby certifies to the Governmental Unit that the Governmental Unit has complied with the provisions of Section 25 of the Act. The Record Owner hereby waives the right to recover from and fully and irrevocably releases the Financing Parties from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Record Owner may now have or hereafter acquire against the Financing Parties.

#### **Section 12. Indemnification.**

(a) The Record Owner agrees to indemnify, defend, protect, and hold harmless the Financing Parties from and against all losses, Liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all out-of-pocket litigation costs and attorney's fees) and any demands of any nature (collectively "Claims") related directly or indirectly to, or arising out of or in connection with (i) the Record Owner's participation in the PACE Program, (ii) the Assessment and the Assessment Obligations, (iii) the Project, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such Claims accrue before or after the Effective Date.

(b) The provisions of this Section shall survive the termination of this Contract and payment in full of the Assessment Obligations.

**Section 13. Right to Inspect Property.** The Record Owner hereby grants the Governmental Unit or any Assignee, the Program Administrator or any third party acting on its behalf, or any owner of the Bonds or any third party acting on its behalf, and their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Project. The Record Owner further hereby grants such persons the right to examine and copy any documentation relating to the Project.

**Section 14. PACE Project Application.** The Record Owner hereby represents and warrants to the Governmental Unit, each Assignee and the Program Administrator, that the information set forth in the PACE Project Application submitted to the Governmental Unit or the Program Administrator in connection with its request for PACE Funding is true and correct as of the Effective Date, and that the representations set forth in the PACE Project Application with respect to the Property and the Record Owner are true and correct as of the Effective Date as if made on the Effective Date.

**Section 15. Amendment.** This Contract may be modified or amended only by the written agreement of the Governmental Unit (or its Assignee, as applicable) and the Record Owner and the consent of the Assignee, if any.

**Section 16. Binding Effect; Assignment.** This Contract inures to the benefit of and is binding upon the Governmental Unit and the Record Owner and its respective successors and assigns. The Governmental Unit has the right to assign any or all of its rights and obligations under this Contract without the consent of the Record Owner. Each of the Authority (either directly or via an intermediate assignment), any bond trustee (either directly or via an intermediate assignment), the Warehouse Fund or any other Assignee shall be a "permitted assignee" (as defined in the Act) for any purpose hereunder.

**Section 17. Exhibits.** Exhibit A, Schedule I, Schedule II and Schedule III attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

**Section 18. Severability.** If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

**Section 19. Corrective Instruments.** The Governmental Unit (or its Assignee, as applicable) and the Record Owner, with the consent of the Assignee, if any, shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract; provided, however, the prior written consent of the Authority shall be obtained in connection with any such amendment or supplement if Bonds are issued through the Authority, pursuant to subsection (d) of Section 825-65 of the Authority Act; provided, further, however, if applicable, the prior written consent of the Warehouse Fund shall be obtained in connection with any such amendment or supplement if funding by the Warehouse Fund is outstanding.

**Section 20. Governing Law: Venue.** This Contract shall be construed in accordance with and governed by the laws of the State of Illinois applicable to contracts made and performed in the State of Illinois. This Contract shall be enforceable in the State of Illinois, and any action arising hereunder shall (unless waived by the Governmental Unit in writing) be filed and maintained in the Circuit Court of Adams County; provided, however, that if Bonds are issued through the Authority Act, such action shall be filed and maintained in the Circuit Court of Adams County; provided, however, that actions to foreclose delinquent installments of the

Assessment shall be filed and maintained in the Circuit Court of the County identified in Exhibit A.

**Section 21. Counterparts.** This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

**Section 22. Electronic Signatures.**

(a) The parties hereto acknowledge and agree that this Contract may be executed by one or more electronic means (“Electronic Signatures”). Each party hereto agrees that Electronic Signatures provided by such party shall constitute effective execution and delivery of this Contract by such party to all other parties to or relying on this Contract. Each party hereto agrees that Electronic Signatures shall constitute complete and satisfactory evidence of the intent of such party to be bound by those signatures and by the terms and conditions of this Contract as signed. Each party hereto agrees that Electronic Signatures shall be deemed to be original signatures for all purposes.

(b) Each party hereto agrees to accept Electronic Signatures provided by any and all other parties to this Contract as (i) full and sufficient intent by such parties to be bound hereunder, (ii) effective execution and delivery of this Contract, and (iii) constituting this Contract an original for all purposes, without the necessity for any manually signed copies to be provided, maintained or to exist for back up or for any other purpose.

(c) If Electronic Signatures are used to execute this Contract, each party hereto hereby accepts the terms of, and intends and does sign, this Contract by its Electronic Signature hereto.

**Section 23. Transaction Documents.**

(a) The Record Owner acknowledges and agrees that the entire agreement between Record Owner and the Governmental Unit includes the Transaction Documents.

(b) By executing this Contract, the Record Owner acknowledges and agrees that:

(i) The Record Owner has had sufficient time to review and has reviewed each of the Transaction Documents and has had the opportunity to ask any questions of the Governmental Unit, the Program Administrator, or the Assignee that Record Owner may have regarding such Transaction Documents;

(ii) The Record Owner acknowledges receipt of and has reviewed, understands and agrees to each and every additional requirement and term contained in the Program Guidebook; and

(iii) The Record Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Record Owner’s PACE Application and the Program Guidebook.

**Section 24.** Execution and Return of Contract. The Record Owner must execute and return this Contract to the Governmental Unit or the Program Administrator at the address set forth in the “Notice Information” section of Exhibit A so that it is received by the Governmental Unit or the Program Administrator not later than the expiration date set forth on Exhibit A. If the Record Owner fails to return this Contract so executed to the Governmental Unit or the Program Administrator by the expiration date, the Governmental Unit reserves the right to require the Record Owner to enter into a new Contract. The signature of each person signing as or on behalf of the Record Owner must be notarized by a duly licensed notary unless executed by Electronic Signatures.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

**Record Owner:**

**[INSERT FORMAL NAME OF RECORD OWNER]**

**By:**

\_\_\_\_\_

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

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

STATE OF \_\_\_\_\_)

)

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed and delivered the said instrument, pursuant to authority given by said \_\_\_\_\_, as \_\_\_\_\_ own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: (SEAL)



**IN WITNESS WHEREOF**, the Governmental Unit and the Record Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

**Governmental Unit:** Authorized Signatory

Micheal A. Troup  
Name (*Please Print*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Execution

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Micheal A. Troup, the Mayor of the Governmental Unit, a city duly organized and validly existing under the Constitution and the laws of the State of Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Mayor Micheal A. Troup, appeared before me this day in person and acknowledged that Micheal A. Troup signed and delivered the said instrument, pursuant to authority given by said municipal corporation, as his own free and voluntary act, and as the free and voluntary act of the municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal as of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: (SEAL)

**EXHIBIT A**

**RECORD OWNER, DESCRIPTION OF PROPERTY, DESCRIPTION OF PROJECT,  
TRANSACTION DOCUMENTS, OUTSIDE COMPLETION DATE, IDENTIFICATION  
OF CIRCUIT COURT, NOTICE INFORMATION AND EXPIRATION DATE**

**Record Owner:** [INSERT FORMAL NAME OF RECORD OWNER]

**Description of Property:**

[INSERT COMMON PROPERTY STREET ADDRESS]

PINS: [TO BE COMPLETED]

**County:** [INSERT COUNTY IN WHICH PROPERTY IS LOCATED]

**Description of Project:**

The Project consists of the following (check all that apply):

\_\_\_ Energy Efficiency Improvement

\_\_\_\_\_ Alternative Energy Improvement

\_\_\_ Water Use Improvement

\_\_\_\_\_ Renewable Energy Improvement

\_\_\_ Resiliency Improvement

**Transaction Documents:**

[To be Completed]

**Outside Completion Date:** [To be inserted]

**Identification of Circuit Court for Foreclosure Actions:**

**Expiration Date:** [\_\_\_]

**Notice Information:**

**If to PACE Program:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to

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If to Record Owner:

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With a copy to

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**Legal Description:**

[INSERT FORMAL PROPERTY LEGAL DESCRIPTION]

**EXHIBIT B**

**PERMITTED LIENS**

[TO BE COMPLETED CASE-BY-CASE]

**SCHEDULE I**

**TERMS OF ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT AMOUNTS,  
INCLUDING PRINCIPAL, INTEREST AND ESTIMATED ASSESSMENT  
ADMINISTRATIVE FEES**

**Terms of the Assessment**

**Interest Rate:** [ ]

**Term:** [ ]

**Prepayment:** The Assessment may be prepaid, in whole or in part, as described in Section 3(f) of this Contract and as set forth below:

(i) Such prepayment shall not reduce the amount of the Annual Assessment Installments as set forth in Schedule I attached hereto except for the last Annual Assessment Installments to the extent necessary to reflect the application of such prepayment to such last installments. Notwithstanding anything to the contrary contained in this Contract or any of the exhibits or schedules to this Contract, the payment of such excess funds as provided in the first sentence of this clause (i) shall not be subject to any of the requirements of Section 3(f) of this Contract, and it shall not be required that any such payment be made on any particular date, any such payment be subject to a minimum amount or the Minimum Prepayment Amount, or that there be any Redemption Premium paid in connection therewith, as a result thereof or as a condition thereto.

(ii) In the event the Record Owner makes a Prepayment of the Assessment and the Property constitutes more than one parcel (i.e., more than one PINs), the Program Administrator in consultation with the Governmental Unit shall have the right to apply the Assessment Prepayment Amount to one or more of such parcels as determined by the Program Administrator and the Governmental Unit in their sole and absolute discretion such that the Assessment Amount with respect to the parcel or parcels to which the Program Administrator in consultation with the Governmental Unit applies the Assessment Prepayment Amount shall be reduced by the portion of the Assessment Prepayment Amount applied to such parcel or parcels.

**Minimum Prepayment Amount:** \$[ ]

**Redemption Premium:**

<i>Prepayment Date</i>	<i>Prepayment Premium</i>
On or before the [ ] anniversary of the Closing Date:	[ ] of the outstanding Assessment Amount
After the [ ] annual anniversary, but on or before the [ ] annual anniversary, of the Closing Date:	[ ] of the outstanding Assessment Amount

**The Assessment**

**Annual Assessment Amount:** The “Annual Assessment Amount” is the Assessment Installment and Assessment Administrative Fees collectible under this Contract in a given calendar year, and as estimated pursuant to the Schedule of Annual Assessment Amounts below.

**Assessment Administrative Fees:** The “Assessment Administrative Fees” means, as set forth in Section 3(e) of this Contract, all amounts necessary in order to pay for the costs of collecting the Assessment (including any and all costs of enforcement, including foreclosure or other remedies for default on the Assessment), the administration of the Assessment, the administration of the Bonds or the Warehouse Fund, other administrative costs and any amounts the Record Owner may owe for indemnification as set forth in Section 12 hereto.

**Assessment Amount:** The initial amount of the Assessment (the “Assessment Amount”) that is the total of all costs, fees, and expenses eligible for financing, as set forth in the chart below and described as follows: the cost of the Project (“Project Cost”), including the cost of materials and labor necessary for installation, permit fees, inspection fees, and other eligible costs, fees and expenses related to the acquisition, construction, installation, or modification of the Project; program administrative fees (“Program Fees), including the costs and fees of the Program or other fees that may be charged to the Record Owner in connection with the application for PACE Funding, the execution of this Contract, the costs of issuance of Bonds by the Governmental Unit or the Authority and the provision of interim financing by the Warehouse Fund; other third-party fees, costs, and expenses (“Other Fees”) that may be incurred by or charged to the Record Owner in connection with the execution of this Contract, the issuance of Bonds and the provision of interim financing, including property specific legal reviews and recording fees; prepaid interest that is capitalized (“Capitalized Interest”); a debt service reserve, if required (“Debt Service Reserve”); and any fees charged by any capital provider purchasing the Bonds upon issuance and Warehouse Fund (“Capital Provider Fees).

Project Cost	\$[_____]
Program Fees	\$[_____]
Other Fees	\$[_____]
Capitalized Interest	\$[_____]
Debt Service Reserve (if required)	\$[_____]
Capital Provider Fees	\$[_____]
<b>Assessment Amount</b>	<b>\$[_____]</b>

[The Assessment shall be allocated among the PINs in the [years and] amounts as set forth below][in an amendment to this Schedule I which shall be executed when the Bonds are issued or interim financing is provided].<sup>2</sup> Record Owner consents and agrees to the allocation of the Assessment as set forth below and further agrees that Record Owner shall not have the right to subdivide any parcels of the Property, whether identified by PIN herein or otherwise, without

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<sup>2</sup> **Drafting Note:** This bracketed language, or a variation thereof, should be used for Properties comprised of more than one tax parcel or PIN, and should be deleted for Properties comprised of only one tax parcel.

first either (a) prepaying the Assessment in full in accordance with the terms of this Contract, or (b) obtaining the prior written consent of the owners of the Bonds or the Warehouse Fund, as the case may be, which consent may be withheld in their sole and absolute discretion.

**Assessment Installment:** Each “Assessment Installment” is the annual amount of the Assessment Amount and the interest thereon due under this Contract as further set forth in the Schedule of Annual Assessment Amounts below.

**Assessment Obligations:** The “Assessment Obligations” include the Assessment Amount, any Assessment Administrative Fees, all Assessment Installments, any interest and penalties allowable on due but unpaid Annual Assessment Amounts, and any other amounts due and payable by the Record Owner under this Contract.

**Schedule of Annual Assessment Amounts:** The anticipated schedule of Annual Assessment Amounts due under this Contract is set forth below.



[Pin: \_\_\_\_\_]  
 Percentage of Project Installed: [\_\_\_\_\_] %  
 Assessment Amount: \$[\_\_\_\_\_] <sup>3</sup>

Tax Year (commencing January 1)	Interest	Principal	Assessment Installment (Sum of Principal and Interest)	Estimated Assessment Administrative Fees*	Total Estimated Annual Assessment Amount

\*Subject to change as set forth in Section 3(e) of this Contract.

<sup>3</sup> *Drafting Note:* This table should be repeated for multi-PIN or tax parcel properties. It may be removed for single-Pin or tax parcel properties.

**SCHEDULE II**

**DISCLOSURES AND EXCEPTIONS**

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

**SCHEDULE III**

**ENVIRONMENTAL SCHEDULE**

[TO BE COMPLETED BY RECORD OWNER, IF ANY]

## EXHIBIT B

### PACE Area

Address	Legal Description	PIN
712 South 4 <sup>th</sup> Street	LOT 11 BLK 91 WOODS SURVEY S 124.5FT LOTS 1 2 3 & 5 & S 30 OF N 90 OF E 120 LOT 1 & S 120 LOT 4 & ALL LOTS 8 9 10 & 11 & VAC ALLEY & N 1/2 VAC WASH ST ADJ ON S	23-2-0957-000
736 South 4 <sup>th</sup> Street	LOT 8 PFIRMANS SUB LOTS 12 13 14 15 & 16 BLK 91 WOODS LOTS 1 THRU 8 & S 1/2 VAC ALLEY ON N & N 1/2 VAC WASH ST ADJ ON S & N & S ALLEY	23-2-0962-000

**AN ORDINANCE ESTABLISHING A PACE AREA AND  
ESTABLISHING A PACE PROGRAM TO FINANCE OR  
REFINANCE THE ACQUISITION, CONSTRUCTION,  
INSTALLATION, OR MODIFICATION OF ENERGY  
PROJECTS; AND OTHER MATTERS RELATED  
THERE TO**

**WHEREAS**, the City of Quincy, a city duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “City”) is a home rule unit of local government of the State of Illinois authorized pursuant to the Property Assessed Clean Energy Act, 50 ILCS 50/1 et seq., as amended (the “PACE Act”) to establish a property assessed clean energy program (the “PACE Program”), create a PACE area (as defined in the PACE Act) and finance or refinance energy projects (as defined in the PACE Act); and

**WHEREAS**, the PACE Act states that a program such as the PACE Program may be administered by a program administrator (as defined in the PACE Act);

**WHEREAS**, the City desires to designate tCastleGreen Services, LLC as program administrator for the PACE Program; and

**WHEREAS**, CastleGreen Services, LLC has prepared the report attached hereto as Exhibit A (the “Program Report”) setting forth certain terms of the proposed PACE Program in conformity with the PACE Act; and

**WHEREAS**, the City now desires to establish the PACE area as as described in Exhibit B and to establish the PACE Program as further described herein and in the Program Report and to finance or refinance energy projects; and

**WHEREAS**, the Illinois Finance Authority, a body politic and corporate duly organized and validly existing under and by virtue of the laws of the State of Illinois (the “Authority”), is authorized to issue PACE bonds (as defined in the PACE Act) to finance or refinance energy projects in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Illinois Finance Authority Act, 20 ILCS 3501/801-1 et seq. (the “Authority Act”); and

**NOW, T HEREFOR E, B E I T O R D A I N E D B Y T H E C I T Y O F Q U I N C Y, I L L I N O I S, A S F O L L O W S:**

**Section 1. Incorporation of the Recitals.** The City hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and are hereby incorporated by reference thereto and are made a part hereof.

**Section 2. Designation of t he P rogram A dministrator.** The City hereby designates CastleGreen Services, LLC as the program administrator (the “Program Administrator”) for the PACE Program.

**Section 3. Report of the Program Administrator; Creation of PACE Area.** The City hereby finds as follows:

a. The financing or refinancing of energy projects is a valid public purpose and serves an essential governmental function;

b. The City intends to facilitate access to capital from the Program Administrator approved by the City or as otherwise permitted by the PACE Act, to provide funds for energy projects which will be repaid by assessments on the property (as defined in the PACE Act) benefitted with the agreement of the record owners (as defined in the PACE Act) of such property;

c. A description of the territory within the PACE area, the types of energy projects that may be financed or refinanced, and the description of the proposed arrangements for financing the PACE Program through the issuance of PACE bonds under or in accordance with Section 35 of the PACE Act, which PACE bonds may be purchased by one or more capital providers (as defined in the PACE Act); are all set forth in the Program Report which is attached hereto as Exhibit A. The Program Report is hereby incorporated by reference thereto and made a part hereof. The City hereby approves the Program Report and hereby establishes the PACE area as further described in the Program Report. The Program Report shall be made available for public inspection in the office of the City clerk.

**Section 4. No Public Hearing; Program Established.** The City hereby finds that no public hearing shall be required in connection with the adoption or amendment of the PACE Program and hereby establishes the PACE Program in accordance with the Program Report.

**Section 5. Assessment Contract.** The form of “assessment contract” (as defined in the PACE Act) attached as Appendix A to the Program Report is hereby approved by the City. The Mayor of the City of Quincy and [INSERT SECONDARY SIGNATORY] (each, an “Authorized Officer”) is hereby authorized to negotiate, execute, and deliver one or more assessment contracts with record owners meeting the requirements set forth in the Program Report (each, an “Assessment Contract”) in substantially the form of Appendix A to the Program Report, with such changes, deletions, and insertions as shall be approved by the Authorized Officer and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of such Assessment Contract, and upon execution to record such Assessment Contract with the Recorder of Deeds of Adams County. The execution of such agreements and instruments shall be conclusive evidence of such approval. Prior to execution of any Assessment Contract, the Authorized Officer shall make the determination set forth in clause (i) below and shall have received evidence of items (ii) through (xi) below, to be documented in a written notification to be filed with the office of the City Clerk:

i. that the property to be assessed is entirely within the PACE area of the City;

ii. that there are no delinquent taxes, special assessments or water or sewer charges on the property to be assessed;

iii. that there are no delinquent assessments on the property under a property assessed clean energy program;

iv. whether there are any involuntary liens on the property, including, but not limited to, construction or mechanics liens, lis pendens or judgments against the record owner, environmental proceedings, or eminent domain proceedings;

v. that no notices of default or other evidence of property-based debt delinquency have been recorded and not cured;

vi. that the record owner is current on all mortgage debt on the property, the record owner has not filed for bankruptcy in the last 2 years, and the property is not an asset in a current bankruptcy proceeding;

vii. that all work requiring a license under any applicable law to acquire, construct, install, or modify an energy project shall be performed by a licensed contractor that has agreed to adhere to a set of terms and conditions through a process established by the City or the Program Administrator and described in the Program Report;

viii. the contractor or contractors to be used have signed a written acknowledgement that the City or the Program Administrator will not authorize final payment to the contractor or contractors until the City has received written confirmation from the record owner that the energy project was properly acquired, constructed, installed or modified and is operating as intended; provided, however, that the contractor or contractors retain all legal rights and remedies in the event there is a disagreement with the record owner;

ix. that the aggregate amount financed or refinanced under one or more assessment contracts does not exceed 25% in relation to the greater of any of the following:

(A) the value of the property as determined by the office of the county assessor; or

(B) the value of the property as determined by an appraisal conducted by a licensed appraiser;

x. that an evaluation of the existing water or energy use and a modeling of expected monetary savings have been conducted for any proposed energy efficiency improvement (as defined in the PACE Act), renewable energy improvement (as defined in the PACE Act), or water use improvement (as defined in the PACE Act), unless the water use improvement is undertaken to improve

water quality in accordance with the procedures set forth in the Program Report; and

xi. before entering into the Assessment Contract with the City, the record owner shall have provided to the mortgage holders of any existing mortgages encumbering or otherwise securing the property a notice of the record owner's intent to enter into the Assessment Contract with the City, together with the maximum principal amount to be financed or refinanced and the maximum assessment necessary to repay that amount, along with an additional request that the mortgage holders of any existing mortgages consent to the record owner subjecting the property to the PACE Program. Prior to the execution of any Assessment Contract, the City shall have been provided with a copy or other proof of those notices and the written consent of the mortgage holder for the record owner to enter into the Assessment Contract which acknowledges that (a) the existing mortgage or mortgages for which consent was received will be subordinate to the Assessment Contract and the lien created thereby and that the City or, if applicable, its permitted assignee (as defined in the PACE Act) can foreclose the property if the assessments are not paid.

**Section 6. Additional Actions.** The Authorized Officer is hereby authorized:

i. to approve the form of Program Handbook of the Program Administrator (as defined in the Program Report) setting forth certain additional requirements, procedures, and descriptions relating to the PACE Program and to negotiate, execute, and deliver such other supporting documents as may be necessary or appropriate to implement the PACE Program;

ii. in connection with the issuance of PACE bonds by the Authority to finance or refinance energy projects in accordance with the PACE Act and pursuant to subsection (d) of Section 825-65 of the Authority Act, to negotiate, execute, and deliver one or more agreements assigning to the Authority an Assessment Contract securing such PACE bonds; and

iii. to approve changes, updates, amendments, modifications or supplements to the Program Report to the extent such changes, updates, amendments, modifications or supplements comply with the parameters and requirements set forth in the PACE Act.

**Section 7. Enactment.** The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its adoption. No provision of the Municipal Code of the City of Quincy or violation of any provision of the Municipal Code of the City of Quincy shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the security for or



payment of the instruments authorized by this Ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code of the City of Quincy.

A copy of this Ordinance shall be published in pamphlet form, filed in the office of the City Clerk and made available for public inspection.

This Ordinance shall become effective upon its passage and approval.

ADOPTED:

City Clerk

APPROVED:

Mayor

Officially published in pamphlet form this        day of        , 2022

**EXHIBIT A**

Report of Program Administrator

## EXHIBIT B

### PACE Area

Address	Legal Description	PIN
712 South 4 <sup>th</sup> Street	LOT 11 BLK 91 WOODS SURVEY S 124.5FT LOTS 1 2 3 & 5 & S 30 OF N 90 OF E 120 LOT 1 & S 120 LOT 4 & ALL LOTS 8 9 10 & 11 & VAC ALLEY & N 1/2 VAC WASH ST ADJ ON S	23-2-0957-000
736 South 4 <sup>th</sup> Street	LOT 8 PFIRMANS SUB LOTS 12 13 14 15 & 16 BLK 91 WOODS LOTS 1 THRU 8 & S 1/2 VAC ALLEY ON N & N 1/2 VAC WASH ST ADJ ON S & N & S ALLEY	23-2-0962-000

# THE CITY COUNCIL

## OFFICIAL PROCEEDINGS

### REGULAR MEETING

Quincy, Illinois, March 28, 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, Bergman, Bauer, Mays, Freiburg, Farha, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 13.

Absent: Ald. Entrup. 1.

Ald. Bergman moved that Alderman Entrup be excused from this meeting. Motion carried.

The minutes of the regular meeting of the City Council held March 21, 2022, were approved as printed on a motion of Ald. Bergman. Motion carried.

Legal Counsel: Corporation Counsel, Lonnie Dunn.

### PUBLIC FORUM

Jerry Neal spoke concerning the ordinance up for first reading regarding entering into a Property Assessed Clean Energy (PACE) assessment contract with Sunset Home.

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

### PETITIONS

An application for a Revocable Permit for Encroachment of City Right-of-Way from the Quincy Area Convention and Visitors Bureau requesting permission to display banners for various events across 5th & Maine Streets on various dates between May 9, 2022, and November 21, 2022. They request that the Department of Central Services assist in the installation and removal of these banners. The Director of Utilities and Engineering presents this request subject to the City not being responsible for any damage to the banners.

Ald. Uzelac moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

A Special Event Application from the Quincy Area Chamber of Commerce requesting permission to hold the Dogwood Parade on Saturday, May 7, 2022. The parade will begin at 9:30 a.m. at 24th and Maine Street and will disband on 6th Street between Hampshire and Jersey Streets. Parade line up will begin at 7:00 a.m. on Maine Street between 24th and 36th Streets. Parade rain delays are 11:30 a.m. and 1:30 p.m. They request the closure of Maine Street, 6th to 36th Streets and 6th Street, Hampshire to Jersey Streets at 7:00 a.m. through 12:00 (noon) and that the City provide barricades. They request "No Parking" signs along the parade route by 12:00 (noon) on Friday, May, 6th. Auxiliary Police Officers are requested at major intersections along Maine Street. They will be responsible for clean-up along the parade route after parade. EMS has been involved with the coordination of the event. The applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Sassen moved the prayer of the petition be granted and the proper authorities notified. Motion carried.

### REPORT OF THE PLAN COMMISSION

Recommending approval of a subdivision (dividing one lot into two) for property commonly known as 6128 Old Columbus Road under the small tracts provision of the subdivision ordinance, presently zoned RU1.

Ald. Freiburg moved the report be received and concurred in. Motion carried.

### RESOLUTION

WHEREAS, the Quincy Police Department was recently approved to purchase four 2022 Ford Explorer Police Interceptors, and

WHEREAS, these vehicles will replace three Quincy Police fleet front line squad cars and the patrol supervisor vehicle; and

WHEREAS, Ford Explorer Police Interceptors come stocked from the factory with no emergency equipment or prisoner transportation safety equipment installed; and

WHEREAS, the Quincy Police Department recently went out for bid to get equipment pricing and labor costs to equip these four vehicles; and

WHEREAS, Morrow Brothers of Greenfield, IL, was the only entity to submit a bid; and

WHEREAS, the price for the equipment and installation is as follows:

Front Line Squad Cars - Standard (3) \$12,470 each \$37,410

Front Line Squad Cars - Supervisor (1) \$10,580 \$10,580

\$47,990 total, and

WHEREAS, the Quincy Police Department's fleet manager and administrative services sergeant have reviewed the bid and have determined it is acceptable; and

WHEREAS, funding to pay for the equipment and installation was part of the Replacement of Four Front Line Patrol Squad Cars project included in the supplemental budget amendment passed by the Quincy City Council in January; now

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the Mayor and City Council that the Quincy Police Department be allowed to accept the sole bid from Marrow Brothers of Greenfield, IL, to pay for equipment and labor to outfit four Ford Explorer Police Interceptors with emergency equipment and prison transport safety equipment for a total cost of \$47,990.

Robert A. Copley

Chief of Police

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

### RESOLUTION

WHEREAS, over the last several years, the Quincy Police Department has experienced an increase in the number of calls for service that involve individuals with mental health issues or who are in crisis; and

WHEREAS, these incidents are often time-consuming, complex, and typically require the assistance of professional mental health providers; and

WHEREAS, law enforcement agencies are under intense scrutiny regarding how officers handle mental health related calls for service; and

WHEREAS, the Quincy Police Department desires to provide the best response and service it can to persons in mental health crisis; and

WHEREAS, Clarity Healthcare will provide follow-up mental health or substance abuse services to citizens referred to them by the Quincy Police Department, as well as respond to a mental health call for service or traumatic event to provide on scene support to police officers and family members involved in the incident; and

WHEREAS, Clarity Healthcare provides the Quincy Police Department with an annual supply of Naloxone (NARCAN), worth about \$3,000.00, as well as training in how to use the medication; and

WHEREAS, NARCAN is used by police officers when responding to a heroin overdose to reverse the effect of opioid intoxication, often saving the victim's life; now

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the Mayor and City Council that the Quincy Police Department be authorized to sign another one year memo of understanding with Clarity Healthcare, at an annual cost of \$10,200.00, to be paid at a monthly rate of \$850.00.

Robert A. Copley

Chief of Police

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

### RESOLUTION

WHEREAS, the police department is now operating from 530 Broadway; and

WHEREAS, the police department has considered various options to provide adequate custodial services to keep the new Quincy Police Department headquarters building clean, sanitized, and looking new; and

WHEREAS, the police department budgeted \$30,000 for custodial services for the new facility in the fiscal year 2021-2022 budget; and

WHEREAS, the decision was made to publish a request for private entities to submit proposals to provide custodial services through the City of Quincy's Purchasing Department with specific guidelines; and

WHEREAS, a single vendor, Thorough Commercial Cleaning, owned by Pearl Harris of Quincy, was the only vendor to submit a proposal; and

WHEREAS, Ms. Harris (DBA) Thorough Commercial Cleaning, submitted a two year contract proposal with her bid at a cost of \$27,000 per year; and

WHEREAS, Ms. Harris has passed a background check, has done an excellent job providing custodial service to QPD

over the last 12 months, and is in all ways qualified to receive the Custodial Services Contract; and

WHEREAS, Thorough Commercial Cleaning, entered into a Contract for janitorial services with the City of Quincy on July 2, 2021.

WHEREAS, Thorough Commercial Cleaning is no longer able to provide cleaning services for the Quincy Police Department headquarters and desires to terminate the Contract for janitorial services on April 7, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Mayor is hereby authorized to terminate the Contract for janitorial services with Thorough Commercial Cleaning, owned by Pearl Harris of Quincy.

Michael A. Troup, Mayor

Laura Oatman, City Clerk

ATTEST:

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

### RESOLUTION

WHEREAS, the Quincy Fire Department has operated at a level of 55 line firefighters for the Fiscal Year 2021/2022; and,

WHEREAS, this level of manning necessitated the need for an increased overtime budget to maintain the past level of public service that the Quincy Fire Department provides to the citizens of Quincy; and,

WHEREAS, the Quincy Fire Department has operated at a level of 57 line firefighters since 2014; and,

WHEREAS, past studies and experience has shown that a manning level of 57 line firefighters is cost effective and necessary to maintain a level of service with minimum interruptions to our service; and,

WHEREAS, the department is currently preparing its budget document for the Fiscal Year 2022/2023 and is requesting permission to budget for 57 line firefighters; and,

NOW THEREFORE BE IT RESOLVED, that the Fire Chief, the Fire Aldermanic Committee and the Director of Administrative Services recommend to the Mayor and the City Council that the Quincy Fire Department prepare its 2022/2023 Fiscal Year budget with 57 line firefighters and hire personnel as necessary.

Bernard Vahlkamp

Fire Chief

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

### RESOLUTION

WHEREAS, the Department of Utilities and Engineering recently requested bids for the Fox Run Culvert Replacement Project that includes the replacement of the culvert under Fox Run West and roadway resurfacing; and,

WHEREAS, the following bids were received:

Laverdiere Construction, Inc.	
Macomb, Illinois	\$455,198.10
Million Construction	
Quincy, Illinois	\$447,741.00
County Contractors	
Quincy, Illinois	\$389,655.50
D&L Excavating	
Liberty, Illinois	\$389,006.00
Engineer's Estimate	\$453,031.00

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

WHEREAS, funding for this project will be available in the 2022/2023 Capital Fund and Water Fund fiscal year budgets; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the Central Services Committee recommend to the Mayor and Quincy City Council that the low bid from D&L Excavating of Liberty, Illinois, in the amount of \$389,006.00 be accepted and the Mayor be authorized to sign necessary contract documents.

Jeffrey Conte, P.E.

Director of Utilities and Engineering

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

**RESOLUTION**

WHEREAS, on July 14, 2021, the Stone Arch Bridge on South 8th Street sustained damage to its stone facade and railing as the result of a motor vehicle accident; and,

WHEREAS, the City requested quotes for the repair of the bridge and the following quotes were received:

NMC General Contractors	
Camp Point, Illinois	\$18,300.00
Vonderhaar Masonry	
Quincy, Illinois	\$13,950.00

WHEREAS, the repair work has been completed in a satisfactory manner and an invoice received in the amount of \$13,950.00 for all costs associated with the repair work; and,

WHEREAS, funds for the repair work are available in the 2021/2022 Capital Fund fiscal year budget; and,

WHEREAS, the City of Quincy has been fully reimbursed for the cost of the repairs.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that normal bidding requirements be waived and the invoice in the amount of \$13,950.00 from Vonderhaar Masonry of Quincy be approved for payment.

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

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

**ORDINANCE**

Adoption of an Ordinance entitled: An Ordinance authorizing the City Quincy, Adams County, Illinois, to borrow funds from the Water Pollution Control Loan Program.

Ald. Bauer moved the adoption of the ordinance, seconded by Ald. Holtschlag, and on a roll call each of the 13 Aldermen voted yea, with 1 absent.

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

**ORDINANCE**

First presentation of an Ordinance entitled: An Ordinance Establishing A PACE Area And Establishing A PACE Program To Finance Or Refinance The Acquisition, Construction, Installation, Or Modification Of Energy Projects; And Other Matters Related Thereto. (Entering into a Property Assessed Clean Energy (PACE) assessment contract with Sunset Home.)

**REPORT OF FINANCE COMMITTEE**

Quincy, Illinois, March 28, 2022

	Transfers	Expenditures	Payroll
City Hall.....		159.42	
Building Maintenance.....		660.56	
Comptroller.....		652.47	
IT Department.....		15,737.10	
Police Department.....		16,521.77	
Fire Department.....		4,233.82	
Public Works.....		1,814.82	
Engineering.....		3,498.11	
Tax Distribution/Subsidies.....		78,228.29	
<b>GENERAL FUND SUBTOTAL .....</b>	<b>0.00</b>	<b>121,506.36</b>	<b>0.00</b>
Planning and Devel.....		75.65	
Housing Resource Fund.....		254.54	
911 Surcharge Fund.....		55.00	
Econ Dev Growth Fund.....		24,000.00	
Police Dept. Grants.....		8,201.67	
Crime Lab Fund.....		176.15	
Police Criminal Reg Fee.....		47.92	

Police DUI Fund .....		6,145.39	
Capital Projects Fund.....		66,165.61	
Special Capital Funds .....		1,096.34	
Water Fund .....		83,449.27	
Sewer Fund .....		85,288.00	
Quincy Regional Airport Fund .....		7,954.53	
Regional Training Facility .....		838.22	
Recycle Fund .....		250.21	
Central Garage .....		17,064.47	
Self Insurance .....		12,535.20	
Health Insurance Fund .....		211,177.15	
Econ Dev Revolv Loan Fund .....		4,204.50	
Sister City Commission Fund.....		272.95	
<b>BANK 01 TOTALS .....</b>	<b>0.00</b>	<b>650,759.13</b>	<b>0.00</b>
IHDA Grant Fund .....		9,275.65	
2019B GO Street Proj.....		110,333.98	
<b>ALL FUNDS TOTALS .....</b>	<b>0.00</b>	<b>770,368.76</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 13 Aldermen voted yea, with 1 absent. Motion carried.

**PRESENTATIONS**  
**FYE 2023 PROPOSED BUDGET SUMMARY**

Sheri Ray, City Comptroller, gave a power point presentation on the Proposed Budget, Goals, Fund Balance and Pension Funding.

**INFRASTRUCTURE**

Jeffrey Conte, Director of Utilities and Engineering, gave a power point presentation on Infrastructure Projects for the 2022-2023 Fiscal Year.

**MOTIONS**

Ald. Bergman moved to refer to the Traffic Commission the residential parking issues on Spring Street from 8th to 9th. Motion carried.

Ald. Bauer moved to refer to the Engineering Department to add another handicapped parking stall in the City Hall parking lot. Motion carried.

**Rules Suspended**

Ald. Rein moved the rules be suspended at this time to hear from Barb Chapin from Transitions of Western Illinois. Motion carried.

Barb Chapin from Transitions of Western Illinois stated that April is Child Abuse Prevention Month and there will be a kick-off on March 31st at 8:00 a.m. at Transitions.

Ald. Mast moved the rules be resumed. Motion carried.

The City Council adjourned at 8:03 p.m. on a motion of Ald. Holtschlag. Motion carried.

**LAURA OAKMAN**  
City Clerk



# Quincy Preservation Commission

Tuesday, April 5, 2022

5:30 p.m.

Quincy City Council Chambers

Quincy City Hall (1<sup>st</sup> Floor) – 730 Maine Street



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## AGENDA

- 1) Call the Meeting to Order
- 2) Approval of the minutes from the March 1, 2022 regular meeting
- 3) Ongoing Topics
  - a) Landmarks
  - b) Demolitions
  - c) Survey of Historic Districts
- 4) New Business
  - a) Landmark Pre-Application
    - i) 1550 Maine Street (Lorenzo Bull House)
  - b) Preservation Dinner
    - i) Menu
    - ii) Headcount
    - iii) Invitations
    - iv) Other
  - c) Downtown Design Standards
  - d) Establishment of a Preservation Fund
  - e) Other items of interest to the Commission
- 5) General Public Comment (limited to three minutes)
- 6) Adjournment

**\*\*Immediately Following Meeting\*\***

### Meeting – Subcommittee – Quincy Preservation Commission Bylaws/Operations

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



# CITY OF QUINCY

*Comptroller's Office*

Sheri L. Ray  
Comptroller

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

## FINANCE COMMITTEE MEETING

**MONDAY April 4, 2022**

**6:25 pm**

**City Hall Caucus Room**

### AGENDA:

- 1) Approval of Previous Meeting Minutes from March 28, 2022
- 2) Hotel Development Program
- 3) Q WRAP Resolution
- 4) Janitorial Supply Bid/Area Distributors
- 4) Other/New Business
- 5) Public Comment

### Distribution:

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



# CITY OF QUINCY

## *Comptroller's Office*

---

Sheri L. Ray  
Comptroller

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

Corporation Counsel, Lonnie Dunn  
Chuck Bevelheimer- Plan & Dev

**Finance Committee Minutes  
City Hall Caucus Room  
March 28, 2022**

Members present: Chairman Farha, Aldermen Rein, Holtschlag, Sassen, Reis  
Others present: Sheri Ray, Jeff Mays, Mayor Troup, Chuck Bevelheimer, Kyle Moore (GREDF) and Jerry Neal (Sunset Home Administrator).  
Media: WTAD and Quincy Herald-Whig.

The meeting was called to order at 6:32 p.m.

- 1) Alderman Sassen made a motion to approve the minutes from the meeting on February 22, second by Alderman Reis. All in favor, motion carried.
  
- 2) Chuck Bevelheimer presented information on Sunset Home. Sunset Home wants to construct an 88,000 square foot skilled nursing facility at Payson Ave and 4<sup>th</sup> Street. Sunset is asking the City to consider establishing a Property Assessment Clean Energy (PACE) Program for its property. Establishing PACE was discussed, the Legal description in the Ordinance will be tied to Sunset. Sunset Home selected Castle Green as the Pace Administrator to manage the program.  
Alderman Sassen made a motion to refer ordinance to Council with approval. Second by Alderman Holtschlag. All in favor. Motion carried.
  
- 3) No new business
  
- 4) No public comment

Meeting adjourned at 6:40 p.m.

  
\_\_\_\_\_  
Sheri Ray, Comptroller 

# CITY OF QUINCY

*DEPARTMENT OF PLANNING & DEVELOPMENT*

706 Maine Street | Third Floor | Quincy, IL 62301

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



## MEMORANDUM

TO: Mayor Troup and City Council  
FROM: Chuck Bevelheimer  
DATE: March 30, 2022  
SUBJECT: Hotel Development Program

The Administration proposes the creation of the Hotel Development Program (HDP) to encourage the construction of new hotels/motels along the City's Hospitality Corridor. Quincy needs more hotel/motel rooms, especially as the city and local organizations work to attract large conventions that would benefit local businesses, restaurants, and entertainment venues. Quincy currently has approximately 800 available hotel/motel rooms. The goal is to increase that number to 1,200 rooms as soon as possible.

The city wants to encourage investment in the Hospitality Corridor (Broadway-State, 4<sup>th</sup> to the Riverfront), which includes the Oakley Lindsay Center and the Quincy Area Convention & Visitors Bureau. The OLC is a tremendous asset for our community, given its versatility in handling events that draw people to Quincy, so the addition of another hotel/motel or two within walking distance would aid in the attraction of even larger events.

The city proposes the following incentives as part of the HDP:

1. Only New Construction qualifies for the HDP.
2. The proposed Hotel/Motel to be constructed must have at least 100 units to qualify
3. The new construction must occur within the City's Hospitality Corridor
  - a. Broadway to State/4<sup>th</sup> to the Riverfront
4. The money from the HDP must be spent on the acquisition of real estate
5. A minimum leveraging ratio of private to public funding is 5 to 1 (80%/20%)
6. The city's maximum funding allocation for the HDP project is \$500,000
7. A development agreement approved by City Council will be required to receive HDP funding which will have a recapture clause to address claw back of city funds in case of project default

The Administration recommends the Food and Beverage and Alcoholic Beverage tax as the source of funding for the HDP. The addition of several hundred new hotel/motel rooms in the Hospitality Corridor would increase the number of people spending the night in Quincy, which, in turn, would increase the number of people visiting our local shops, restaurants and entertainment venues. The Quincy Area Convention and Visitors Bureau estimate the average overnight stay in Quincy generates \$250 in local spending.

If you have any questions, please let me know.

**RESOLUTION AUTHORIZING HOTEL DEVELOPMENT PROGRAM**

WHEREAS, the average Quincy overnight visitors spends \$250 on hotel/motel rooms, food and other hospitality services; and

WHEREAS, the Oakley Lindsey Center, Quincy Area Convention and Visitors Bureaus (QACVB)and local organization promote events that draw visitors to Quincy; and

WHEREAS, the city of Quincy also financial supports local events through the BET on Q and QACVB Tourism Marketing Programs; and

WHEREAS, the more people who visit Quincy the more money is spent in hotels, restaurants, bars and local shops; and

WHEREAS, Quincy currently has a around 800 hotel/motel rooms available; and

WHEREAS, to accommodate larger conventions and events the city needs a hotel and motel capacity of at least 1200 rooms; and

WHEREAS, the creation of the Hotel Development Fund Program (HDP) would incentivize developers to build new hotel/motel room capacity in the City’s Hospitality Corridor.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

- 1) That the Quincy City Council authorize the Quincy Hotel Development Program
- 2) That the Hotel Development Program funds come from Economic Growth Fund 213
- 3) That each year the Quincy City Council will direct \$500,000 in food and beverage tax revenue to the Hotel Development Program.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

## **2021 TOURISM ECONOMIC IMPACT**

- Quincy annual tourism events attract 395,050 people per year.
- The Villa Katherine on average greets 6,000 visitors per year.
- In 2021 the city's 804 lodging rooms and Airbnb rentals generated \$1,031,079 in hotel taxes, an increase \$362,000 over 2020.
- 2020 visitor's data from the State of Illinois shows \$93million spent in Adams County.
- 892 jobs are tied to the tourism industry in Adams County.
- In 2020 visitor spending was only down 17% over pre pandemic 2019.

# QUINCY IL AREA EVENTS 2022 > SEEQUINCY.COM 800.978.4748



COLOR CODED BY AREA > BLUE : QUINCY | PINK : NAUVOO AREA | GREEN : PIKE COUNTY

JAN 21-22	QHS SHOOTOUT .....	BALDWIN GYMNASIUM
JAN 22-23	GREAT RIVER EAGLE DAYS .....	OAKLEY LINDSAY CENTER
FEB 5	HOOPS MIDWEST QUINCY CLASSIC .....	QUINCY UNIVERSITY
FEB 12	BLESSING HEART OF OUR COMMUNITY GALA .....	OAKLEY LINDSAY CENTER
FEB 19	NATIVE AMERICAN ARTIFACT SHOW .....	EAGLES CLUB
FEB 19	HAIRBALL 2022 .....	OAKLEY LINDSAY CENTER
FEB 25-27	MARK TWAIN TOY SHOW .....	T & C INN AND SUITES
MAR 11-13	SIGNS OF SPRING CRAFT SHOW .....	OAKLEY LINDSAY CENTER
MAR 26	BEAUX ARTS BALL .....	OAKLEY LINDSAY CENTER
APR 2	KILLER QUEEN CONCERT .....	OAKLEY LINDSAY CENTER
APR 10-17	AMERICAN CUESPORTS BILLIARDS TOURN .....	OAKLEY LINDSAY CENTER
APR-JUL	Q-TOWN BASEBALL TOURNAMENTS .....	MOORMAN WAVERING PARK
APR 21	KOHL WHOLESALE SPRING FOOD SHOW (private event) ....	OAKLEY LINDSAY CENTER
MAY 7	DOGWOOD PARADE .....	MAINE STREET
MAY 14	BRIDGE THE GAP TO HEALTH RACE .....	CLAT ADAMS PARK
MAY 12-14	4 X 4 ILLINI JEEP SAFARI .....	NEAR PITTSFIELD
JUNE-AUG SATURDAYS	FLAVOR FOOD TOURS .....	DOWNTOWN QUINCY
6/10,24 + 7/8,22 + 8/12,26	BLUES IN THE DISTRICT .....	WASHINGTON PARK
JUNE 3-5	FISHING FOR FREEDOM .....	OAKLEY LINDSAY CTR/KESLER PARK
JUNE 4-5	LINCOLN DAYS CIVIL WAR RE-ENACTMENT .....	LAKE PITTSFIELD
JUNE 3-4	GERMANFEST .....	SOUTH PARK
JUNE 10-12	CARTHAGE STRAWBERRY FESTIVAL .....	CARTHAGE
JUNE 11-12	QUINCY GRAND PRIX OF KARTING .....	SOUTH PARK
JUNE 18	QUINCY DERBY .....	BOB MAYS PARK
JUNE-AUG	QUINCY GEMS BASEBALL .....	QU STADIUM
JUNE 17-19	TITAN FIRECRACKER CLASSIC SWIM MEET .....	SHERIDAN SWIM CLUB
JUNE 20-22	PEPSI LITTLE PEOPLE'S GOLF .....	WESTVIEW GOLF COURSE
JUNE 24-26	QFEST ART FAIRE .....	WASHINGTON PARK
JULY 3-4	FREEDOM FEST .....	CLAT ADAMS PARK
JULY 9	FRIENDS OF THE TRAILS ULTIMATE RIDE .....	THE DOCK
JULY 29-30	QCY BAY BLOW OUT DUCK CALLING CONTEST .....	GAMEMASTERS
7/1-7/3	NAUVOO PAGEANT .....	PARTRIDGE & MULHOLLAND ST
AUG 5-7	WESTERN IL THRESHERS .....	HAMILTON
JULY 27-AUG. 2	ADAMS COUNTY FAIR .....	MENDON
AUG 13	MOONLIGHT RIDE FOR HUNGER .....	CLAT ADAMS PARK
AUG. 20-21	HUNTING EXPO 2022 .....	GAMEMASTERS
SEPT 2-4	NAUVOO GRAPE FESTIVAL .....	NAUVOO
SEPT 10	FRONTIER SETTLEMENT DAYS .....	QUINSHIPPI ISLAND
SEPT 16-8	GRIGGSVILLE APPLE FESTIVAL .....	GRIGGSVILLE
SEPT 22-23	QU HOMECOMING & BALLOON GLOW .....	QUINCY UNIVERSITY
SEPT 24	OKTOBERFEST .....	DICK BROS BREWERY
OCT 1-2	BARRY APPLE FESTIVAL .....	DOWNTOWN BARRY
OCT 5	KOHL WHOLESALE FALL FOOD SHOW (private event) ....	OAKLEY LINDSAY CENTER
OCT 5-8	GREAT RIVER FILM FESTIVAL .....	THE ATRIUM ON THIRD
SAT's OCT & HALLOWEEN	WOODLAND CEMETERY TOURS .....	WOODLAND CEMETERY
OCT 15-16	EARLY TIN DUSTERS- STREET RODS .....	WASHINGTON PARK/MOORMAN PARK
NOV 10	HY-VEE HOLIDAY FOOD & WINE SHOW .....	OAKLEY LINDSAY CENTER
NOV 11-13	QUINCY CRAFT & CHRISTMAS MARKET .....	OAKLEY LINDSAY CENTER
NOV 18-20	QUINCY SERVICE LEAGUE'S HOLIDAY SHOW .....	OAKLEY LINDSAY CENTER
NOV 24	YMCA TURKEY RUN .....	YMCA
WKDS IN DEC	JW MANSION CHRISTMAS CANDLELIGHT TOURS ....	JOHN WOOD MANSION
DEC 17	ARTS QUINCY 75TH GALA .....	OAKLEY LINDSAY CENTER
NOV 24-JAN 1	FESTIVAL OF LIGHTS .....	MOORMAN WAVERING PARKS



## RESOLUTION AUTHORIZING HOTEL DEVELOPMENT PROGRAM

WHEREAS, the average Quincy overnight visitors spends \$250 on hotel/motel rooms, food and other hospitality services; and

WHEREAS, the Oakley Lindsey Center, Quincy Area Convention and Visitors Bureau (QACVB) and local organization promote events that draw visitors to Quincy; and

WHEREAS, the city of Quincy also financial supports local events through the BET on Q and QACVB Tourism Marketing Programs; and

WHEREAS, the more people who visit Quincy the more money is spent in hotels, restaurants, bars and local shops; and

WHEREAS, Quincy currently has a around 800 hotel/motel rooms available; and

WHEREAS, to accommodate larger conventions and events the city needs a hotel and motel capacity of at least 1200 rooms; and

WHEREAS, the creation of the Hotel Development Fund Program (HDP) would incentivize developers to build new hotel/motel room capacity in the City's Hospitality Corridor.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

- 1) That the Quincy City Council authorize the Quincy Hotel Development Program
- 2) That the Hotel Development Program funds come from Economic Growth Fund 213
- 3) That each year the Quincy City Council will direct \$500,000 in food and beverage tax revenue to the Hotel Development Program.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

# CITY OF QUINCY

## DEPARTMENT OF PLANNING & DEVELOPMENT

706 Maine Street | Third Floor | Quincy, IL 62301

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



### MEMORANDUM

TO: Mayor Troup and City Council

FROM: Chuck Bevelheimer

DATE: March 30, 2022

SUBJECT: Quincy Workforce Relocation Assistance Program (Q-WRAP) Reauthorization

The city hired North Star to develop a Strategic Marketing Campaign, known as Quincy's Calling, to recruit Quincy natives who moved away and newcomers to the city, to position the city as the Midwestern hub for regional and national business locations and to establish marketing efforts to sell the positive aspects of Quincy as the a desirable place to live and work. The Quincy's Calling campaign launched the first week in September of last year.

The Quincy Workforce Relocation Assistance Program (Q-WRAP) is a property tax/lease rebate incentive aimed at making the effort to recruit residents and workers to Quincy more competitive. To participate in Q-WRAP, an employee or their employer must apply through GREDF (including through the QuincyCalling.com website). This allows GREDF and the City to track participation and make sure the program is adequately funded.

Q-WRAP allows participating individuals or families to receive either a rebate of up to \$5,000 on their first, year-long property tax bill for a residence in Quincy or up to \$3,500 in rent payments after their first year residing in Quincy.

To date, GREDF has received 62 qualified Q-WRAP applications. Attached for your review are the participating companies, the locations from which the individuals or families are relocating and the amount of Q-WRAP assistance being requested. To maintain the momentum of Quincy's Calling and Q-WRAP, the Administration, Planning, and GREDF are recommending the reauthorization of an additional \$250,000 for FY 22/23 to continue to incentivize individuals or families to move from outside of Adams County to within the City for employment in Adams County

Attached is a resolution authorizing the expenditure of an additional \$250,000 for the Quincy Workforce Relocation Assistance Program. If approved, the city will reserve another \$250,000 from Fund 213 (the Economic Growth Fund) to fund Q-WRAP.

**RESOLUTION REAUTHORIZING RESIDENTIAL PROPERTY TAX REBATE**

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

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

WHEREAS, Q-WRAP is a program available to individuals or families with the requirement that the individuals or families or their employer sign-up through GREDF; and

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

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

WHEREAS, a \$250 “finder’s fee” is available to local residents who identify potential new workers who live outside of Adams County and could relocate to the city of Quincy; and

WHEREAS, GREDF has received 62 qualified Q-WRAP applications to date; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the Quincy City Council reauthorize the Quincy Workforce Relocation Assistance Program (Q-WRAP) as a collaboration between the city and GREDF
- 2) That \$250,000 in funding be allocated for Q-WRAP
- 3) That the funding for Q-WRAP shall come from Economic Growth Fund 213

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

## Chuck Bevelheimer

**From:** Kyle Moore [moorek@gredf.org]  
**Sent:** Monday, March 21, 2022 2:15 PM  
**To:** Chuck Bevelheimer  
**Cc:** Mike Troup; Jeff Mays  
**Subject:** [EXTERNAL]Q-WRAP Information

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chuck,

We have 62 registrants to the Q-WRAP Program. Here is the up to date information. We have \$240,000 committed, so only \$10,000 is authorized for this fiscal year.

Cape Air	\$ 3,500	Hanover, NH	Quincy Herald Whig	\$ 3,500	Cedar Falls, IA
Cognitif, LLC	\$ 3,500	Houston, TX	Knapheide	\$ 3,500	Puerto Rico
Knapheide	\$ 5,000	Daphne, AL	Kohl's Wholesale	\$ 5,000	Springfield, IL
Gusto	\$ 3,500	Englewood, CO	Titan	\$ 3,500	Puerto Rico
QMG	\$ 5,000	Lakewood, CO			
Knapheide	\$ 3,500	Windermere, FL			
Two Rivers Regional Council	\$ 3,500	Worden, IL	<b>Employer</b>	<b>\$ Requested</b>	<b>Prev Location</b>
Knapheide	\$ 3,500	White Plains, NY	Community Centers	\$ 3,500	Hannibal, MO
Niemanns	\$ 3,500	Chicago, IL	QMG	\$ 5,000	Winston-Salem, NC
Blessing	\$ 3,500	Kahoka, MO	Knapheide	\$ 3,500	Puerto Rico
Quincy University	\$ 5,000	St. Charles, MO	Phibro Animal Health	\$ 3,500	Puerto Rico
Steve Boling	\$ 3,500	Carbondale, IL	Knapheide	\$ 3,500	Puerto Rico
Quincy University	\$ 3,500	Glendale, AZ	Veteran United Contractors	\$ 5,000	Jefferson City, MO
American Litho	\$ 5,000	Rochelle, IL	LA Belle Beauty Supplies	\$ 3,500	Greensboro, NC
Blessing	\$ 3,500	Palmyra, MO	Blue Cross Blue Shield	\$ 3,500	Springfield, IL
Hess Auto Agency	\$ 3,500	Wentzville, MO	Blessing Hospital	\$ 5,000	Mason City, IA
Blessing	\$ 5,000	Hayden, CO	Sharkey Transportation	\$ 5,000	Macon, MO
JM Huber	\$ 3,500	Hannibal, MO	River City Construction	\$ 3,500	East Peoria, IL
Gardner Denver	\$ 3,500	Everett, WA	Quincy Medical Group	\$ 5,000	Ottumwa, IA
Qcy Faith Assembly of God	\$ 3,500	Concord, NE	Fairfield Inn & Suites	\$ 3,500	Canton, MO
Blessing & SIU	\$ 3,500	Arlington Hts, IL	Phibro Animal Health	\$ 3,500	Manati, PR
Knapheide	\$ 3,500	Columbus, OH	Manchester Tank	\$ 3,500	Caguas, PR
Reele Supply Co.	\$ 5,000	Houston, TX	Dollar Tree	\$ 3,500	Las Vegas, NV
Titan	\$ 3,500	Puerto Rico	Quincy Police Department	\$ 3,500	Spaulding, IL
Titan	\$ 3,500	Puerto Rico	Lowe's	\$ 3,500	West Point, IA
Booher Automotive	\$ 3,500	O'Fallon, MO	Klingner & Associates, PC	\$ 3,500	St. Louis, MO
QMG	\$ 3,500	St. Louis, MO	Blessing Hospital	\$ 5,000	Hattiesburg, MS
Quincy University	\$ 5,000	Springfield, IL	Sonic	\$ 3,500.00	Des Moines, IA
Knapheide	\$ 3,500	St. Louis, MO	WGEM	\$ 3,500.00	Pinckneyville, IL
Manchester Tank	\$ 3,500	Lake Mills, IA	Quincy University	\$ 3,500.00	Harleysville, PA
Manchester Tank	\$ 3,500	Lake Mills, IA	Phibro Animal Health	\$ 3,500.00	Ponce, PR
Klingner & Assoc.	\$ 3,500	Grafton, IL	Northwestern Mutual	\$ 3,500.00	Flagstaff, AZ
			Hardees	\$ 5,000.00	East Peoria, IL



PO Box 7005 • Quincy, IL 62305 • 217.223.8400  
blessinghealth.org     

March 17, 2022

Dear Honorable Members of the Quincy City Council:


I would like to express my support on behalf the Blessing Health System and Blessing Hospital to extend the Quincy Workforce Relocation Assistance Program for a second year.

Today's job market is more competitive than ever before, and it has become increasingly difficult to fill the many open jobs we have within the Blessing Health System and Blessing Hospital. It takes a community effort to help us attract and retain a talented and skilled workforce. This includes a community that invests in quality-of-life initiatives, public spaces, and one who welcomes newcomers to the community. One tool that has been effective in helping our company recruit employees is the Quincy Workforce Relocation Assistance Program. We are using this program as one of the many incentives and benefits we offer potential employees. In our experience, this has been a valuable tool to help us market not only our company, but the region. We have used the program when extending job offers to candidates and have families who are considering a move to Quincy. Extending the program will give us the confidence to continue to advertise the incentive to potential candidates and to help us continue to fill the open positions in our company.

On behalf of the Blessing Health System and Blessing Hospital, we ask that you consider extending the Quincy Workforce Relocation Assistance Program.

Thank you for your consideration.

Sincerely,

  
Maureen A. Kahn, President/CEO  
Blessing Health System and Blessing Hospital

MAK/sem

Blessing Hospital • Illini Community Hospital • Blessing Health Keokuk • Blessing Physician Services • Hannibal Clinic  
Denman Services • Blessing-Rleman College of Nursing & Health Sciences • Blessing Foundation • Blessing Corporate Services

Dear Honorable Members of the Quincy City Council,

I would like to express my support on behalf of Quincy Medical Group to extend the Quincy Workforce Relocation Incentive Program for a second year. It takes a community effort to help us attract and retain a talented and skilled workforce. This includes a community that invests in quality-of-life initiatives, public spaces, and that welcomes newcomers to the community.

The Quincy Workforce Relocation Assistance Program has been an asset as we have recruited highly skilled medical professionals in the area. It complements the incentives and benefits that we offer. This makes both Quincy and Quincy Medical Group attractive. The program also showcases that Quincy is investing in its future and many candidates have commented that it provides them reassurance that they are moving to a place that is proactive and will continue to be a great place to live.

We ask that you consider extending the Quincy Workforce Relocation Assistance Program. We have used the program when extending job offers to candidates and have families who are considering a move to Quincy. Extending the program will give us the confidence to continue to advertise the incentive to potential candidates and to help us continue to fill the open positions in our company.

Thank you for your consideration,

Katie Schelp

Quincy Medical Group




Dear Honorable Members of the Quincy City Council,

I would like to express my support on behalf of Knapheide to extend the Quincy Workforce Relocation Incentive Program for a second year. Today's job market is more competitive than ever before, it has become increasingly difficult to fill the many open jobs we have at Knapheide. It takes a community effort to help us attract and retain a talented and skilled workforce. This includes a community that invests in quality-of-life initiatives, public spaces, and that welcomes newcomers to the community. One tool that has been effective in helping our company recruit employees is the Quincy Workforce Relocation Assistance Program. We are using this program as one of the many incentives and benefits we offer potential employees. In our experience, this has been a valuable tool to help us market not only our company, but the region.

We ask that you consider extending the Quincy Workforce Relocation Assistance Program. We have used the program when extending job offers to candidates and have families who are considering a move to Quincy. Extending the program will give us the confidence to continue to advertise the incentive to potential candidates and to help us continue to fill the open positions in our company.

Thank you for your consideration,



Chris Russell  
Vice President of Operations



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**The Leading Customer-Driven Regional  
Broadline Foodservice Distributor**

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March 21, 2022

Dear Honorable Members of the Quincy City Council,

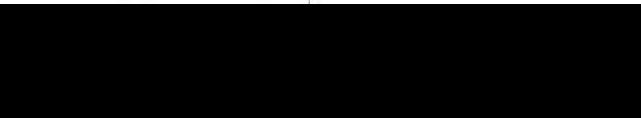
I would like to express my support on behalf of Kohl Wholesale to extend the Quincy Workforce Relocation Incentive Program for a second year. Today's job market is more competitive than ever before and has become increasingly difficult to fill the many open jobs we have at Kohl Wholesale. A continual community effort will help us attract and retain a talented and skilled workforce.

A community that invests in quality-of-life initiatives, public spaces, and that welcomes newcomers to the community will only help employers as we seek to hire enough workers to complete all job duties. One tool that has been effective for the area to recruit employees is the Quincy Workforce Relocation Assistance Program. We are using this program as one of the many incentives and benefits we offer to recruit potential employees. In our experience, this program provides an additional incentive for job seekers to consider Quincy, IL as a new home with a variety of job opportunities. We are able to use this tool to market our company and the region as part of our recruitment efforts.

We ask that you consider extending the Quincy Workforce Relocation Assistance Program. We have featured the program when reviewing job opportunities with out-of-town candidates who are considering a move to Quincy. Extending the program will give us the confidence to continue to advertise the incentive to potential candidates and to help us continue to fill the open positions in our company.

Thank you for your consideration.

Sincerely,



Darla L. Rischar, SPHR, SHRM-SCP  
Director of Human Resources



**RESOLUTION REAUTHORIZING RESIDENTIAL PROPERTY TAX REBATE**

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

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

WHEREAS, Q-WRAP is a program available to individuals or families with the requirement that the individuals or families or their employer sign-up through GREDF; and

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

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

WHEREAS, a \$ 250 “finder’s fee” is available to local residents who identify potential new workers who live outside of Adams County and could relocate to the city of Quincy; and

WHEREAS, GREDF has received 62 qualified Q-WRAP applications to date; and

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

NOW, THEREFORE, BE IT RESOLVED as follows:

- 1) That the Quincy City Council reauthorize the Quincy Workforce Relocation Assistance Program (Q-WRAP) as a collaboration between the city and GREDF
- 2) That \$250,000 in funding be allocated for Q-WRAP
- 3) That the funding for Q-WRAP shall come from Economic Growth Fund 213

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor



# CITY OF QUINCY

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MARY-ANN ERVIN  
Purchasing Agent

CITY HALL – 730 MAINE  
QUINCY, IL 62301-4056  
(217) 228-4502  
FAX (217) 221-3608

## MEMORANDUM

TO: Members of the Finance Committee

FROM: Mary-Ann Ervin

DATE: Monday, April 4, 2022

RE: City of Quincy Janitorial Supply Bid

The City of Quincy's Janitorial Supply contract with Area Distributors will expire on April 30, 2022.

The Purchasing Department advertised for sealed competitive bids for janitorial supplies for all City departments. There were thirty (30) vendors who requested the janitorial bid packet and one (1) bid was received.

The following bid was received:

Area Distributors Inc	Quincy, IL	\$18,826.74	53 core items	30% discount
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Area Distributors, a local company and long standing business partner with the City, was the only company that submitted a bid for janitorial supplies. Area Distributors complied with all bid specifications and provided a bid for all items listed in the janitorial bid packet. The Purchasing Department would like to recommend the bid from Area Distributors for a one-year agreement.

With the Finance Committees approval, the Purchasing Department would like to present the attached Resolution to the Mayor and City Council on Monday, April 11, 2022.

Thank you and if you have any questions, please contact me.

## RESOLUTION

WHEREAS, the City of Quincy contracts for janitorial supplies for all city departments; and

WHEREAS, the City of Quincy, Purchasing Department did advertise for sealed bids for fifty three (53) items; and

WHEREAS, the following sealed bid was received:

Area Distributors, Inc.    Quincy, IL        \$18,826.74    53 core items    30% discount

WHEREAS, the bid has been reviewed and the bid from Area Distributors Inc., for all specified categories, is complete and has been found to be acceptable; and

WHEREAS, Area Distributors Inc. has agreed to guaranteed pricing for a one-year contract;

WHEREAS, the Purchasing Agent recommends that the bid from Area Distributors Inc. of Quincy, Illinois be accepted for a one-year contract.

NOW, THEREFORE, BE IT RESOLVED by City Council that the bid for a one-year contract to supply the City's janitorial supplies for all categories thereof submitted by Area Distributors Inc. of Quincy, Illinois be accepted.

Mary-Ann Ervin  
Purchasing Agent  
April 11, 2022



# BOARD OF FIRE AND POLICE COMMISSIONERS

## Meeting

**Date:** Wednesday, April 6, 2022

**Time:** 9:00 a.m.

**Place:** Caucus Room

**Agenda:**

1. Call to Order and Roll Call
2. Public Comments – limit to 3 minutes
3. Approve Minutes of Last Meeting
4. Correspondence
5. Pending Business
  - a. Chief Vahlkamp – 9:15 a.m.
    - i. Status of firefighter hiring authority and academy dates
    - ii. Review firefighter job announcement and timeline
    - iii. Provide updated fire department org and photo chart
  - b. Chief Copley – 9:35 a.m.
    - i. Update on police officer hiring approvals
    - ii. Provide status update on police candidate background investigations
  - c. Old Business
    - i. Review annual and monthly suspense's
    - ii. Review draft annual commission report
    - iii. Review closed meeting records from July 8, 2021 in July 2022
6. New Business –
  - a. Review bills and payments as required
  - b. Discuss police officer candidate polygraph requirements, conditional offer evaluations and employment offers
  - c. Discuss police chief search requirements and logistics
    - i. Details to support police chief candidate assessment, 9 April 22
    - ii. Details to support 28 & 29 April 22 activities
  - d. Finalize attendance at ILFPA seminar in Springfield, 5-6 May 22
7. Adjournment



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AERONAUTICS COMMITTEE  
MEETING AGENDA

The regular meeting of the Aeronautics Committee will be held on **Wednesday April 6<sup>th</sup>, at 12:00 p.m. in Council Chambers at City Hall, 700 Maine Street Quincy, Illinois 62301.**

1. Call to Order
2. Approval of Minutes
3. Old Business
  - Restaurant Lease Discussion and Recommendation
4. Engineering Report
5. Airport Director's Report
  - March Enplanement Report
  - Submittal of Infrastructure Funding Application
  - Solar Project Groundbreaking Event
6. New Business
  - Recommendation of Proposal to Convert Fueling System
7. Public Comment
8. Adjournment

# Quincy Tree Commission

*THURSDAY, APRIL 7, 2022*

*1:00 PM*

*QUINCY CITY HALL*

*730 MAINE STREET*



## AGENDA

1. Call the Meeting to Order
2. Approval of Minutes from January 6, 2022
3. Monthly Forestry Reports
4. Membership/Vacancies
  - Consider Appointment to Tree Commission
  - Current Vacancies
5. Budget Update
  - EAB Treatment
  - Fall Tree Planting
6. 2022 Arbor Day Tree Planting
  - April Proclamation
  - Jackson/Lincoln Pool
7. EAB Treatment
  - Final Review of Trees for 2022 Treatment
  - Maps for 2022 Treatment to Contractor
  - Review of Trees for 2023 Treatment
8. Ongoing Discussions
  - City Tree Sale
    - Discuss 2022 Program
  - Community Beautification Award
  - Tree City USA Application/Growth Award
  - Right Tree/Right Place Grant
  - Tree Inventory Grant
9. Items from the Floor
10. Public Comment (limited to three minutes)
11. Adjournment

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