

Council Meeting for March 28, 2022



CITY COUNCIL AGENDA

March 28, 2022

Final Agenda

7:00 P.M.

Note: All items presented are subject to final action.

PUBLIC FORUM

PETITIONS

**Ward
7**

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.

**Wards
3,4,7**

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 St. and will disband on 6th S. 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 St., 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. E M S 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.

REPORT OF THE PLAN COMMISSION

**Ward
3**

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.

RESOLUTIONS

Chief of Police and Police Aldermanic Committee recommending approval of the bid from Marrow Brothers of Greenfield, IL in the amount of \$47,990 to outfit four Ford Explorer Police Interceptors with emergency equipment and prison transport safety equipment.

Chief of Police and Police Aldermanic Committee recommending approval to sign a memorandum of understanding with Clarity Healthcare to provide behavioral health support services for Quincy Police Officers to utilize when confronted with issues related to mental health. The cost of this professional service is \$850 a month, for an annual cost of \$10,200.

Quincy Police Department resolution recommending approval to terminate the contract for janitorial services with Thorough Commercial Cleaning, owned by Pearl Harris of Quincy, IL.

Fire Chief, Fire Aldermanic Committee and Director of Administrative Services recommending the Quincy Fire Department prepare it's 2022/2023 Fiscal Year budget with 57 line firefighters and hire personnel as necessary.

Utilities and Engineering Director and Central Services Committee recommending approval of the low bid from D&L Excavating of Liberty, IL in the amount of \$389,006.00 for the Fox Run West Replacement Project including culvert and roadway resurfacing.

Utilities and Engineering Director recommending approval of the invoice in the amount of \$13,950.00 from Vonderhaar Masonry for the repair of damage done to the Stone Arch Bridge on South 8th Street.

ORDINANCES

Adoption of an Ordinance entitled:

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

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

PRESENTATIONS

FYE 2023 PROPOSED BUDGET SUMMARY INFRASTRUCTURE



Department of Utilities & Engineering

To: Alderman Jack Holtschlag, Alderman Ben Uzelac
Cc: Mayor and City Council, Laura Oakman, Jeff Mays, Kevin McClean
From: Jeffrey Conte, Director of Utilities & Engineering
Date: March 28, 2022
Subject: Revocable Permit Request for Placement of Banners at 5th & Maine Street

Alderman Holtschlag, Alderman Uzelac,

The Department of Utilities and Engineering has received an application for Revocable Permit for Encroachment of City Right-of-Way from Holly Cain, Executive Director of the Quincy Area Convention and Visitors Bureau. Ms. Cain is requesting permission to display banners across 5th & Maine Streets at various times between May 9, 2022 and November 21, 2022. Please see the attached list of events.

Ms. Cain also requests 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 following condition:

1. The City is not responsible for damage to the banners.

If you have any questions, please let me know. Thank you.



March 22, 2022

Mr Jeffrey Conte
City Engineer
City of Quincy
730 Maine St.
Quincy, IL 62301

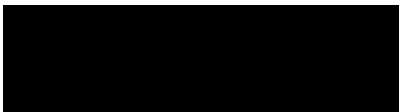
Dear Jeffrey:

See Quincy would like to request a revocable permit for the following banners to be hung in the designated area of 5th & Maine Street. I would also like the assistance of the city in hanging and removing these banners:

Banner	Installed by	Taken Down	Event Date
Bridge the Gap	May 9	May 16	May 14
Welcome Karters	June 7	June 13	June 11-12
Welcome Swimmers	June 16	June 20	June 17-19
Welcome Golfers	June 20	June 23	June 19-22
Oktoberfest	Sept 19 (not before)	Sept. 26	Sept 24
Welcome Street Rods	Oct. 12	Oct. 17	Oct.14-16
Holiday Gift Show	Nov. 14 (not before)	Nov. 21	Nov. 18-20

If you have any questions, please contact me at 214-3700 or hcain@seequincy.com.
Thank you for your assistance.

Regards,



Holly Cain
Executive Director



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: March 28, 2022
Subject: Special Event Application – Dogwood Parade

Mayor and City Council Members,

The Department of Utilities and Engineering has received a Special Event Application from the Quincy Area Chamber of Commerce requesting permission to hold the annual 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 entries will line up on Maine Street between 24th and 36th Streets beginning at 7:00 a.m. on the morning of the parade. In case of rain delays, alternate start times are 11:30 a.m. and 1:30 p.m.

The applicant requests the closure of the following streets from 7:00 a.m. through 12:00 (noon) on the day of the event and that the City provides barricades for the street closures:

- Maine Street, 6th to 36th Streets
- 6th Street, Hampshire to Jersey Streets

The applicant also requests that “No Parking” signs be placed along the parade route by 12:00 (noon) on Friday, May, 6th. Auxiliary Police Officers are requested at major intersections along Maine Street. Event organizers will be responsible for clean-up along the parade route following the event.

Emergency Management Services 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.



Quincy Plan Commission

Tuesday, March 22, 2022

7:00 p.m.

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

AGENDA

- Call the Meeting to Order
- Approval of the minutes of the regular meeting of the Quincy Plan Commission on Wednesday, February 23, 2022
- Public Comment on Issue(s) Not Listed on the Agenda (limited to three minutes)
- Old Business (previously tabled)
 - Public Hearing requested by Mark Cassens on behalf of Dustin & Amber Becks and James & Teresa Spencer regarding a subdivision (dividing one lot into two) of property located near 6214 Old Columbus Road under the small tracts provision of the subdivision ordinance, presently zoned RU1 (Ward 3) **APPROVED**
- New Business
- Additional Business for the Commission
- Adjournment

PLAN COMMISSION MEETING MINUTES

7:00 p.m., Tuesday, March 22, 2022
City Council Chambers, 730 Maine Street, Quincy, Illinois

ATTENDANCE

Commissioners

Present: Ald. Katie Awerkamp, Dave Bellis, Chair Julie Brink, Jim Citro, Greg Davis, Elaine Davis, Tony Dede, J. David Gilbert, Amy Looten, Jeff Mays, George Meyer, Rick Smith

Absent: NONE

Vacant: 1 position

Staff Present: Bruce Alford, Chuck Bevelheimer, Gina Nottingham, Jason Parrott

CALL TO ORDER: Chairperson Brink called the meeting to order at 7:00 pm

APPROVAL OF MINUTES: Motion by Citro, seconded by Bellis to approve the minutes of the February 23, 2022 regular meeting as presented. Motion carried, all in favor.

PUBLIC COMMENT ON NON-AGENDA ITEMS: None

Public Hearing requested by Mark Cassens on behalf of Dustin & Amber Becks and James & Teresa Spencer regarding a subdivision (dividing one lot into two) of property located near 6214 Old Columbus Road under the small tracts provision of the subdivision ordinance, presently zoned RU1 (Ward 3) (TABLED FROM JAN 2022 MEETING & FROM FEB 2022 MEETING)

Staff Review: Staff said it supports the subdivision as proposed. Staff said the initial subdivision plat presented ahead of the January 2022 Plan Commission meeting raised concerns from the Adams County Health Department and the Adams County Engineer's Office. Staff said a new firm was hired to prepare the subdivision plat and the concerns have been addressed. As such, staff said the subdivision to create a 1.13 acre lot for a single-family residential home was ready for review and consideration.

Questions for Staff: None

Petitioner: Mark Cassens said he was available for questions

Audience Comments: None

Commission Discussion: None

With no further discussion, Bellis made a motion, seconded by Smith to concur with the recommendation of staff and recommend approval of the subdivision request of property located near 6214 Old Columbus Road under the small tracts provision of the subdivision ordinance as presented. The motion carried with all present voting in favor.

ADDITIONAL BUSINESS FOR THE COMMISSION: Staff reminded the commission members to be on the look-out for their informational binders. Staff is looking to update the binder and make sure everyone has one available.

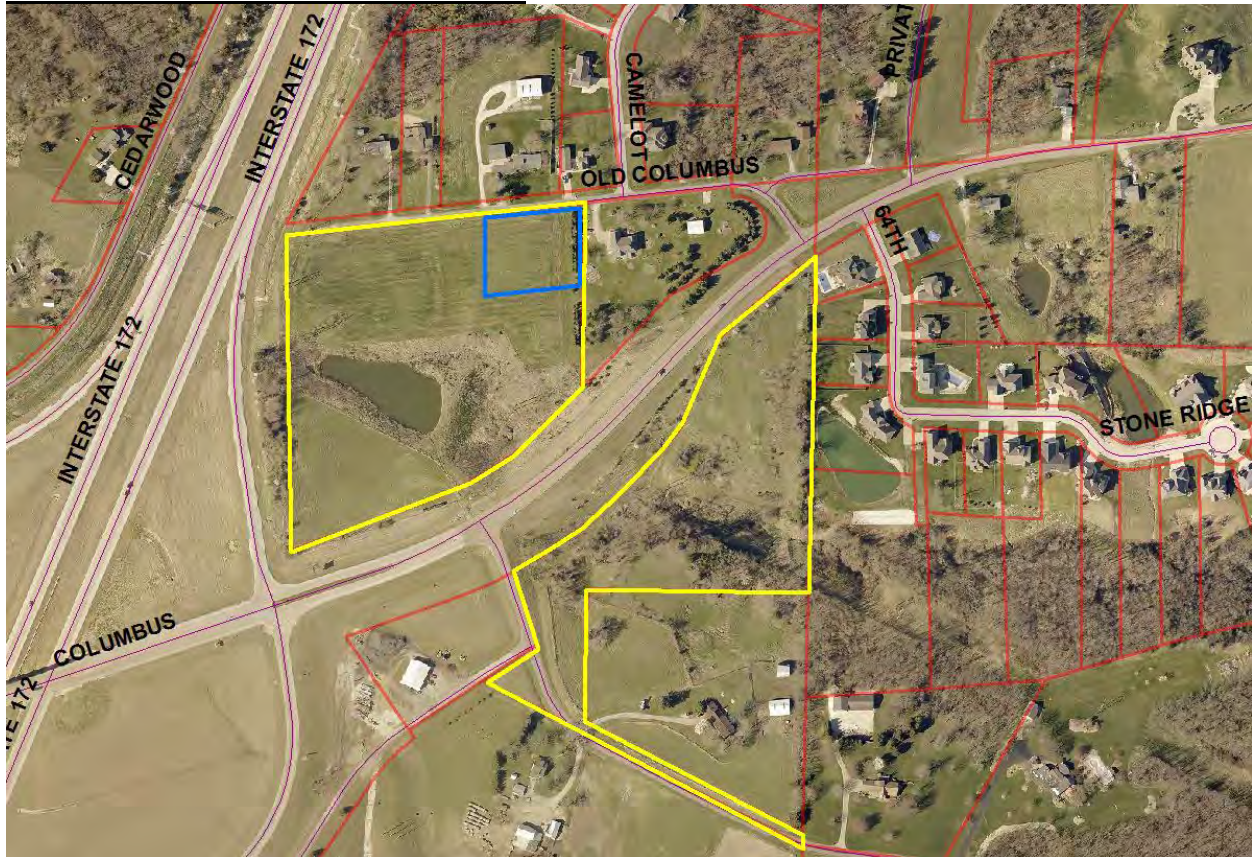
ADJOURNMENT: With no further action to come before the commission, Citro made a motion, seconded by Bellis, for adjournment. The meeting adjourned at 7:04 pm.

Submitted: Jason Parrott – Plan Commission Technical Secretary

**SUBDIVISION REVIEW
(SMALL TRACTS)**

Applicant/Owner	Mark Cassens on behalf of Dustin & Amber Becks and James & Teresa Spencer
Subdivision Name	Wagon Wheel Subdivision
Address	6128 Old Columbus Road
Zoning	RU1
Ward	3
Parcel	Proposed Lot – 1.13 acres (per preliminary plat) Remaining Parent Lot – 18.98 acres (per GIS)
Request	Create two lots from one lot
Lot Size Requirements	150’ lot width, 1 acre lot size

LOCATION AND CURRENT ZONING:



The subject lot (PIN 19-0-0447-000-00), which is outlined in yellow above, is divided by Columbus Road. The portion of the subject lot that is northwest of Columbus Road is approximately 11.5 acres while the portion of the subject lot that is southeast of Columbus Road is approximately 8.65 acres.

The subject lot is located outside of the city limits of Quincy, but is located within the 1 ½ mile zoning jurisdiction and is zoned RU1 (Agricultural).

The lot resulting from the subdivision is outlined in blue above. The preliminary plat provided by the petitioner shows it to be approximately 1.13 acres and to have a street frontage of approximately 209'. City code requires a minimum lot size in an RU1 zoning district of 1.0 acres and 150' of street frontage.

There are single family residences to the north and east of the subject lot and undeveloped/agricultural land to the south and west. The petitioner seeks to construct a single-family residence on the 1.13 acre lot.

The Neighborhood Land Use Plan of 2013 identifies the proposed lot as undeveloped/agricultural.

The subject lot is located within the Mill Creek Water District and will have an on-site septic system.

STAFF COMMENTS:

This proposed subdivision was first submitted for review ahead of the Plan Commission's meeting in January. Prior to the meeting, staff learned that the Adams County Engineer and the Adams County Health Department had concerns about the subdivision plat. As a result, the review of the subdivision plat was tabled during both the January and February Plan Commission meetings.

Based on conversations with the new engineering firm, the previous concerns have been addressed and the plat is ready to be presented to the Plan Commission.

STAFF RECOMMENDATION:

Staff recommends the Plan Commission recommend approval of the Wagon Wheel Subdivision, located at 6128 Old Columbus Road as presented.

STATE OF ILLINOIS
COUNTY OF ADAMS

I, DUSTIN BECKS & AMBER BECKS, BEING THE OWNER OF THE LAND DESCRIBED BY THE PLAT HERON DRAWN AND DESCRIBED, DO HEREBY STATE THE I HAVE CAUSED SAID LAND TO BE SURVEYED, SUBDIVIDED, STAKED AND PLATTED BY NORMAN D. ELLERBROCK, ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3159 FOR THE PURPOSES OF CREATING AND ESTABLISHING A SUBDIVISION TO BE KNOWN AS WAGON WHEEL SUBDIVISION AND HAVING THIS PLAT RECORDED AS PROVIDED BY LAW AND DO FURTHER HEREBY ACKNOWLEDGE SAID SURVEY AND SUBDIVISION TO BE CORRECT AND RESERVE THE PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT FOR THE LOCATION, CONSTRUCTION, ESTABLISHMENT, MAINTENANCE AND OPERATION OF ALL PUBLIC UTILITIES OF EVERY KIND AND NATURE. NO PERMANENT BUILDINGS OR STRUCTURES SHALL BE ERECTED ON SAID EASEMENTS.

THE SUBDIVISION IS LOCATED WITHIN THE LIMITS OF QUINCY SCHOOL DISTRICT #172.

DATED THIS _____ DAY OF _____, 2022.

DUSTIN R. BECKS _____ AMBER L. BECKS _____

STATE OF ILLINOIS
COUNTY OF ADAMS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT DUSTIN R. BECKS & AMBER L. BECKS, WHO ARE PERSONALLY KNOWN TO BE THE SAME PEOPLE WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIZED SEAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____

THE UNDERSIGNED OWNER OR THEIR DULY AUTHORIZED ATTORNEY AND KYLE TROY POCIASK, ILLINOIS REGISTERED PROFESSIONAL ENGINEER #062-065972, DO HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND THAT SUCH SURFACE WATER WILL NOT BE DEPOSITED ON THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS SUBDIVISION.

DUSTIN R. BECKS _____ AMBER L. BECKS _____

KYLE TROY POCIASK ILLINOIS REGISTERED
PROFESSIONAL ENGINEER #062-065972

STATE OF ILLINOIS
COUNTY OF ADAMS

I, RYAN A. NIEKAMP, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE RECORDS IN MY OFFICE AND THAT I FOUND NO DELINQUENT GENERAL TAXES, DELINQUENT SPECIAL TAXES OR UNPAID CURRENT SPECIAL TAXES AGAINST THE TRACT OF LAND DESCRIBED IN THE ABOVE PLAT.

GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY, THIS _____ DAY OF _____, 2022.

RYAN A. NIEKAMP, COUNTY CLERK OF ADAMS COUNTY _____

STATE OF ILLINOIS
COUNTY OF ADAMS

I, LAURA OAKMAN, AS CITY CLERK OF THE CITY OF QUINCY, ILLINOIS, DO HEREBY CERTIFY THAT THE ATTACHED PLAT OF SUBDIVISION UPON WHICH THIS CERTIFICATE IS ENDORSED WAS APPROVED BY THE QUINCY PLAN COMMISSION, AS WAS DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF QUINCY AT A REGULAR MEETING HELD _____, 2022. I FURTHER CERTIFY THAT THERE ARE NO UNPAID CITY SPECIAL ASSESSMENT TAXES, THAT ANY REQUISITE BOND OR OPTION HAS BEEN PROVIDED, AND THE PLAT IS THEREFORE ENTITLED TO RECORD.

DATED THIS _____ DAY OF _____, 2022

LAURA OAKMAN, CITY CLERK _____

STATE OF ILLINOIS
COUNTY OF ADAMS
CITY OF QUINCY

I, JEFFREY CONTE, DIRECTOR OF ENGINEERING AND UTILITIES FOR THE CITY OF QUINCY, DO HEREBY CERTIFY THAT THE ATTACHED PLAT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE REQUIREMENTS OF ARTICLE VII "SUBDIVISIONS" OF THE CODE OF THE CITY OF QUINCY, IL.

DATED THIS _____ DAY OF _____, 2022.

JEFFREY CONTE, P.E.
DIRECTOR OF ENGINEERING AND UTILITIES _____

STATE OF ILLINOIS
COUNTY OF ADAMS

THE SANITARY REQUIREMENTS FOR THE PLAT OF SUBDIVISION HAVE BEEN APPROVED BY THE ADAMS COUNTY HEALTH DEPARTMENT THIS

_____ DAY OF _____, 2022.

TONY DEDE, LEHP
ENVIRONMENTAL HEALTH SUPERVISOR _____

ROAD DISTRICT HIGHWAY COMMISSIONER ROADWAY ACCESS CERTIFICATE

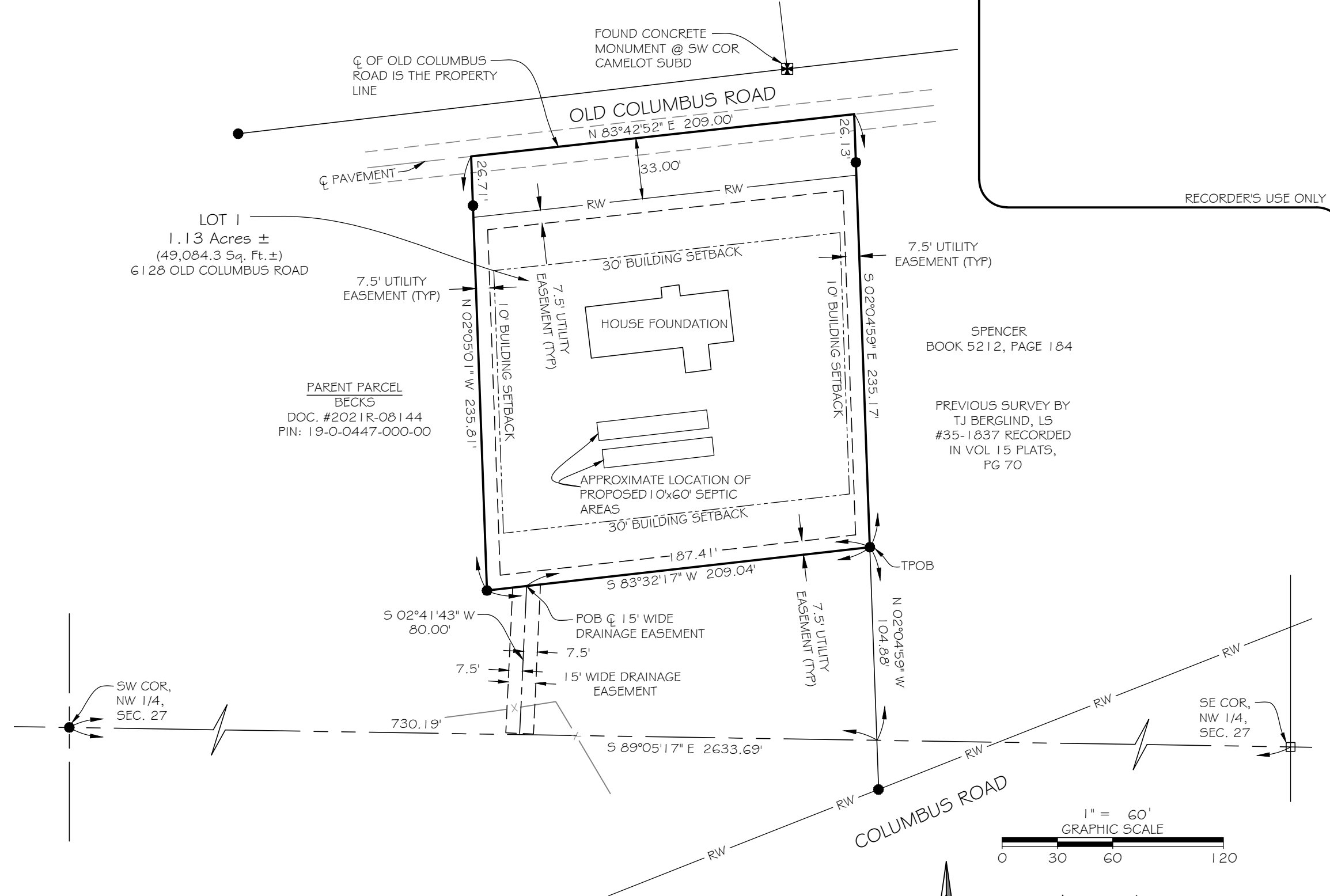
THIS PLAT HAS BEEN APPROVED BY THE ELLINGTON ROAD DISTRICT HIGHWAY COMMISSIONER WITH RESPECT TO ROADWAY ACCESS PURSUANT TO 765 ILCS 205/2. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED BY THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE TOWNSHIP RIGHTS-OF-WAY.

DATED THIS _____ DAY OF _____, 2022.

RICHARD OBERT
ELLINGTON TOWNSHIP COMMISSIONER OF HIGHWAYS _____

WAGON WHEEL SUBDIVISION

A TRACT BEING PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS



I, NORMAN D. ELLERBROCK ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3159, DO HEREBY STATE THAT THE ATTACHED PLAT OF SURVEY AND SUBDIVISION TO BE KNOWN AS WAGON WHEEL SUBDIVISION WAS MADE UNDER MY SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I DO FURTHER STATE THAT THE ATTACHED PLAT UPON WHICH THIS CERTIFICATE IS ENDORSED IS A TRACT OF LAND LYING IN PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

SUGGESTED PROPERTY DESCRIPTION
1.13 ACRE TRACT
A TRACT OF LAND LYING IN PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, TOWNSHIP 1 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND IRON PIN AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 730.19 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 02 DEGREES 04 MINUTES 59 SECONDS WEST A DISTANCE OF 104.88 FEET TO A FOUND IRON PIN AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 83 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 209.04 FEET TO A FOUND IRON PIN; THENCE NORTH 02 DEGREES 05 MINUTES 01 SECONDS WEST A DISTANCE OF 235.81 FEET TO THE CENTERLINE OF OLD COLUMBUS ROAD; THENCE NORTH 83 DEGREES 42 MINUTES 52 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 209.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 02 DEGREES 04 MINUTES 59 SECONDS EAST A DISTANCE OF 235.17 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.13 ACRES MORE OR LESS.

15' WIDE DRAINAGE EASEMENT
A TRACT OF LAND LYING IN PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A FOUND IRON PIN AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 05 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 730.19 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 02 DEGREES 04 MINUTES 59 SECONDS WEST A DISTANCE OF 104.88 FEET TO A FOUND IRON PIN; THENCE SOUTH 83 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 187.41 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH 02 DEGREES 41 MINUTES 43 SECONDS WEST A DISTANCE OF 80.00 FEET THE OF POINT OF TERMINATION OF SAID CENTERLINE. THIS EASEMENT IS INTENDED TO FOLLOW THE CENTERLINE OF THE SANITARY SEWER EASEMENT AS INSTALLED.

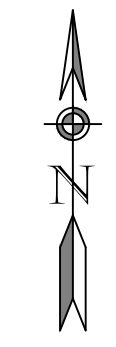
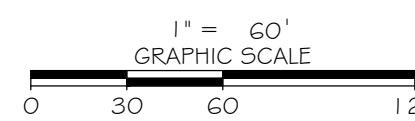
I DO FURTHER STATE THE ATTACHED PLAT AND SUBDIVISION KNOWN AS WAGON WHEEL SUBDIVISION CONTAINS 1 LOT.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

DATED THIS _____ DAY OF _____, 2022.
Norman D. Ellerbrock 3/14/2022
NORMAN D. ELLERBROCK
ILLINOIS PROFESSIONAL LAND SURVEYOR #35-3159
LICENSE EXPIRES 11/30/2022
ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-006044



- GENERAL NOTES:
- 1) THE SUBJECT TRACT IS LOCATED WITHIN THE MILL CREEK WATER DISTRICT.
 - 2) THE SEWAGE DISPOSAL IS BY ONSITE SEPTIC SYSTEM.
 - 3) PIN: 19-0-0447-000-00
 - 4) ZONING: RU1 - RURAL DISTRICT
 - 5) HOUSE ADDRESS: 6120 OLD COLUMBUS ROAD
 - 6) AREA RESERVED FOR SEWAGE DISPOSAL. THE AREAS TO BE USED FOR PRIVATE SEWAGE DISPOSAL SYSTEMS SHALL BE MAINTAINED SO THAT THEY ARE FREE FROM ENCROACHMENT BY DRIVEWAYS, ACCESSORY BUILDINGS, SWIMMING POOLS, PARKING AREAS, BURIED LAWN SPRINKLING SYSTEMS AND UNDERGROUND UTILITY SERVICES, PATIOS, SLABS, ADDITIONS TO THE ORIGINAL STRUCTURE, OR ANY OTHER STRUCTURE THAT LIMITS FREE ACCESS TO THE SYSTEM FOR MAINTENANCE, SERVICING OR PROPER OPERATION. THROUGHOUT ANY SITE DEVELOPMENT OR CONSTRUCTION PROCESS, THE SUBSURFACE SEEPAGE SYSTEM SHALL BE PROTECTED TO DETER OR ANY TRAFFIC, COMPACTION OF THE SOIL, REMOVAL OR ADDITION OF SOIL, OR ENCROACHMENT ON THE AREA OF PROPOSED SUBSURFACE SEEPAGE SYSTEMS
- SURVEYORS NOTES:
- 1) THE PROFESSIONAL LAND SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD OR NOT OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL.
 - 2) THE PROPERTY OWNER NAMES AND RECORDED DEED INFORMATION WERE OBTAINED FROM THE COUNTY RECORDER AND/OR COUNTY ASSESSOR OFFICE AND ARE CONSIDERED TO BE CURRENT. THE PROFESSIONAL LAND SURVEYOR MAKES NO GUARANTEES TO THE CORRECTNESS OF THE DEEDS OR THE CURRENT STATUS OF PROPERTY OWNERSHIP.
 - 3) BASIS OF BEARINGS IS BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.
 - 4) BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X" OR AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED FOR THE COUNTY OF ADAMS, ILLINOIS BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON FLOOD INSURANCE RATE MAP NUMBER 17001 C0329D, DATED JUNE 2, 2011 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
 - 5) THE FIELD WORK WAS COMPLETED FEBRUARY 2022.



- Legend
- #5 REBAR SET
 - IRON PIN/PIPE FOUND
 - POST
- TPOB TRUE POINT OF BEGINNING
(M) DISTANCE MEASURED THIS SURVEY
(PR) DISTANCE PER PLAT RECORD
(DR) DISTANCE PER DEED RECORD

WAGON WHEEL SUBDIVISION SEC. 27, T1S, R8W 4TH PM, ADAMS COUNTY, ILLINOIS	
BY	
REVISION DESCRIPTION	
NO.	DATE
FOUR POINTS LAND SURVEYING & ENGINEERING, INC. 17 NORTHPORT PLAZA HANNIBAL, MO. 63401 573-406-5533 ILLINOIS PROFESSIONAL DESIGN FIRM # 184-006044	
BOUNDARY SURVEY	PREPARED FOR: JAMES & TERESA SPENCER
DRAWN NDE	CHECKED NDE
FIELD - NDE	
DRAWING NAME 220027	
PROJECT NO. 22-0027	
SHEET NO. 1 OF 1	



DEPARTMENT OF POLICE CITY OF QUINCY

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

March 25, 2022

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

RE: PURCHASE AND INSTALLATION OF SQUAD CAR EQUIPMENT

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to ask for your approval to purchase equipment and pay labor costs to have our four new squad cars up-fitted with the necessary equipment. Funding for this project was included in the Replacement of Four Front Line Patrol Squad Cars project included in the supplemental budget amendment that was approved by the Quincy City Council in January of this year.

When we purchase new squad cars they come stock from the factory, often with little emergency equipment installed. This is so individual departments can customize the vehicles as they see fit. Our front line police squad cars are equipped with emergency lights and siren, a custom center console to hold the computer, radio, and siren box, and a protective barrier and prison transport seat.

We recently went out for bid for pricing for equipment and labor to up-fit the four new squad cars that we were approved to purchase from Marrow Brothers of Greenfield, IL. We only received one bid for the up-fitting of these squad cars. This bid was submitted by Marrow Brothers of Greenfield, IL. The cost breakdown is as follows:

Front Line Squad Cars – Standard (3)	\$12,470 each	\$37,410 total
<u>Front Line Squad Car – Supervisor (1)</u>	<u>\$10,580</u>	<u>\$10,580 total</u>
		\$47,990 total

The price above is for three front line squad cars that will replace three existing vehicles dedicated to our patrol officers. A fourth front line squad car will replace the squad car dedicated to our patrol supervisors. This vehicle does not require a protective barrier or prisoner transport seat, which reduces the cost. We have reviewed the equipment included with this bid and have determined that it meets our requirements.

“Service – Pride – Dignity“

QUINCY POLICE DEPARTMENT
Mayor Mike Troup
Members of the Quincy City Council
March 25, 2022
Page 2

Over the last several years our fleet manager, Justin Boyd, has done the equipment installation for our new squad cars. The average cost of equipment per squad car is around \$8,500. Due to his other job duties, it usually takes Mr. Boyd at least a month per vehicle to complete the installation process. Marrow Brothers employs technicians dedicated to installation of equipment. It takes Marrow Brothers about three days to finish an install. The bid indicates 6 to 8 weeks to complete all four vehicles. The amount of time saved by outsourcing the installation of this equipment is significant. Mr. Boyd will continue to trouble shoot and fix any issues that come up after we take possession of the vehicles.

I am asking for approval to pay Marrow Brothers of Greenfield, IL \$47,990.00 for equipment and labor to equip four new Quincy Police Department squad cars. If you have any questions, please feel free to contact me. In my absence, you may also contact Deputy Chief Yates or Deputy Chief Pilkington. Thank you for your consideration of this request.

Sincerely,

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

Chief of Police

RAC/ay

Cc: Mayor Mike Troup
Mr. Jeff Mays, Director of Administration
Ms. Sheri Ray, Comptroller
Deputy Chiefs Yates and Pilkington
Ms. Mary Ann Ervin
Ms. Gail Newell

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 stock 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, Marrow 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 Car – Supervisor (1)	\$10,580	\$10,580
		<u>\$47,990 total; and</u>

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 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

March 28, 2022



DEPARTMENT OF POLICE CITY OF QUINCY

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

March 25, 2022

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

**RE: PREFERRED FAMILY HEALTHCARE, INC. DB A CLARITY HEALTHCARE
MEMORANDUM OF UNDERSTANDING WITH THE QUINCY POLICE
DEPARTMENT**

Dear Mayor Troup and Members of the Quincy City Council:

The purpose of this letter is to ask for your approval to sign another one year memorandum of understanding between Clarity Healthcare and the Quincy Police Department. This memorandum of understanding provides behavioral health support services for Quincy Police Officers to utilize when confronted with issues related to mental health. The cost of this professional service is \$850 a month, for a total cost of \$10,200 for FY 23. Funds have been allocated in the FY 23 budget to pay for this service.

Clarity Healthcare is a multifaceted agency that provides a variety of services to our community. Clarity employs mental health professionals who are available 24 hours a day to assist individuals suffering from behavioral health or substance abuse issues. The Quincy Police Department utilizes Clarity for a variety of situations.

When a Quincy Police Officer is called to the scene of an incident involving a person in mental health crisis they can call Clarity and have a mental health professional respond to the scene. Trained mental health professionals provide assistance with de-escalation, on site counseling, and/or referral for additional follow-up services. Clarity is also available to assist QPD officers with assessing persons in custody that threaten suicide to determine if they are fit for incarceration or require hospitalization. This saves valuable time that in the past would have had an officer spending hours in the Blessing Hospital Emergency Department.

Clarity Healthcare counselors are also available to respond to traumatic events. In the event of a suicide, child death, or other tragic incident, Clarity will respond to assist surviving family members with emotional support. Police Officers are often first on scene to these situations and are able to notify Clarity so immediate assistance can be provided.

“Service – Pride – Dignity“

QUINCY POLICE DEPARTMENT
Mayor Mike Troup
Members of the Quincy City Council
March 25, 2022
Page 2

Clarity also provides outreach for issues related to substance abuse. This outreach begins with Clarity providing the Quincy Police Department with free NARCAN (Naloxone) medication and training. QPD receives approximately \$3,000 worth of NARCAN from Clarity per year at no cost. Officers carry NARCAN on patrol and have used this medication dozens of times to reverse the effects of an opioid overdose; often saving the victim's life. After an overdose incident, Clarity will reach out to the victim and offer substance abuse counseling and additional services in an attempt to prevent a repeat occurrence.

The Quincy Police Department's Crisis Negotiations Team has used Clarity's mental health assessment services multiple times while attempting to resolve issues involving subjects in crisis. When called upon, Clarity will provide a trained counselor to respond to the scene to work with the crisis negotiators to come up with the best plan for a successful outcome. CNT members have used clarity on incidents involving suicidal subjects on the bridge as well as barricaded/suicidal suspects.

Calls for service involving mental health and substance abuse consumers continue to increase every year. Additionally, there is more and more scrutiny put on law enforcement agencies to ensure that the mental health needs of those we serve are being taken into consideration. The Quincy Police Department's partnership with Clarity Healthcare is vital to ensuring those needs are being met. We called Clarity on 12 occasions in FY 21. So far in FY 22 we have utilized Clarity services 20 times; a 60% increase.

I am asking for your approval to enter into another one year memorandum of understanding with Clarity Healthcare at a cost of \$850 a month (\$10,200 per year). If you have any questions or concerns, please do not hesitate to contact me. In my absence, you may also contact Deputy Chief Yates or Deputy Chief Pilkington. Thank you for your consideration of this request.

Sincerely, _____



Robert A Copley
Chief of Police

RAC/ay

Cc: Mayor Mike Troup
Mr. Jeff Mays, Director of Administration
Ms. Sheri Ray, Comptroller
Deputy Chiefs Yates and Pilkington
Sgt. Erica Scott
Ms. Mary Ann Ervin
Ms. Gail Newell

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 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

March 28, 2022

RESOLUTION

WHEREAS, the police department is now operating from at 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 received 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 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.

Mayor

ATTEST:

City Clerk

Resolution

WHEREAS, the Quincy Fire Department had 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 had 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 the permission to budget for 57 line firefighters; and,

NOW THEREFORE BE IT RESOLVED, that the Fire Chief, Fire Aldermanic Committee and 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
March 2022



CITY OF QUINCY

Department of Utilities & Engineering

Steven E. Bange, P.E.
Senior Project Engineer
City Hall – 730 Maine Street
Quincy, Illinois 62301-4048
(217)228-7731

MEMORANDUM

To: City Council & Administration

RE: 3/28/22 City Council Meeting

Fox Run West Culvert Replacement

Bids were opened on 3/9/22 for the replacement of the 5 foot diameter corrugated metal pipe culvert under Fox Run West & resurfacing of Fox Run West. The new culvert will be a 10' by 6' box culvert which triples the opening under the street and shall help reduce the flooding in the area.

4 bids were received from County Contractors, Million Construction D&L Excavating, & Laverdiere Construction.

The Engineers Estimate was: \$ 453,031.00

4 bids received:

D & L Excavating \$ 389,006.00

Laverdiere Const.: \$ 455,198.10

Million Construction: \$ 447,741.00

County Contractors: \$ 389,655.50

Funding for the project is to come from Capital & Water.



July 2020 flooding



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 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

March 28, 2022

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 is 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 & Engineering

March 28, 2022

ORDINANCE AUTHORIZING LOAN AGREEMENT

ORDINANCE NUMBER _____

AN ORDINANCE authorizing the City Quincy, Adams County, Illinois, to borrow funds from the Water Pollution Control Loan Program

WHEREAS, the City of Quincy, Adams County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of Article VII Section 6 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Quincy (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following:

Replacement of sewage pumps, modifications of structures and construction of conduits to increase sewage treatment capacity; construction of structures to prevent accumulations of floatable debris in receiving waters; and construction of structures to prevent river water from entering combined sewers

together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Quincy, which Project has a useful life of 30 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is \$9,000,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Quincy from

the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Quincy is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of \$9,000,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Quincy shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Quincy and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Quincy of Adams, County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Quincy to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Quincy in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$9,000,000.

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan

Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Quincy may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Quincy to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF City of Quincy

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Quincy pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City of Quincy within the meaning of any constitutional or statutory limitation.

SECTION 5. APPLICATION FOR LOAN

The MAYOR is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 6. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. OUTSTANDING BONDS

The City of Quincy has outstanding bonds that are payable from revenues of the system but the outstanding bonds are not senior to, but on parity with, the loan authorized by this Ordinance.

SECTION 8. AUTHORIZATION OF [MAYOR/PRESIDENT] TO EXECUTE LOAN AGREEMENT

The MAYOR is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the MAYOR for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 9. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 10. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PASSED by the Corporate Authorities on

_____, 2022.

APPROVED _____, 2022

Mayor
City of Quincy
Adams County, Illinois

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in the _____ on _____, 2022.

RECORDED in the City of Quincy Records on _____, 2022.

ATTEST:

City Clerk
City of Quincy
Adams County, Illinois

CERTIFICATION

I, Virginia Hayden, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Quincy. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as _____, passed by the City Council of the City of Quincy on the _____ day of _____, 2022, and approved by the Mayor of the City of Quincy on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Quincy.

Dated this _____ day of _____, 2022.

Clerk of the City of Quincy

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 & 4th 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 & 4th 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
THERETO**

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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- A. PACE Area**
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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.

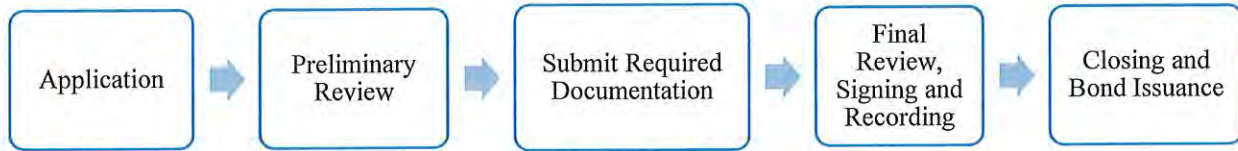
Other Statutory Underwriting Requirements. The Illinois PACE Act prescribes statutory underwriting criteria that each applicant must satisfy. The record owner must provide evidence of the following:

- 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	
Application	<ul style="list-style-type: none"> ▪ 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"> - A description of the proposed Energy Project to be installed or modified - A legal description of the eligible property to which the proposed Energy Project will be installed
Preliminary Review	<ul style="list-style-type: none"> ▪ 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. ▪ The preliminary approval will be subject to verification of all eligibility requirements on or before the closing of the Assessment
Submit Required Documentation	<ul style="list-style-type: none"> ▪ The record owner will be required to: <ul style="list-style-type: none"> - Obtain an acceptable property appraisal, if a current one does not exist - Obtain an assessment of the existing conditions and modeling of expected monetary savings for the proposed Energy Project - Acquire a financial commitment from a capital provider, with assistance from the Program Administrator (if needed) - Provide lien holders with notice of intent, and obtain lender consent, to enter into an Assessment Contract with the City - Submit any other information and documentation requested by the Program Administrator
Final Review, Signing and Recording	<ul style="list-style-type: none"> ▪ The Program Administrator will review all the required information and documentation submitted by the record owner ▪ 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 ▪ Assessment contract will be recorded in the land records after execution
Closing and Bond Issuance	<ul style="list-style-type: none"> ▪ 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.

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 th 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 th 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

* **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

If to Record Owner:

With a copy to

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	\$[_____]
Assessment Amount	\$[_____]

[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].² 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

² **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: \$[_____]³

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.

³ *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 th 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 th 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
THERETO**

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, BE I T O RDAINED BY T HE 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 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 th 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 th 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 21, 2022

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

The following members were physically present:

Ald. Fletcher, Entrup, Bergman, Mays, Freiburg, Farha, Sassen, Rein, Mast, Reis, Awerkamp, Uzelac, Holtschlag. 13.

Absent: Ald. Bauer. 1.

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

The minutes of the regular meeting of the City Council held March 14, 2022, were approved as printed on a motion of Ald. Entrup. Motion carried.

Legal Counsel: Assistant Corporation Counsel, Bruce Alford.

The City Clerk presented and read the following:

PUBLIC FORUM

Jason Priest spoke to the council.

PETITIONS

Special Event Application from Quincy Medical Group requesting permission to hold the 22nd annual Bridge the Gap to Health Race on May 14, 2022. The run/walk event consists of 5K, 10K, and half marathon routes that begin and end at Clat Adams Park. The race routes do not require the closure of either bridge or State right-of-way. The applicant requests the closure of the following streets and that the City provides barricades for the closures: Street Closures 4:00 a.m. to 12:00 p.m. Bonansinga Dr., Broadway to Cedar St., Broadway, Bonansinga Dr. to 3rd St., Vermont St., Front to 3rd St., Hampshire St., Front to 3rd St., Front St., Jersey St. to Broadway, 2nd St., Jersey to Spring St. and Street Closures 7:00 a.m. to 12:00, 2nd St., Spring to Elm St., Cedar St., Bonansinga Dr. to 3rd St., Bonansinga Dr., Cedar St. to Kochs Lane. Applicant also requests “no parking” signs be placed on the race routes from 5:00 p.m. on May 13th through 1:00 p.m. on the day of the event. Applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

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

Special Event Application from On the Rail, 129 South 4th St., requesting permission to hold a Quincy Summer Kick-off event on May 28, 2022, between the hours of 12:00 p.m. and 12:00 a.m. Applicant requests the closure and use of the following streets, alley, and property on the day of the event: Maine St., 4th to 5th St., alley adjacent to 129 S. 4th St., and Newcomb Lot, corner of 4th and Maine St. Applicant requests that “No Parking” signs be placed on both sides of Maine St. between 4th and 5th St. on the afternoon of May 27, 2022. Applicant also requests that liquor ordinances be waived to allow for the consumption and possession of liquor on a public street, permitting open liquor to leave the licensed premises, and selling liquor outside the licensed premises. The Quincy Police Department has approved the requests to the waive liquor ordinances and Live Entertainment/Public Gathering License. The applicant requests permission to assemble a stage for live entertainment on Maine Street near the City-owned Newcomb lot. Approval for the assembly of the stage is recommended pending an inspection of the structure by the Quincy Fire Department once the stage is in place and prior to the start of the event. Applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Holtschlag moved the prayer of the petition be granted and the proper authorities notified and on the roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Mays, Freiburg, Sassen, Reis, Awerkamp, Uzelac, Holtschlag. 10. Nays: Ald. Farha, Rein, Mast. 3. Absent: Ald. Bauer. 1. Motion carried.

Special Event Application from On the Rail located at 129 South 4th St., requesting permission to hold the Gem City Music Concert on Saturday, June 18, 2022, between the hours of 12:00 p.m. and 12:00 a.m. Applicant requests the closure and use of the following streets, alley, and property on the day of the event: Maine St., 4th to 5th St., alley adjacent to 129 S. 4th St., and Newcomb Lot, corner of 4th and Maine St. Applicant requests that “No Parking” signs be placed on both sides of Maine St. between 4th and 5th St. on the afternoon of June 17, 2022. Applicant also requests that liquor ordinances be waived to allow for the consumption and possession of liquor on a public street, permitting open liquor to leave the licensed

premises, and selling liquor outside the licensed premises. The Quincy Police Department has approved the requests to the waive liquor ordinances and Live Entertainment/Public Gathering License. The applicant requests permission to assemble a stage for live entertainment on Maine Street near the City-owned Newcomb lot. Approval for the assembly of the stage is recommended pending an inspection of the structure by the Quincy Fire Department once the stage is in place and prior to the start of the event. Applicant has submitted all required documentation and approval is recommended by the Department of Utilities & Engineering.

Ald. Holtschlag moved the prayer of the petition be granted and the proper authorities notified and on the roll call the following vote resulted: Yeas: Ald. Fletcher, Entrup, Bergman, Mays, Freiburg, Reis, Awerkamp, Uzelac, Holtschlag. 9. Nays: Ald. Farha, Sassen, Rein, Mast. 4. Absent: Ald. Bauer. 1. Motion carried.

MAYOR'S APPOINTMENTS

By Mayor Michael A. Troup making the appointments of Alderman Dave Bauer and Rick Ehrhart to the Riverfront Development Corp. Committee.

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

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF SECTION 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 *et seq.*

to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF QUINCY D/B/A QUINCY TRANSIT LINES

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2023 for the purpose of offsetting a portion of the Public Transportation Program operating deficits of the City of Quincy d/b/a Quincy Transit Lines.

Section 2. That while participating in said operating assistance program, the City of Quincy d/b/a Quincy Transit Lines will provide all required local matching funds.

Section 3. That the Mayor of the City of Quincy d/b/a Quincy Transit Lines, Quincy City Council is hereby authorized and directed to execute and file on behalf of City of Quincy d/b/a Quincy Transit Lines such application.

Section 4. That the Mayor of the City of Quincy d/b/a Quincy Transit Lines, Quincy City Council is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That the Mayor of the City of Quincy d/b/a Quincy Transit Lines, Quincy City Council is hereby authorized and directed to execute and file on behalf of the City of Quincy d/b/a Quincy Transit Lines a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2023.

Section 6. That the Mayor of the City d/b/a Quincy Transit Lines, Quincy City Council is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2023.

PRESENTED and ADOPTED this 21st day of March, 2022.

Signed By:

Michael A. Troup, Mayor

ATTESTED:

Laura Oatman, City Clerk

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

RESOLUTION

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF QUINCY D/B/A QUINCY TRANSIT LINES:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, the City of Quincy d/b/a Quincy Transit Lines hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interest of employee affected by such assistance.

PASSED by the Quincy City Council on the 21st day of March, 2022.

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

RESOLUTION

Resolution authorizing application for a Capital Assistance Grant for paratransit vehicle(s) under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation and specialized transportation for seniors and individuals with disabilities is essential to the development of a safe, efficient, functional transportation system; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes paratransit vehicles available to private non-profits, general public transportation systems or IDOT Certified Public Provider transportation systems providing specialized paratransit service; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE City Council for the City of Quincy d/b/a Quincy Transit Lines

Section 1. That an application be made to the Office of Intermodal Project Implementation (OIPI), Department of Transportation, State of Illinois, for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of off-setting certain public transportation facility capital costs of City of Quincy d/b/a Quincy Transit Lines.

Section 2. That Mayor of the City of Quincy Transit Lines is hereby authorized and directed to execute and file on behalf of the City of Quincy d/b/a Quincy Transit Lines such application.

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

Section 4. That the Mayor of the City of Quincy is hereby authorized and directed to execute and file on behalf of the City of Quincy d/b/a Quincy Transit Lines all required Grant Agreements with the Illinois Department of Transportation.

PRESENTED and ADOPTED the 21st day of March, 2022.

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

RESOLUTION

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

WHEREAS, the City of Quincy has VMware Host servers which have reached end of service life; and,

WHEREAS, the City of Quincy has an IBM v3700 SAN which will reach end of service life on 12/31/2022; and,

WHEREAS, SHI was awarded the HPE State of Illinois Contract pricing for the City of Quincy directly from Hewlett-Packard Enterprise; and,

WHEREAS, SHI worked with HPE on additional pricing discounts for this project for the City of Quincy directly from Hewlett-Packard Enterprise; and,

WHEREAS, the special pricing is based upon grouping the equipment from both proposals; and,
WHEREAS, the funding for this project was approved by City Council at the January 24th, 2022, adoption of the Supplemental Ordinance concerning excess budget dollars; now

THEREFORE BE IT RESOLVED, the IT Manager and the Technology Committee recommend to the Mayor and City Council that the normal bidding requirements be waived and the quote from SHI in the amount of \$175,000.00 be accepted for the purchase of the 5 HPE DL360 Gen 10 VMware Host Server replacement server and for the HPE Nimble SAN to replace the IBM v3700 SAN.

Corey Dean
IT Manager

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

**A RESOLUTION ACCEPTING A GRANT FROM THE
ILLINOIS HOUSING DEVELOPMENT AUTHORITY'S STRONG COMMUNITIES PROGRAM.**

WHEREAS, the City of Quincy (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed Fifty Thousand and NO/100 Dollars (\$50,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Recipient (the "Signatories") are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient, the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Signatories are hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PASSED BY THE CITY OF QUINCY CITY COUNCIL, STATE OF ILLINOIS AND APPROVED BY ITS MAYOR
THIS 22nd DAY OF MARCH, 2022.

SIGNED: Michael A. Troup, Mayor
ATTEST: Laura Oakman, City Clerk

Ald. Bergman 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, the Quincy Police Department considers officer safety one of its highest priorities; and
WHEREAS, officer-involved shootings are dynamic, spontaneous situations that can occur at any time without warning; and

WHEREAS, the wearing of ballistic vests, or body armor, has been cited as a major factor in the reductions of police officer shooting fatalities; and

WHEREAS, the Quincy Police Department's Emergency Response Team (ERT) is tasked with responding to and resolving high risk situations that carry an increased probability of encountering armed, violent subjects; and

WHEREAS, some of the enhanced Level IIIA body armor currently worn by members of our ERT is more than five years expired; and

WHEREAS, the police department went out for bid for five tactical ballistic vests and ballistic plates;

WHEREAS, Streicher's of Minneapolis, MN, was the only company to submit a bid at a cost of \$13,695.00; and

WHEREAS, funds for this purchase were approved in the January supplemental budget amendment under the Tactical and Firearms Equipment and Ammunition project; now

THEREFORE BE IT RESOLVED, the Chief of Police and the Police Aldermanic Committee recommend to the Mayor

and City Council that the Police Department purchase five Safariland Shift 360 Level IIIA tactical vests and ballistic plates from Streicher's of Minneapolis, MN, for a total cost of \$13,695.00.

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 City of Quincy currently has a fuel contract with Energy Petroleum Company that expires March 31, 2022; and

WHEREAS, the City has requested proposals from suppliers for gasoline and diesel fuel for all City vehicles; as well as the delivery of fuel to the Quincy Municipal Airport, Central Fire Station, and the Waste Water Treatment Plant; and

WHEREAS, sixteen (16) organizations downloaded the proposal packet and the City received one (1) proposal; and

WHEREAS, the Director of Central Services and the Central Services Committee, the Director of Administrative Services, the Fire Chief, the Director of Utilities & Engineering and the Purchasing Agent have reviewed the proposal from Energy Petroleum Company and found it to be advantageous for the City; now

THEREFORE BE IT RESOLVED, that the Purchasing Agent recommends to the Mayor and City Council that the proposal from Energy Petroleum Company be accepted for a three year contract at \$.075 above Energy Petroleum Company's delivered cost and for fuel delivery at a cost of \$.095/gallon delivery margin starting on April 1, 2022, and ending March 31, 2025.

Mary-Ann Ervin
Purchasing Agent

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

RESOLUTION

WHEREAS, the City of Quincy recently requested quotes for the replacement of the deteriorating concrete stairwell located at the southwest corner of the City Hall Plaza; and,

WHEREAS, the following quotes were received:

Niemann General Contracting (Quincy, Illinois)	
Removal and Replacement of Concrete Stairs	\$22,825.00
FSI Industries (West Greenwich, Rhode Island)	
Stairwell Fabrication – No Installation	\$15,291.72
Awerkamp Machine Company (Quincy, Illinois)	
IBC Compliant Stairs Fabrication – No Installation	\$ 8,950.00

WHEREAS, the Director of Utilities and Engineering has reviewed these quotes and finds the low quote from Awerkamp Machine Company for the fabrication of galvanized steel stairs to be acceptable; and,

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

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering and the City Hall Committee recommend to the Mayor and Quincy City Council that the low quote from Awerkamp Machine Company of Quincy, Illinois, in the amount of \$8,950.00 be accepted.

Jeffrey Conte, P.E
Director of Utilities & Engineering

Ald. Rein moved for the adoption of the resolution, seconded by Ald. Mast, 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 Spring Street, 2nd to 3rd Streets and 2nd Street, Spring to College Streets Reconstruction Project which includes new PCC pavement, curb and gutters, storm sewer, sidewalks, and watermain replacement;

WHEREAS, the following bids were received:

D&L Excavating Liberty, Illinois	\$2,242,919.50
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Laverdiere Construction, Inc. Macomb, Illinois	\$1,798,213.20
Million Construction Quincy, Illinois	\$1,638,647.00
Rees Construction Company Quincy, Illinois	\$1,585,627.73
Engineer's Estimate	\$1,827,160.00

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, Water Fund, and Sewer 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, the Utilities Committee, and the Central Services Committee recommend to the Mayor and Quincy City Council that the low bid from Rees Construction Company of Quincy, Illinois, in the amount of \$1,585,627.73 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. Entrup, and on the roll call each of the 13 Aldermen voted yea, with 1 absent. Motion carried.

RESOLUTION

WHEREAS, the City of Quincy owns properties, including landfill areas and wastewater treatment facilities that are host to, or are capable of hosting native fauna and flora species; and,

WHEREAS, the City strives to protect the environment and maximizing its green spaces and preserving wildlife habitat is a desired goal; and,

WHEREAS, the Mississippi Valley Hunters and Fishermen's Association (MVHFA), an Illinois not for profit corporation, has the assets and expertise required to protect the environment and maximize green spaces and wildlife habitat; and,

WHEREAS, the City of Quincy and Mississippi Valley Hunters and Fishermen's Association desire to enter into a Memorandum of Understanding allowing the MVHFA access to Quincy Municipal Landfills 2/3 and 4 to develop, implement and manage a plan to protect and preserve the properties and their wildlife habitats;, and,

WHEREAS, the Memorandum of Understanding and wildlife habitat preservation plan will be done without any cost to the City of Quincy.

NOW, THEREFORE BE IT RESOLVED, that the Director of Utilities and Engineering recommends to the Mayor and Quincy City Council that the City enter into a Memorandum of Understanding with the Mississippi Valley Hunters and Fishermen's Association for the preservation of green spaces and wildlife habitats at Municipal Landfills 2/3 and 4 and that the Mayor be authorized to sign necessary documents. Said Memorandum of Understanding is attached hereto.

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

Ald. Entrup 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, the City of Quincy partnership with Quincy Medical Group (QMG) Employee Clinic was restructured January 1st, 2022; and,

WHEREAS, the same original 100% covered services will remain the same with no charge for employees and their dependents who are covered on our Blue Cross Blue Shield health insurance but all charges will be submitted to BCBS and the secondary HRA to achieve the 100% coverage; and,

WHEREAS, QMG had cooperated in adjusting the pricing and method of billing to create a certainty savings for the City by fully integrating with the secondary HRA benefit to produce immediate and lasting savings compared to the prior contract; and,

WHEREAS, the estimated additional concession savings from QMG is \$55,000 per year.

NOW THEREFORE BE IT RESOLVED, that the HR Manager recommends Council approval of the 2022 QMG Clinic Contract with the City of Quincy with these additional savings.

Ald. Rein moved to amend the resolution by modifying Section 5. a. Term and stating “The initial term of this Agreement shall be two years and commence on the Effective Date and shall remain in effect until December 31, 2023, unless terminated earlier for cause.” Motion carried.

Ald. Rein moved for the adoption of the resolution, as amended, seconded by Ald. Sassen, 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 Amending The District Map Which Is Made A Part Of Section 162.002 Of The Municipal Code Of The City Of Quincy Of 2015 (Re-zoning of 4701-4729 Broadway Street).

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

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

ORDINANCE

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

REPORT OF FINANCE COMMITTEE

Quincy, Illinois, March 21, 2022

	Transfers	Expenditures	Payroll
City Hall.....		1,106.30	33,012.09
Planning & Dev.....	16,200.00		
9-1-1.....	3,000.00		
Building Maintenance.....		3,872.20	
Comptroller.....		0.00	11,502.28
Legal Department.....		0.00	8,905.92
Commissions.....		450.00	634.60
IT Department.....		0.00	8,070.54
Police Department.....		220,628.15	245,175.32
Fire Department.....		268,791.35	182,222.14
Public Works.....		1,474.70	42,908.71
Engineering.....		26,122.40	19,878.36
GENERAL FUND SUBTOTAL	19,200.00	522,445.10	552,309.96
Planning and Devel.....		1,068.84	21,394.75
911 System.....		0.00	36,583.13
Traffic Signal Fund.....		1,125.41	
Transit Fund.....		1,179.77	70,573.58
Capital Projects Fund.....		9,000.00	
Special Capital Funds.....		95.00	
Water Fund.....		152,321.97	83,836.57
Sewer Fund.....		90,334.70	16,326.95
Quincy Regional Airport Fund.....		11,939.50	11,510.13
Regional Training Facility.....		539.47	
Garbage Fund.....		16,168.41	13,117.30
Recycle Fund.....		79.75	8,656.27
Central Garage.....		9,931.07	22,534.67
Self Insurance.....		5,991.00	4,365.04
Sister City Commission Fund.....		358.50	
Animal Rescue Trust.....		200.00	
BANK 01 TOTALS	19,200.00	822,778.49	841,208.35
Motor Fuel Tax.....		4,366.06	
ALL FUNDS TOTALS	19,200.00	827,144.55	8 41,208.35

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.

MOTION

Ald. Entrup moved to allow a dumpster on city right-of-way at 233 Locust starting tomorrow for 2 weeks. Motion carried.

The City Council adjourned at 7:37 p.m. on a motion of Ald. Holtschlag. Motion carried.

LAURA OAKMAN
City Clerk



**PERSONNEL
COMMITTEE MEETING NOTICE**

Monday, March 28, 2022
5:30 PM

A Personnel Committee meeting will be held Monday, March 28th, 2022 in the Caucus Conference Room of City Hall at 5:30 p.m.

Agenda

1. Call Meeting to Order
2. Approval of Minutes
3. Public Comment (3 minutes)
4. EXECUTIVE SESSION—per 5 ILCS 120/2(c)(1) Personnel
5. GovHR Results
6. Life Insurance RFP
7. Cell Phone Policy Update
8. Late Additions

Respectfully submitted,

Carrie Potter
Human Resources Manager



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 March 28, 2022

6:35 pm

City Hall Caucus Room

AGENDA:

- 1) Approval of Previous Meeting Minutes from Feb 22, 2022
- 2) Establishing PACE for Sunset Home new facility property
- 3) Other/New Business
- 4) Public Comment

Distribution:

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

**Finance Committee Minutes
City Hall Council Chambers
February 22, 2022**

Members present: Chairman Farha, Aldermen Rein, Holtschlag, Sassen, Reis
Aldermen present: Fletcher, Bauer, Bergman, Freiburg, Entrup,
Others present: Sheri Ray, Jeff Mays, Mayor Troup, Bruce Alford, Chuck Bevelheimer, Jason Parrott
Media present: WTAD-Scott Hardy and Whig-Drew Zimmerman

Chairman Farha called meeting to order at 6:17 p.m.

- 1) The minutes from the previous meeting on January 24, 2022 were approved/seconded by Rein/Sassen. All in favor, motion carried.
- 2) ARPA Resolution. Sheri presented information on the resolution to request a new capital projects fund for the American Rescue Plan Act (ARPA) funding. Alderman Sassen made a motion to recommend resolution to council, second by Holtschlag. All in favor, motion carried.
- 3) Redevelopment and Sales Tax Agreement. The Mayor gave a preliminary introduction of the actions that have progressed between the GMX Real Estate Group from Northbrook IL and the City officials who have been working to fill the vacant K-Mart building. Farha mentioned the Site Plan- Exhibit B that was shared with the council and that he would be requesting an amendment to the resolution on the council floor. Chuck Bevelheimer introduced Andrew Goodman and Kevin Mottlowitz, who have formed Quincy Development Partners, LLC and they spoke of the work that has led them to Quincy and the property to be developed. Questions/Discussions followed. Alderman Rein made a motion to recommend the Resolution to enter into the redevelopment/sales tax agreement, second by Reis. All in favor, motion carried.
- 4) Other business. Sheri asked if any alderman had questions concerning the Supplemental Budget Ordinance that was presented for first reading on February 14, 2022 for Central Garage and Recycle Fund. There were no questions and no other new business.
- 5) No public comment.

Meeting adjourned at 6:42 p.m.


Sheri Ray, Comptroller



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

Tuesday, March 29, 2022
7:30 AM

A meeting of the Fire & Police Commission will be held Tuesday, March 29, 2022, in the Council Chambers in City Hall (730 Maine St, Quincy, IL 62301) at 7:30 a.m.

Agenda

1. Call Meeting to Order/Roll Call
2. Public Comment (3 minutes)
3. Approve Minutes of Last Meeting
4. Old Business –
 - a. Discuss police chief search requirements and logistics
 - b. Review drafts of police chief search logistics (city tour, luncheon and interview itineraries)
5. New Business –
 - a. Discuss revised Commission monthly meeting day and time
 - b. Discuss and sign QPD leave of absence memo (EXECUTIVE SESSION: Regarding Personnel Matters, pursuant to the Open Meetings Act of 5 ILCS 120/2(c)(1).)
 - c. Review and discuss IACP police chief recommended five finalists (EXECUTIVE SESSION: Regarding Personnel Matters, pursuant to the Open Meetings Act of 5 ILCS 120/2(c)(1).)
 - d. 8:30 a.m. – 9:00 a.m. Discussion with the Mayor regarding the police chief five finalists and stakeholder interview group (EXECUTIVE SESSION: Regarding Personnel Matters, pursuant to the Open Meetings Act of 5 ILCS 120/2(c)(1).)
6. Adjournment

Respectfully submitted,

Alyssa Ramsey
Commission Secretary

Quincy Riverfront Master Plan Steering Committee

Thursday, April 7th, 2022

5.30 p.m.

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



AGENDA

- 1) Call the Meeting to Order**
- 2) Approval of December 2nd, 2021 Meeting Minutes**
- 3) Appointment of 3 At Large Members to the Riverfront Development Corporation**
- 4) Draft Riverfront Development Corporation By-Laws**
- 5) Status of Riverfront Electrical Line Burial Project**
- 6) Public Comment**
- 7) Adjourn**