



# MOLINE CITY COUNCIL AGENDA

Tuesday, December 9, 2014

6:30 p.m.

(Immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Liddell

Roll Call

Consent Agenda

All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
[REDACTED]		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and City Council Meeting Minutes of December 2, 2014.

Second Reading Ordinances

**1. Council Bill/General Ordinance 3031-2014**

**An Ordinance making Appropriations for Corporate Purposes for the Fiscal Year beginning January 1, 2015 and ending December 31, 2015.**

**Explanation:** This is the annual Appropriation Ordinance which is required to be passed by State Statute. This Ordinance allows the City to expend funds during the fiscal year 2015.

**Fiscal Impact:** This Ordinance is necessary as an authorization granted by the City Council to make expenditures and to incur obligations during the fiscal year 2015.

**Public Notice/Recording:** Public Notice/File with the County Clerk

**2. Council Bill/Special Ordinance 4051-2014**

**A Special Ordinance authorizing the Mayor and City Clerk to execute an extension of a lease agreement with Café Du Monde, L.L.C., dba Dewey’s Copper Café, permitting a portion of the Moline Public Library at 3210 41<sup>st</sup> Street, to be utilized as a coffee shop.**

**Explanation:** The City, by and through the Library Board of Directors, has previously entered into a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café permitting a portion of the library facility at 3210 41<sup>st</sup> Street to be utilized as a coffee shop. Both parties would like to extend and renew this lease for a one-year period, through 2015. The rent that the City collects will continue to be in the amount of \$500.00 per month. The Library Board has approved the terms of this lease.

**Fiscal Impact:** \$500.00 per month rent payment

**Public Notice/Recording:** N/A

**3. Council Bill/Special Ordinance 4052-2014**

**A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and Liongazelle Properties, LLC, to be known as “Hoa-Lan Redevelopment.”**

**Explanation:** The City of Moline wishes to execute a performance-based Development Agreement with LionGazelle Properties, LLC in order to facilitate the redevelopment of the property located at 1611 5<sup>th</sup> Avenue, to be known as Hoa-Lan Redevelopment. The Project Management Team (PMT) recommended that the project be submitted to City Council and no Design Build Management Team (DBMT) was necessary.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

### **Resolutions**

#### **4. Council Bill/Resolution 1168-2014**

**A Resolution declaring four 100 foot sections of rubber jacketed fire hose as surplus property and authorizing the Finance Director to dispose of said surplus property.**

**Explanation:** The four existing 100 foot sections of rubber jacketed fire hose from the Moline Fire Department are new and have not yet been placed into service. They were found to be inferior to the nylon jacketed hose that the Department currently uses. The City's current fire hose vendor has offered to find a buyer for this hose so the City can recoup the money that was spent purchasing it. The City will then use the proceeds from the sale to replace some of the 5 inch hose that has reached the end of its service life. The estimated value of the hose is \$400 per section. Authorization needs to be given to dispose of this surplus item through the legal disposal process that is most advantageous to the City whether sealed bid, auction, negotiation or otherwise.

**Fiscal Impact:** Potential Revenue for General Fund

**Public Notice/Recording:** N/A

#### **5. Council Bill/Resolution 1169-2014**

**A Resolution adopting a budget for corporate purposes for the Fiscal Year 2015.**

**Explanation:** This resolution adopts the Fiscal Year 2015 Budget. The budget provides the guidelines for incurring expenditures, financial reports and fiscal controls during the year.

**Fiscal Impact:** In conjunction with the Appropriations Ordinance, the budget estimates revenues available to the City during the fiscal year and also includes expenditures for each department of the City. All estimates conform to sound fiscal management practices.

**Public Notice/Recording:** Finance Department will file with County Clerk within 30 days of passage.

#### **6. Council Bill/Resolution 1170-2014**

**A Resolution authorizing the approval of the renaming of the 41<sup>st</sup> Drive Connector; and authorizing City staff to do all things necessary in working with the Illinois Department of Transportation to complete the renaming of the 41<sup>st</sup> Drive Connector.**

**Explanation:** The new street and bridge constructed over John Deere Road west of 38th Street was named and signed as the "41st Drive Connector" by the Illinois Department of Transportation (IDOT). This designation does not match the City of Moline's existing street network and causes confusion to emergency responders and residents. IDOT will rename the street and install new signage upon receipt of a Resolution designating the desired street names as passed by the Moline City Council. City staff recommends the north/south section south of 38th Avenue be designated as "35th Street from 38th – 40th Avenues," the east/west section west of 38th Street be designated as "40th Avenue from 35th – 38th Streets," and the southwestern stub leading to the trailer park and Rock Island County parcels be designated as "40th Avenue Place."

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

#### **7. Council Bill/Resolution 1171-2014**

**A Resolution authorizing the Mayor and City Clerk to execute a Purchase Agreement between the City of Moline and Republic Electric to allow the City of Moline to purchase decorative Lumec street lights.**

**Explanation:** A total of \$80,000 is included in the 2014 Moline Centre budget to continue replacing the aging, deteriorated decorative street lights in downtown Moline. Republic Electric proposes to supply new street lights

to the City for \$5,860 each. Funds are available to allow the purchase of nine lights in 2014. These nine lights will total \$52,740. A proposed purchase of additional lights will come before City Council in 2015.

**Fiscal Impact:** Funds are available in account #010-0828-423.08-60

**Public Notice/Recording:** N/A

**8. Council Bill/Resolution 1172-2014**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1229, 12<sup>th</sup> Avenue Bridge Expansion Joint Replacement.**

**Explanation:** The 2015 Capital Improvement Program includes the replacement of the expansion joints on the 12<sup>th</sup> Avenue Bridge over 15<sup>th</sup> Street. City staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$35,640.00.

**Fiscal Impact:** Funds are budgeted in Account #510-9965-438.08-20

**Public Notice/Recording:** N/A

**9. Council Bill/Resolution 1173-2014**

**A Resolution authorizing the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1228, 16<sup>th</sup> Street Viaduct Connection Replacement.**

**Explanation:** The 2015 Capital Improvement Program includes the replacement of the pin-and-link joints on the 16<sup>th</sup> Street Viaduct. City staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$21,480.00.

**Fiscal Impact:** Funds are budgeted in Account #510-9965-438.08-20

**Public Notice/Recording:** N/A

OMNIBUS VOTE		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

**Omnibus Vote**

**Non-Consent Agenda**

**Resolutions**

**10. Council Bill/Resolution 1174-2014**

**A Resolution authorizing the Mayor and City Clerk to execute a Purchase Agreement between the City of Moline and Precision Midwest to allow the City of Moline to purchase a Trimble S6-3” Robotic Total Station.**

**Explanation:** The Engineering Division’s surveying workload continues to grow with the requirements of the Americans with Disabilities Act, the increased number of capital projects due to the Utility Tax funds, and requests for survey work from other Departments. The workload now requires that Engineering regularly utilize two sets of electronic surveying equipment. Engineering currently has two total stations. The primary unit was purchased in 2003 and the secondary unit was purchased in the mid-1990s. The secondary unit is well beyond its useful life, is no longer accurate or reliable, and is no longer supported by the manufacturer. Staff has investigated replacement options and proposes to replace the secondary unit with a Trimble S6-3” Robotic Total Station from Precision Midwest for \$39,355.50. This unit allows for a one-man survey crew which provides greater efficiencies and allows existing staff to accomplish more work at lower labor costs.

**Fiscal Impact:** Funds are not budgeted for this purchase, however, sufficient funds are available in the Engineering performance center due to retirements and unfilled vacant positions

**Public Notice/Recording:** N/A

CB 1174		
Council Member	Aye	Nay
Liddell		
Acri		
Knaack		
Parker		
Zelnio		
Turner		
Schoonmaker		
Mayor Raes		

## **First Reading Ordinances**

### **11. Council Bill/General Ordinance 3032-2014**

**A Special Ordinance requesting the County Clerk to not extend 2014 taxes for payment of all principal and interest on City of Moline General Obligation Corporate Purpose Bonds.**

**Explanation:** Annually, the City of Moline instructs the County Clerk not to extend property taxes for municipal bonds. Principal and interest on all City General Obligation Bonds are paid from other revenue sources. The 2014 abatement ordinance must be filed with the County Clerk by the last day of January 2015. Additional documentation attached.

**Fiscal Impact:** This ordinance must be passed and filed or the County Clerk will extend additional property taxes for 2014 collectible 2015 tax bills.

**Public Notice/Recording:** Finance Department will record with the County Clerk.

### **12. Council Bill/General Ordinance 3033-2014**

**An Ordinance Amending Chapter 35, "ZONING AND LAND DEVELOPMENT", of the Moline Code of Ordinances, Article III, Division 4, "LAND USE REGULATIONS", Table 35-3401.1.**

**Explanation:** An application to revise the Code was submitted by Roberta Milas and Robert E. Edwards, RWE Management Company to revise the text in Table 35-3401.1 by adding Animal Boarding Services land uses as a Special Use in the B-3 Zoning District. The Plan Commission has reviewed said application and recommends approval of the proposed amendments. Additional documentation attached.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Public Notice Published October 23, 2014

### **13. Council Bill/General Ordinance 3034-2014**

**An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter.**

**Explanation:** The City's Committee-of-the-Whole and City Council meetings are held on the first four Tuesdays of each month beginning at 6:30 p.m.; there are no meetings on the fifth Tuesday of the month and there are exceptions to this schedule for holidays and the months of June, July and August. The number of meetings per year is 43. The Mayor has indicated that he has had difficulty filling vacancies for alderman positions due to the time commitment involved and the low compensation plan, and the Mayor and City staff have determined that some of the meetings have been extremely short in duration and not necessarily time efficient. In an effort to be more efficient, the Mayor and staff propose reducing the number of meetings from 43 per year to 36 (three per month) per a set yearly meeting schedule.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Pamphlet Publication

### **14. Council Bill/General Ordinance 3035-2014**

**An Ordinance amending Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2106 and 2-2205 in their entirety and enacting in lieu thereof new Sections 2-2106 and 2-2205 relating to the same subject matter.**

**Explanation:** Under the current ordinance, Aldermen are paid \$100 per meeting actually attended with six paid absences per year. This per-meeting compensation plan, established 1994, does not accurately represent the time spent performing aldermanic duties outside of City Council meetings. City staff has determined that a conversion to an annual salary paid on a bi-weekly basis would not only be a better representation of time spent, but would also be easier for payroll purposes. Furthermore, staff is proposing a slight reduction in the number of City Council meetings to be held, and this change would keep the overall compensation of \$4,600 the same, as it is against State law to increase or decrease the compensation to an elected official during his or her term of office. Staff also recommends raising the salary of each alderman to \$8,000 per municipal year, commencing with the new term of office in May 2017, to more accurately reflect the time spent performing aldermanic

duties. Given these proposed changes, an enforcement mechanism should be established to ensure that aldermen attend the regular and special City Council meetings without excessive absenteeism that may cause delay in conducting government business. Excessive absenteeism will be an absence from more than five City Council meetings per municipal year; after five absences within a municipal year, an alderman will be assessed an administrative fee of \$100 per absence and, effective May 2, 2017, \$222 per absence, with said amount to be paid to the City to defray the cost of delay caused by such absenteeism and the cost of compelling such attendance.

**Fiscal Impact:** N/A  
**Public Notice/Recording:** Pamphlet Publication

#### **15. Council Bill/General Ordinance 3036-2014**

**An Ordinance amending Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter. (Kathy Carr, Finance Director)**

**Explanation:** This Ordinance amendment will allow the City to begin collecting the motor fuel tax on biodiesel and compressed natural gas effective January 1, 2015. This Ordinance was enacted May 25, 1986 when biodiesel and compressed natural gas were not as prevalent as they are today.

**Fiscal Impact:** This Ordinance is necessary as an authorization granted by the City Council to make expenditures and to incur obligations during the fiscal year 2015.

**Public Notice/Recording:** Public Notice/File with the County Clerk

#### **16. Council Bill/Special Ordinance 4053-2014**

**A Special Ordinance authorizing the Fleet Manager to purchase commodity loads of fuel for the Public Works central fueling facility up to \$30,000.00.**

**Explanation:** The central fuel island at the Public Works facility has 30,000 gallons of underground storage capacity. The most cost effective purchasing strategies typically involve purchasing full loads with a single point of drop. When these come directly from the terminals off of the pipelines, a full load is between 7,200 and 9,000 gallons. These deliveries at current price points can exceed the manager level purchasing threshold identified in Appendix 1 of the Moline Code of Ordinances, which specifies \$14,999.99 as the maximum. To take advantage of the most cost effective methods to purchase fuel, the administration is asking to have the purchasing authority for the Fleet Manager raised to a higher threshold, up to \$30,000.00, for the purpose of purchasing fuel.

**Fiscal Impact:** N/A

**Public Notice/Recording:** N/A

#### **17. Council Bill/Special Ordinance 4054-2014**

**A Special Ordinance granting a perpetual gas and regulator station easement to MidAmerican Energy Company.**

**Explanation:** MidAmerican Energy Company (MidAmerican) would like to expand its current gas easement located on City-owned property at 3620 38<sup>th</sup> Avenue, Moline. MidAmerican has identified that the gas line running along 38<sup>th</sup> Avenue has a high risk ranking due to some obsolete technology. MidAmerican would like to install a gas regulator station in the easement to lower the pressure on the line and reduce the stress on the gas lines. The proposed easement would expand the existing easement 20 feet to the north and allow the installation of a gas regulator station.

**Fiscal Impact:** \$2535 to the City for Fair Market Value of land

**Public Notice/Recording:** MidAmerican will record

**18. Council Bill/Special Ordinance 4055-2014**

**A Special Ordinance setting the annual meetings schedule for 2015; and authorizing City staff to do all things necessary to notify the media of the annual meetings schedule.**

**Explanation:** Pursuant to City ordinance, an annual meetings schedule of the City Council's proposed regular meetings for the next calendar year must be prepared and provided to any local media that has filed an annual request for said schedule. This ordinance will set the 2015 City Council Board/Committee Meetings Schedule and authorize the required notification.

**Fiscal Impact:** N/A

**Public Notice/Recording:** Posted outside of Council Chambers and on City website

**Miscellaneous Business (if necessary)**

**Public Comment**

Members of the Public are permitted to speak after coming to the podium and stating their name.

**Executive Session (if necessary)**

Council Bill/General Ordinance No. 3031-2014  
Sponsor \_\_\_\_\_

AN ORDINANCE

MAKING appropriations for corporate purposes for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

WHEREAS, pursuant to State statute, Illinois municipalities are required to adopt an annual appropriation ordinance setting forth the funds deemed necessary to pay the municipality's expenses and liabilities for the upcoming fiscal year; and

WHEREAS, adoption of this ordinance will meet the statutory requirement for the City of Moline's fiscal year 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the following sums, or so much thereof as hereby may be authorized either by law or by ordinance, be and the same are hereby appropriated to pay all necessary expenses and liabilities of the City of Moline, Rock Island County, Illinois, for the fiscal year beginning January 1, 2015 and ending December 31, 2015; such appropriations are hereby made for the following objects and purposes:

<u>Fund</u>	<u>Appropriation</u>	<u>Amount Raised Other Than Taxation</u>	<u>Amount to be Raised by Taxation</u>
General	\$41,146,200	\$38,776,421	\$2,369,779
General Trust	\$405,000	\$405,000	\$0
SFOOR Grant	\$88,200	\$88,200	\$0
Tourism	\$52,950	\$52,950	\$0
Lead Hazard Grant	\$750,695	\$750,695	\$0
Homebuyer Grant	\$107,845	\$107,845	\$0
Trust Emergency Repair	\$98,300	\$98,300	\$0
Abandoned Prop Program	\$58,910	\$58,910	\$0
NSP2 Grant	\$120,370	\$120,370	\$0
Library	\$3,193,155	\$522,545	\$2,670,610
Park	\$3,772,465	\$1,160,200	\$2,612,265
Motor Fuel Tax	\$2,482,830	\$2,482,830	\$0
CDBG	\$674,400	\$674,400	\$0
Revolving Loan	\$243,000	\$243,000	\$0
TIF #1	\$3,243,025	\$3,243,025	\$0
TIF #2	\$239,975	\$239,975	\$0
TIF #3	\$52,785	\$52,785	\$0
TIF #4	\$199,205	\$199,205	\$0
TIF #5	\$485,565	\$485,565	\$0

TIF #6	\$118,995	\$118,995	\$0
TIF #7	\$4,139,475	\$4,139,475	\$0
TIF #9	\$1,205	\$1,205	\$0
TIF#10	\$249,925	\$249,925	\$0
Special Service Area #5	\$177,230	\$177,230	\$145,335
Special Service Area #6	\$266,145	\$120,810	\$257,225
Water	\$9,506,140	\$9,248,915	\$0
Water Pollution Control	\$24,951,440	\$24,951,440	\$0
Stormwater Utility	\$1,130,370	\$1,130,370	\$0
Fire Pension	\$6,336,850	\$2,848,099	\$3,488,751
Reher Art Gallery	\$48,765	\$48,765	\$0
Perpetual Care	\$14,025	\$14,025	\$0
Park/Cemetery Gifts	\$32,000	\$32,000	\$0
Foreign Fire Insurance	\$35,300	\$35,300	\$0
Police Pension	\$7,069,695	\$3,527,100	\$3,542,595
Library Trust Fund	\$237,260	\$237,260	\$0
Health Insurance	\$7,875,835	\$7,875,835	\$0
OPEB Retirement Fund	\$500,000	\$500,000	\$0
Information Technology	\$1,139,390	\$1,139,390	\$0
Public Safety Equipment			
Replacement	\$148,265	\$148,265	\$0
Liability	\$3,838,085	\$3,838,085	\$0
Fleet Services	\$4,979,725	\$4,979,725	\$0
Sanitation	\$2,462,145	\$2,462,145	\$0
Debt Service	\$3,088,450	\$3,088,450	\$0
2007 Escrow	\$144,000	\$144,000	\$0
Capital Improvement	\$7,375,000	\$7,375,000	\$0
	\$143,280,590	\$128,194,030	\$15,086,560

**Section 2** – That this Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code, 65 ILCS Articles 1 and 8 of Act 5; provided, however, any limitations set forth herein in conflict with this Ordinance shall not be applicable to the Ordinance pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and for the purposes of this Ordinance, “taxation” shall mean real property tax levy only.

**Section 3** – That this Appropriation Ordinance has been enacted only after the City Council gave proper notice of a public hearing at least ten days prior thereto, made the documents upon which the Appropriation Ordinance is based available for public inspection at least ten days prior to said public hearing, and held a public hearing at 6:45 p.m. on December 2, 2014, City of Moline, City Hall, 619 16<sup>th</sup> Street, Moline, Illinois.

**Section 4** – That the City Clerk is hereby directed to publish in pamphlet form within ten days from the date of passage at least twenty-five (25) copies of the Ordinance and to make available for public inspection said copy in the Office of the City Clerk during normal business hours. Publication in pamphlet form shall not delay the effective date of this Ordinance.

**Section 5** – That this Ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No. 4051-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an extension of a lease agreement with Café Du Monde, L.L.C., dba Dewey’s Copper Café, permitting a portion of the Moline Public Library at 3210 41<sup>st</sup> Street, to be utilized as a coffee shop.

WHEREAS, the City of Moline, by and through the Library Board of Directors, previously entered into a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café (Café) permitting a portion of the library facility at 3210 41<sup>st</sup> Street to be utilized as a coffee shop; and

WHEREAS, the current lease has expired; and

WHEREAS, the Library Board of Directors and Library staff have determined a continued need exists for a coffee shop within the Library to serve its patrons; and

WHEREAS, both parties have agreed that the current lease in place shall be extended for a period of one year; and

WHEREAS, pursuant to the Agreement, rent payments from January 1, 2015 through December 31, 2015, shall be \$500.00 per month; and

WHEREAS, the Library Board has approved the terms of this lease.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the City Council hereby authorizes and directs the Mayor and City Clerk to execute a lease agreement with the owners of Café Du Monde, L.L.C., dba Dewey’s Copper Café (Café), permitting a portion of the Moline Public Library at 3210 41<sup>st</sup> Street to be utilized as a coffee shop; provided, however, that said lease is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved to as to form by the City Attorney.

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## MOLINE PUBLIC LIBRARY COFFEE SHOP LEASE AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_, 2015, by and between the City of Moline, Illinois, a municipal corporation ("Owner"), by and through its Library Board of Directors, and Café Du Monde, L.L.C., dba Dewey's Copper Café (hereinafter "Vendor") to lease a portion of the Library facility located at 3210 41<sup>st</sup> Street, Moline, Illinois.

WHEREAS, Owner is a public library and a not-for-profit entity located at 3210 41<sup>st</sup> Street, Moline, Illinois (hereinafter "Owner's property"); and

WHEREAS, Owner has determined a need for a coffee shop on Owner's property to serve its patrons and staff and wishes to locate a coffee shop in the lobby of Owner's property; and

WHEREAS, Owner does not have the personnel necessary to operate a coffee shop on its property; and

WHEREAS, Vendor currently operates other such coffee shops in the Quad Cities and possesses the expertise necessary to operate a coffee shop for and on behalf of Owner; and

WHEREAS, Owner wishes to contract with Vendor for the operation of a coffee shop on Owner's property subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. PREMISES AND USE.

a) Owner shall provide Vendor approximately nine hundred (900) square feet of floor space located in the lobby of Owner's property (hereinafter "Facility"), commonly known as the Moline Public Library, being more particularly described in Exhibit A, attached hereto and incorporated by reference herein, for the purpose of operating a coffee shop; a sketch of said floor space and the coffee shop to be located thereon (hereinafter "Premises") is depicted in Exhibit B, attached hereto and incorporated by reference herein.

b) The coffee shop shall be operated under the name of "Dewey's Copper Café."

c) Owner shall lease the Premises to Vendor solely for the operation of a coffee shop, which operation may include the sale of beverages and preparation of food items for consumption, such as sandwiches, soups, fruit, cookies, etc., and the sale of related merchandise, all of which are to be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor; however, under no circumstances shall the Premises be used for the sale or consumption of alcoholic beverages or the sale or smoking of tobacco products or the paraphernalia of either.

d) Owner shall have access to the Premises at all times. Vendor shall have access to the Premises at all times that the front entrance to Owner's property is unlocked and open to the general public. Hours of operation of the coffee shop will be the same as Owner's hours of operation; however, the coffee shop may be open during alternate hours if said alternate hours are agreed upon by Owner or Owner's designee, in writing. Owner's scheduled hours are expected to be as follows:

- Monday through Thursday: 9:00 a.m. – 8:00 p.m.;
- Friday-Saturday: 9:00 a.m. – 5:30 p.m.;
- Sunday: 1:00 p.m. to 4:00 p.m.

Vendor's hours are expected to be as follows:

- Monday through Thursday: 8:00 AM – 8:00 PM;
- Friday-Saturday: 8:00 AM – 5:00 PM;
- Sunday: Closed

e) Vendor agrees to provide catering to individuals, groups and organizations (hereinafter "participants") utilizing meeting rooms made available to the public located elsewhere in the Library. For this purpose Vendor shall be allowed to open at 7 a.m. on any day, Monday through Saturday, when a request for this service has been made. For this purpose, "catering" shall mean providing food and beverages to participants either on the leased premises or delivery of food and beverages to participants in the Library meeting rooms.

f) Owner shall facilitate and allow access by Vendor to the Premises during alternate hours that have been agreed upon in writing, including access to areas off the Premises that would be necessary for Vendor to conduct its business.

g) Owner will provide limited storage space of approximately one hundred (100) square feet inside Owner's Facility and separate from the Premises for the Vendor to store non-perishable items including but not limited to cups, straws, plates, and napkins for use on the Premises. The owner will provide a refrigerator to this area for perishable items. Material unrelated to the Vendor's operation of the business on the Premises will not be permitted in said storage space.

2. INDEPENDENT CONTRACTOR. Vendor is an independent contractor. However, Vendor acknowledges that the coffee shop is located in a public library and agrees that the Owner must have the right to make and enforce rules and regulations governing the Premises, which rules and regulations shall be considered covenants of this Agreement. Present rules and regulations are set forth in Exhibit C attached hereto and incorporated by reference. Vendor agrees to be responsible for the following:

a) Vendor shall serve as manager and operator of the coffee shop.

b) Vendor shall at all times operate the coffee shop in a manner which meets the requirements for maintenance of the certificate of occupancy, food and beverage permits or licenses and any other required governmental authorizations.

c) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the operation of the coffee shop. Vendor's

employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.

d) Vendor shall furnish, install and maintain, at Vendor's sole cost, all equipment and supplies necessary for coffee and food preparation on the Premises. A copy of said items is contained in Vendor's inventory, a copy of which is attached hereto and incorporated herein as Exhibit D. Said items shall remain the property of Vendor, and Vendor shall remove said items from the Premises and the storage space identified in paragraph 1(g).

e) Vendor shall have the exclusive ability and responsibility of purchasing, storing, preparing, serving and setting pricing of all beverage and food items within the Premises, and for storage of items in the Owner-provided storage space as provided for in paragraph 1(f) above.

f) Vendor may erect signs and advertisements for the coffee shop inside Owner's property as approved by Owner or Owner's designee in writing in advance.

g) Vendor shall oversee the delivery of all items for the coffee shop that are identified herein as Vendor's responsibility. Deliveries minimal in size will be permitted through the front entrance of Owner's Facility; large deliveries must be made through the rear receiving entrance of Owner's Facility. Delivery sizes shall be determined and agreed upon by the parties.

h) Vendor shall be responsible for properly bagging garbage from the operation of the coffee shop and placing it in the area for disposal designated by Owner.

### 3. OWNER'S RESPONSIBILITIES.

a) Owner shall furnish necessary utilities and utility connections for the operation of the coffee shop and shall pay all utility costs incurred in the operation of the coffee shop, including but not limited to electricity, water, gas, heat, and air conditioning, local telephone services and such WIFI connection as the rest of the Library has. Vendor shall not unreasonably consume or waste such utilities, consuming only that which is necessary to conduct the operation of the coffee shop.

b) Owner shall furnish the following equipment to be used in the coffee shop: a refrigerator, a dishwasher, microwave, ice machine and a specified number of display cases and tables and chairs as agreed upon by the parties.

c) Owner shall provide a telephone on the Premises for local calls only.

d) Owner shall be responsible for routine janitorial cleaning and maintenance of the Premises. Said routine cleaning and maintenance does not include bussing tables or cleaning or maintaining equipment and supplies furnished by Vendor for the operation of the coffee shop as identified in Paragraph 2(d) above. Maintenance includes repairs to the premises and the fixtures, equipment, etc. provided by Owner caused by normal wear and tear and/or subject to insurance provisions listed in Section 7.

4. RENT/DIVISION OF REVENUE. Vendor shall pay lease payments to Owner as follows:

a) \$500.00 per month due on or before the tenth day of each month, beginning January 1, 2015 through the end of the lease term, December 31, 2015.

5. TERM AND TERMINATION.

a) The term of this Agreement shall commence on January 1, 2015 (hereinafter "Commencement Date") and shall continue through December 31, 2015. This Agreement will automatically renew for an addition one (1) year term at the expiration of each term unless either party provides written notice to the other party of its intent to terminate, without cause, or renegotiate specific terms or conditions within ninety (90) days of the expiration date. Said termination without penalty.

b) Upon termination of this Agreement, voluntary or otherwise, the Parties hereby agree rights to use of the business name "Dewey's Copper Café" shall be as follows: i) Tenant shall retain the right to use the word "Dewey's;" ii) Owner shall retain the right to use the words "Copper Café;" iii) It shall be incumbent upon each party to do all things necessary to protect any proprietary interest in the retained portion of the business name except as to each other. With regard to each other, execution of this agreement shall be the only action necessary for either party to take with regard to protecting and prohibiting the use of the retained portion of the business name by the other party.

c) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner, including without limitation, brackets and fixtures, all carpeting, electric light fixtures, telephone lines, doors, windows, window treatments, and all cooling, heating, plumbing and electrical systems.

6. HOLD HARMLESS/INDEMNIFY.

(a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted hereunder, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.

(b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage combined single limit;
- b) Have Premises Rented liability coverage with a minimum limit of \$1,000,000.
- c) Have medical payments general liability coverage limits of \$10,000.00.
- d) Name Owner as an additional insured party;
- e) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as Exhibit E.
- f) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster; and
- g) Each such policy of insurance shall contain a waiver of subrogation provision.
- h) Shall extend to acts or occurrences occurring on the Premises or on the Facility which are related to Vendor's actions or business.

Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the coffee shop operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date and on an annual basis hereafter.

8. NOTICES. Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:

- a) Hand delivered to the party to whom the notice is addressed, or
- b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:  
Moline Public Library  
c/o Library Director  
3210 41<sup>st</sup> Street  
Moline, Illinois 61265

Vendor:  
Café Du Monde, L.L.C., dba  
Dewey's Copper Café  
Salma Arabi, Managing Member  
5150 Remington Road  
Bettendorf, Iowa 52722

The Library Director will forward a copy of notices received to the City Attorney. Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. CASUALTY. If the Premises are damaged by fire or other casualty during the term of this Agreement, so that the Premises are rendered unusable by Vendor for the operation of the coffee shop, then either Owner or Vendor may cancel this Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Vendor shall be held harmless by Owner for damage to the Premises occasioned by the fire or casualty, except such fire or casualty as may be the result of the negligent, intentional, or willful/wanton acts or conduct of Vendor or Vendor's employees, designees or invitees.
10. OBSERVANCE OF LAWS AND ORDINANCES. Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
11. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good as condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.
12. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
13. ALTERATIONS. No alterations or additions shall be made by Vendor in or to the Premises without the prior written consent of Owner.
14. MECHANIC'S LIENS. Neither Vendor nor anyone claiming by, through, or under Vendor shall have the right to file or place any mechanic's liens or other lien of any kind or character whatsoever upon the Premises, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor shall at any time be or become entitled to any lien on the Premises, and for the further security of Owner, Vendor covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services, or labor.

15. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
16. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
17. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
18. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
19. MISCELLANEOUS.
  - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
  - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
  - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.
  - d) Vendor guarantees Salma Arabi has the authority to execute this document on Vendor's behalf and bind Vendor to the terms and conditions of this agreement.

**IN WITNESS WHEREOF**, this Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**OWNER:  
CITY OF MOLINE**

**VENDOR:  
CAFÉ DU MONDE, L.L.C. dba  
DEWEY'S COPPER CAFE**

By: \_\_\_\_\_  
Scott Raes, Mayor

By: \_\_\_\_\_  
Salma Arabi, Managing Member

Attest:

By: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to Form

By: \_\_\_\_\_  
City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION OF "FACILITY"

#### Tract I

Lot Number Twenty-One (21) and the South One Hundred Fifty-Two and Sixty-six One Hundredths (152.66) Feet of the West Eighty (80) Feet of Lot Number Twenty-two (22), all in Meersman's Addition to South Moline, Illinois;

Excepting from said Lot Number Twenty-One (21) so much thereof conveyed to the State of Illinois by dedication recorded in Book 472 of Deeds, page 41 No. 471792 in the office of the Recorder of Deeds of Rock Island County, Illinois.

#### Tract II

That part of the West One-Half of the Northeast Quarter of Section Number 10 in Township Number 17 North, Range Number 1 West of the Fourth Principal Meridian, described as follows, to wit:

Beginning at a point 12.03 chains North of the South East corner of said West One Half of the North East Quarter of said Section 10;

Thence running West 560.9 Feet (same being along the South line of Meersman's Addition) to the North East corner of the tract hereby conveyed;

Thence running West 440 Feet to the East line of a public road;

Thence South 39 degrees 30 minutes East along the East side of said public road 100.5 Feet;

Thence East 395.2 Feet, and

Thence North 90 Feet to the place of beginning,

SPECIFICALLY EXCEPTING THEREFORM THE EAST 20 FEET.

#### Tract III

PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE FOURTH PRINCIPAL MERIDIAN, THE BOUNDARY BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, A DISTANCE OF 793.98 FEET TO A POINT; THENCE WEST 558.80 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND AS CONVEYED BY DEED RECORDED IN BOOK 215 OF DEEDS ON PAGE 506 IN THE RECORDER'S OFFICE OF ROCK ISLAND COUNTY, ILLINOIS; THENCE SOUTH 89 DECGREES 45 MINTUES 01 SECOND WEST ON THE SOUTH LINE OF LOT 22 IN MEERSMAN'S ADDITION, A DISTANCE OF 20.00 FEET TO

A POINT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 90.43 FEET TO A POINT IN THE NORTH LINE OF A TRACT DESIGNATED TAX PARCEL SM-213, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 188.80 FEET TO A POINT IN THE NORTH LINE OF 33<sup>RD</sup> AVENUE; THENCE SOUTH 89 DEGREES 47 MINUTES 59 SECONDS WEST ON SAID NORTH LINE OF 33<sup>RD</sup> AVENUE, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 189.06 FEET TO A POINT IN THE NORTH LINE OF SAID TAX PARCEL SM-213 THENCE NORTH 89 DEGREES 56 MINTUES 55 SECONDS EAST ON THE NORTH LINE OF SAID TAX PARECEL SM-213, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, ALL SITUATED IN THE CITY OF MOLINE, COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

**EXHIBIT B**  
**SKETCH OF "PREMISES"**  
**(Attached hereto; 1 page)**  
**THIS PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT C

### RULES AND REGULATIONS

1. Vendor's Obligation: Vendor shall comply with and shall cause its employees, agents, clients, customers, invitees and guests to comply with the Rules and Regulations for the Premises. Owner shall neither be responsible for any non-observance thereof by other vendors nor have any obligation to enforce same against other vendors.
2. Signs: Any sign, lettering, picture, and/or notice of advertisement installed within the Premises shall be installed at Owner's approval but at Vendor's sole cost.
3. Use of Name: Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
4. Obstruction of Access: Vendor, its customers, invitees and guests shall not obstruct sidewalks, entrances, passages, corridors, vestibules, halls, elevators or stairways in, on and about the Premises or Owner's property. Vendor shall not place objects against glass partitions or doors or windows which would be unsightly from the Premises' lobby, or from the exterior of the Premises, and will promptly remove same upon notice from Owner.
5. Noises and Odors: Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other occupants of the Premises or Owner's property or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Premises or Owner's property or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices inside or outside the Premises without the express written consent of the Owner.
6. Solicitation: Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
7. Peddlers: Peddlers, solicitors and beggars shall be reported to the Owner or Owner's designee or as Owner otherwise requests.
8. Wastage: Vendor shall not waste electricity, water or air conditioning and shall cooperate fully with Owner to assure the most effective operation of the Premises' heating and air conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for Vendor's use. Vendor shall keep corridor doors closed.
9. Locks: Door keys for doors in the Premises shall be furnished at the commencement of the Agreement by Owner. Vendor shall not affix additional locks on doors to the Premises or Owner's property and shall purchase duplicate keys only from Owner. No locks shall be changed without the prior written consent of Owner. When the Agreement is terminated, Vendor shall disclose to Owner the combination of any safes, cabinets or vaults left on the Premises.

10. Security of Premises: Vendor assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

11. Overloading Floors: Vendor shall not overload floors and Vendor must have Owner's prior written consent as to size, maximum weight, routing and location of business equipment/machines, safes and heavy objects. Vendor shall not install or operate any refrigerating, heating or air conditioning apparatus or any other machinery or any mechanical devices without the prior written consent of Owner.

12. Control of Workmen: No person or contractor not employed by or having the written approval of Owner shall be used to perform janitorial work, window washing, cleaning, decorating, repair or other work on the Premises.

13. Dangerous Articles or Activities: In no event shall any person bring into the Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any other articles of intrinsically dangerous nature. In addition, Vendor shall not permit any use of the Premises which may increase the premium costs of or invalidate any present or future policy of insurance carried on Owner's property or covering its operation. If by reason of the failure of Vendor to comply with the provisions of this Article, any insurance premium for all or any part of Owner's property shall at any time be increased, Owner shall have the option either to terminate this Agreement or to require Vendor to make immediate payment of the whole of the increased insurance premium.

14. Comply with Government Regulations: Vendor shall comply with all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, and shall not directly or indirectly make or permit any use of the Premises which may be prohibited by and thereof or may be dangerous to person or property or may increase the cost of insurance and require additional insurance coverage.

15. Unethical Advertising: Vendor shall not advertise the profession or activities of Vendor conducted in the Premises in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such profession or activities.

16. Vending Machine: No vending or dispensing machines of any kind shall be placed in or about the Premises without the prior written consent of the Owner.

17. Vendor Shall Not Interfere With Reserved Rights: Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

18. Non-Smoking Building: The Premises and all common areas of Owner's property are designated as "non-smoking" areas. Vendor and its employees, agents, licensees and invitees shall faithfully observe this smoking restriction.

19. Alcoholic Beverages: No alcoholic beverages shall be served or dispensed on the Premises or any common areas of Owner's property.

**EXHIBIT D**  
**VENDOR INVENTORY**

Equipment List Provided by Dewey's Café:

Espresso Machine  
Espresso Grinder  
Bunn Brew System  
2 Batch Grinder  
Soup Pot  
Panini Press  
Sandwich Station  
Toaster Oven  
Convection Oven  
Cash Register  
Blender  
Soft Drink Station  
CD Player  
2 Deep Freezers  
Credit Card Terminal  
All Art & Decoration Items

## EXHIBIT E

### INSURANCE REQUIREMENTS

The City of Moline shall be named as an additional insured.

Certificate Holder should read: City of Moline  
619 16<sup>th</sup> Street  
Moline, Illinois 61265

Cancellation should read: *Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured shall mail 30 days written notice to the certificate holder named to the left and no cancellation thereof shall be effective without such notice to the certificate holder.*

Council Bill/Special Ordinance No. 4052-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and LionGazelle Properties, L.L.C. for the “Hoa-Lan Redevelopment” project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

WHEREAS, LionGazelle Properties, L.L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property located at 1611 5<sup>th</sup> Avenue, known as the Hoa-Lan Redevelopment (“Project”); and

WHEREAS, the Project will consist of the redevelopment of the property into four (4) commercial spaces; and

WHEREAS, the City wishes to support the redevelopment within the Project through the granting of certain lawful incentives to Developer, including but not limited to those available through Tax Increment Financing (“TIF”) pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the “Act” or the “TIF Act”); and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City’s architectural and social history thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and LionGazelle Properties, L.L.C., for the Hoa-Lan Redevelopment project and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

LIONGAZELLE PROPERTIES, L.L.C.

“HOA-LAN REDEVELOPMENT“

THIS INDENTURE ("Agreement") made and entered into on this 19<sup>th</sup> day of September, 2014, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and LionGazelle Properties, L.L.C., an Illinois Limited Liability Company, duly registered to do business in the State of Illinois. ("Developer").

WITNESSETH:

WHEREAS, the City wishes to engage in certain lawful activities authorized by applicable law to assist private persons and entities in carrying out certain redevelopment activities which are identified in the Project Plan for the City's Tax Incremental Financing District (TIF) enacted pursuant to the Tax Increment Allocation Redevelopment Act, found generally at 65 ILCS 5/11-74.4-1 et. seq. (the "Act"); and

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) located at 1611 5<sup>th</sup> Avenue; to be known as the Hoa-Lan Redevelopment; and

WHEREAS, the Redevelopment Project shall consist of the following elements:

- i. Developer to complete the purchase of the building at 1611 5<sup>th</sup> Avenue; this single (1) property is identified as parcel number: 08-5501;
- ii. Rehabilitation of 1611 5<sup>th</sup> Avenue into four (4) commercial spaces;

The foregoing elements of the Hoa-Lan Project shall hereinafter be collectively referred to as the "Redevelopment Project" unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5501, which is more particularly described in Exhibit A, "Legal Description," attached hereto and incorporated herein by this reference thereto; and

WHEREAS, the City has made a commitment to identify and conserve those properties which serve as a visible reminder to the City's architectural and social history,

thereby contributing to the cultural and economic vitality and livability of the City through the implementation of sound urban planning and design principles; and

WHEREAS, it is necessary for the successful completion of the Project that the City enter into this Development Agreement with Developer to provide for the redevelopment of the Property, thereby implementing the TIF Plan; and

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project. The City has determined that it is desirable and in the City's best interests to assist Developer in the manner set forth herein and as this Development Agreement may be supplemented and amended from time to time; and

WHEREAS, the City wishes to assist private developers in carrying out projects that expand housing opportunities and create commercial enterprises in the City; and

WHEREAS, the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Agreement are in the vital and best interests of the City and its residents, and are in accord with its duty, authority, and the public purposes and conditions arising under the Act and all applicable state and local laws and requirements.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby stipulate, covenant, contract and agree as follows, to-wit:

**I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.**

The following sets forth the intentions, undertakings and contractual obligations and responsibilities of the City under this Agreement in accordance with the Development Timetable contained in Exhibit B, attached hereto and incorporated by reference herein:

- A. Maximum TIF Payment. The City's total payment paid from the net incremental real estate tax generated by the Redevelopment Project under this Section I shall not extend beyond December 31, 2021, which is the expiration of the property tax TIF district.

The estimated total project cost for the Redevelopment Project is Seven Hundred Thousand, Five-Hundred Dollars (\$700,500). Fifteen percent

(15%) of the total project cost equals One Hundred Five Thousand Seventy Five Dollars (\$105,075). In no event shall the maximum total assistance ever exceed One Hundred Five Thousand Seventy Five Dollars (\$105,075) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%).

Both parties acknowledge that the Tax Increment Financing District expires in 2021 and that there may not be the full increment generated prior to the expiration of the TIF to reach 15% of the total project cost. It is understood that the City is under no obligation to provide additional revenue sources to meet the 15% rebate indicated above.

B. Property Tax Rebate. The City shall pay through its TIF Fund to Developer the net incremental annual real estate taxes once collected by the City as follows:

100%: 2015 – 2021 or until the final payment is made or the TIF District expires in 2021, it being understood that should the Maximum TIF Payment be paid prior to the dates listed on this schedule than no additional amount will be due or owing from the City. In no event will any payment be made after 2021.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only to pay for eligible redevelopment expenses allowed under the Act (65 ILCS 5/11-74.4-3) as illustrated in Exhibit C, "TIF Eligible Expenses," attached hereto and incorporated herein by this reference, subject to the maximum identified in I.A. above.

The base year for computation purposes of the net incremental annual real estate taxes is agreed to be 2014, and the base Equalized Assessed Valuation (EAV) for the base year 2014 for parcel 08-5501 is Fifty One Thousand Seven Hundred Ninety Seven Dollars (\$51,797). The property tax rebate period will start with assessment year 2014 and payment year 2015. The payment shall be from the incremental property tax generated solely by the Property, and paid to the City's TIF Account; the City shall remit to the Developer within thirty-days (30) after receipt of total annual payment into said City's TIF Account from Rock Island County. The Incremental Real Estate Taxes generated will be paid to the Developer for the particular year in question as set forth above.

Developer agrees to pay property taxes for the Property when due and payable and understands and agrees that failure to pay property taxes for the Property in a timely manner will render the City's rebate obligation null and void. Developer further agrees that the total rebate paid is limited to the increment generated by the project and paid to the City's TIF Account and may not be the amount identified in Section I.A. above. An illustrative example of the payments called for under this paragraph is shown in Exhibit D attached hereto and by this reference made a part hereof. The parties agree that the figures shown in Exhibit D are for illustrative purposes, and the actual payments to be made in any given year may be less than the amount shown or may be \$0 depending upon the actual experience.

- C. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible expenses (see Exhibit C) incurred or incidental to the Redevelopment Plan and Redevelopment Project.
- D. Final Payment. Upon final payment of the amount specified in paragraph I.A., above, or upon making the final payment as specified in I.B. above, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- E. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- F. Enterprise Zone Benefits. The City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. The City will cooperate and assist the Developer in its application for all Enterprise Zone benefits, if any, but the City does not warrant or assure or guarantee that any such benefits will be available to the Developer.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.

- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.

**II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.**

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws, including without limitation.
- B. Developer agrees to complete the following project elements in accordance with the Development Timetable attached hereto and incorporated herein by reference as Exhibit B:
- i. Purchase of the building at 1611 5<sup>th</sup> Avenue, identified as parcel number 08-5501;
  - ii. Rehabilitation of 1611 5<sup>th</sup> Avenue into four (4) commercial spaces;
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the Building Official and City Fire Department shall have approved all building plans submitted and agrees to follow all recommendations and requirements of the City Code and the Building Official and Fire Chief.
- D. Assessed Valuation. Developer agrees not to appeal the annual assessed valuation of the Property as determined by the Moline Township Assessor until the expiration of this TIF district, provided that any such assessment is consistent with that of comparable properties within the City's Tax Increment Financing District #1.

**III. CONDITIONS PRECEDENT TO CITY'S INCENTIVE PAYMENTS HEREUNDER.**

- A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair

market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

B. Prior to the disbursement of any TIF rebate payments, Developer shall provide documentation of the actual project cost incurred, which have been independently verified by a third party mutually agreed to by City and Developer, at Developer's expense. Failure to provide an independently verified accounting of project costs for purposes of calculating the TIF rebate payments pursuant to paragraphs I. A and I. B, preceding, shall constitute a breach of this Development Agreement and relieve the City of its obligation to make payments hereunder.

#### **IV. WARRANTIES OF THE CITY.**

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

#### **V. WARRANTIES OF THE DEVELOPER.**

A. The Developer represents and warrants to the City that the Developer is an Illinois Limited Liability Company duly organized and existing under the laws of the State of Illinois and duly authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

B. The Developer represents and warrants to the City that this Agreement has been duly authorized, executed, and delivered by the Developer, and will be enforceable against the Developer by its terms, except to the extent that such enforceability shall be limited by bankruptcy, or solvency, or similar laws of general application affecting the enforcement of creditor rights, and by equitable principles.

C. The Developer represents and warrants to the City that the execution and delivery of this Agreement, and the consummation of the transactions contemplated in this Agreement will not violate any provision of its operating agreement or any other contract, agreement, court order or decree to which the Developer may be a party or to which the Developer may be subject, or any applicable federal or state law or municipal ordinance.

## **VI. DEVELOPER'S INDEMNIFICATION.**

The Developer shall indemnify and hold harmless the City, its agents, officers and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise directly or indirectly from the failure of the Developer or any contractor, subcontractor or agent or employee thereof (so long as such contractor, subcontractor or agent or employee thereof is hired by the Developer) to timely pay any contractor, subcontractor, laborer or materialman, from any default or breach of the terms of this Agreement by the Developer, or from any negligence or reckless or willful misconduct of the Developer or any contractor, subcontractor agent or employee thereof (so long as such contractor, subcontractor or agent or employee is hired by the Developer or Developer's contractor). The Developer shall, at the Developer's sole cost and expense, appear, defend and pay all charges, attorneys' fees, costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against the City, its agents, officers, officials or employees in any such action, the Developer shall, at the Developer's sole cost and expense, satisfy and discharge the same. This paragraph shall not apply, and the Developer shall have no obligation whatsoever, with respect to any acts of negligence or reckless or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer, and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.

## **VII. ENTIRE AGREEMENT.**

This document and exhibits hereto contain the entire agreement between the Developer and the City as to this Agreement and its burdens and benefits shall inure to the benefit of, and shall be binding upon the parties hereto or a memorandum thereof and their respective heirs, executors, successors, and assigns. This Agreement or a memorandum thereof shall be recorded as set forth below, and may be modified only by written amendment signed by the Developer and the City, which amendment shall become effective upon recording by either party in the Recorder's Office in Rock Island County, Illinois.

## **VIII. ASSIGNMENT.**

The Developer hereunder may assign the rights, duties, and obligations of the Developer only with the prior written consent of the City (which consent may not unreasonably be withheld). For the purposes of this paragraph, consent shall be

deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Five Million and No/100 Dollars (\$5,000,000.00). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

**IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.**

Any warranty, representation, or agreement herein contained shall survive the execution of the Agreement.

**X. NOTICE OF DEFAULT.**

In the event either party is in default hereunder (the "Defaulting Party"), the other party (the "Non-Defaulting Party") shall be entitled to take any action allowed by applicable law by virtue of said default provided that the Non-Defaulting Party first gives the Defaulting Party written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specifying a time period of not less than thirty (30) days in which the default may be cured by the Defaulting Party.

**XI. REMEDIES UPON DEFAULT.**

A. If, in the City's judgment, the Developer is in default of this Agreement, the City shall provide the Developer with a written statement indicating in adequate detail any failure on the Developer's part to fulfill its obligations under this Agreement. Except as required to protect against further damages, the City may not exercise any remedies against the Developer in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the Developer diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the City in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the

Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

C. If, in the Developer's judgment, the City is in material default of this Agreement, the Developer shall provide the City with a written statement indicating in adequate detail any failure on the City's part to fulfill its obligations under this Agreement. The Developer may not exercise any remedies against the City in connection with such failure until thirty (30) days after giving such notice. If such default cannot be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of the same, so long as the City diligently proceeds with such cure; if such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. A default not cured as provided above shall constitute a breach of this Agreement. Any failure or delay by the Developer in asserting any right or remedy as to any default or any alleged default or breach shall not operate as a waiver of any such default or breach or of any rights or remedies it may have as a result of such default or breach.

D. In addition to any other rights or remedies, a party may institute legal action against the other party to cure, correct or remedy any default, or to obtain any other remedy consistent with the purpose of this Agreement, either at law or in equity, including, but not limited to the equitable remedy of an action for specific performance. Notwithstanding the foregoing, in the event either party shall institute and complete legal action against the other party because of a breach of any agreement or obligation contained in this Agreement, the substantially prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

E. The rights and remedies of the parties are cumulative and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or for any other default by the other party.

## **XII. NON-DISCRIMINATION.**

The Developer agrees that neither the Property nor any portion thereof, shall be sold to, leased, or used by the Developer in a manner to permit discrimination or restriction on the basis of race, creed, ethnic origin or identity, color, gender, sexual orientation, religion, marital status, age, handicap, or national origin, and that the development of and construction and operations on the Property shall be in compliance with all effective laws, ordinances, and regulations relating to discrimination on any of the foregoing grounds.

**XIII. NOTICES.**

Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when (a) hand delivered to the party to whom the notice is addressed; (b) mailed by certified mail, return receipt requested, United States mail, postage prepaid; or (c) delivered by overnight courier delivery service (i.e. Federal Express, UPS, etc.) and addressed to the party at the address shown as follows:

TO CITY:	City Administrator and City Clerk 619 16 <sup>th</sup> Street Moline, IL 61265
WITH A COPY TO:	City Attorney 619 16 <sup>th</sup> Street Moline, IL 61265
TO DEVELOPER:	LionGazelle Properties, L.L.C. Attn: Christopher Schram and Carmen Schram 1412 29 <sup>th</sup> Street Moline, IL 61265

Any party may change the address to which notices shall be sent by notice given in accordance with the terms of this paragraph.

**XIV. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**XV. HEADINGS.**

Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

**XVI. APPLICABLE LAW.**

This Agreement and each of its subparts and incorporated items thereto shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.

**XVII. SEVERABILITY.**

Should any part of this Agreement be determined to be illegal, invalid, or otherwise unenforceable, then all such remaining parts not so affected by such illegality, invalidity, or unenforceability shall continue in full force and effect, fully binding both parties, their respective heirs and assigns, as to such remaining terms.

**XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.**

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

**XIX. ASSURANCE OF FURTHER ACTION.**

From time to time hereafter and without further consideration, each of the parties to this Agreement shall execute and deliver, or cause to be executed and delivered, such recordable memoranda, further instruments, and agreements, and shall take such other actions, as any other party may reasonably request, in order to more effectively memorialize, confirm, and effectuate the intentions, undertakings, and obligations contemplated by this Agreement.

**XX. DELAYED EXECUTION.**

After this Agreement is approved by the Moline City Council and duly signed by the Mayor and attested by the City Clerk, the Developer shall have up to ten days (10) from that date to execute this Agreement, and this Agreement shall not be binding on the parties until duly executed by both parties.

**XXI. DISCLAIMER OF THIRD PARTY BENEFITS.**

The intentions, affirmations, authorizations and agreements between the parties hereto as expressed herein are approved solely by and between the parties hereto and no other; and provided further, however, that neither and none of such intentions, affirmations, authorizations or agreements may be relied upon by any person or entity, to such entity or person(s) detriment, or for any reason whatsoever, whether third person or otherwise. Any such reliance or purported reliance as a third party beneficiary to this Agreement or predicated upon any other relationship to any of the parties hereto and each of them, whether real or alleged, is specifically disclaimed by the parties herein.

**XXII. TERM.**

This Agreement shall be in full force and effect from and after execution hereof by the last party to execute same and shall remain in full force and effect to and until the later of (i) December 31, 2021 and (ii) the final net incremental annual real estate property tax payment generated under the TIF Ordinances for TIF eligible Project costs have been received by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

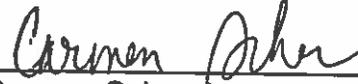
LionGazelle Properties, L.L.C.

DATED: \_\_\_\_\_

DATED: 9/19/14

By: \_\_\_\_\_  
Scott Raes, Mayor

By:   
Christopher Schram

By:   
Carmen Schram

Attest: \_\_\_\_\_  
Tracy Koranda, City Clerk

Approved as to form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

STATE OF ILLINOIS                    )  
  )    SS:  
COUNTY OF ROCK ISLAND        )

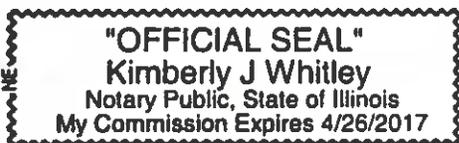
On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **Scott Raes** and **Tracy Koranda** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF Illinois )  
COUNTY OF Rock Island )

SS:

On this 19<sup>th</sup> day of September, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Christopher Schram** to me personally known, who being by me duly sworn (or affirmed) did say that he is a Manager of **LionGazelle Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Christopher Schram** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



Kimberly J. Whitley  
NOTARY PUBLIC

STATE OF Illinois )  
COUNTY OF Rock Island )

SS:

On this 19<sup>th</sup> day of September, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **Carmen Schram** to me personally known, who being by me duly sworn (or affirmed) did say that she is a Manager of **LionGazelle Properties, L.L.C.**, and that said instrument was signed on behalf of the Corporation; **Carmen Schram** acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by him voluntarily executed.



Kimberly J. Whitley  
NOTARY PUBLIC

**EXHIBIT A**  
**LEGAL DESCRIPTIONS**

**Tract I:** [1611 5<sup>th</sup> Avenue, Moline, Illinois] The West Half (W ½) of Lot Number Six (6) in Block Number Twenty-four (24) in that part of the City of Moline known as and called OLD OR ORIGINAL TOWN; situated in the County of Rock Island and the State of Illinois.

## **EXHIBIT B**

### **DEVELOPMENT TIMETABLE**

Close on 1611 5 <sup>th</sup> Avenue property	10/2014
Begin Construction on 1611 5 <sup>th</sup> Avenue	10/2014
Complete Construction on 1611 5 <sup>th</sup> Avenue	12/2014
Occupancy	01/2015

**EXHIBIT C**  
**TIF ELIGIBLE EXPENSES**

**Expenses as Permitted Pursuant to Section 5/11-74.4-3(q) of the Act:**

- Acquisition and other Property Assembly Costs
- Development Services Design and Engineering Services
- Legal/Appraisal
- Surveys and Environmental Reports Related to Property Assembly or Reconstruction, Remodeling, Repair, or Rehabilitation
- Reconstruction, rehabilitation, repair or remodeling
- And other items permitted by the Act

**EXHIBIT D**  
**ILLUSTRATIVE EXAMPLE OF REBATE**

HOA-LAN  
ESTIMATED INCREMENT WORKSHEET  
8/27/2014

Total Project Cost \$ 700,500  
EAV Estimate at Completion \$ 595,425 Fair Market Value (85% of project cost)  
\$ 105,075 Rebate Amount (15% of Total Project Cost)

ID #	Address	Total Fair Market Value (FMV)	EAV (2014)	"base" EAV (1986)	New EAV	*Project Increment	2013 Tax Rate 9.0085	Development Increment
1	08-5501 1611 5th Avenue	\$595,425	\$ 51,797	\$ 29,389	\$ 198,475	\$ 146,678	9.0085	\$ 13,213
2								
3								
		\$ 595,425	\$ 51,797	\$ 29,389	\$ 198,475	\$ 146,678	9.0085	\$ 13,213

**REBATE ESTIMATE WITH REVISED SCHEDULE**

No. Of Yrs.	Assmt Yr	Payable Yr	Net Prop. Tax Incre.	Prop. Tax Rebate	% Dev'r. PTX Rebate
1	2015	2016	\$13,213.49	\$13,213.49	100%
2	2016	2017	\$13,477.76	\$13,477.76	100%
3	2017	2018	\$13,747.31	\$13,747.31	100%
4	2018	2019	\$14,022.26	\$14,022.26	100%
5	2019	2020	\$14,302.70	\$14,302.70	100%
6	2020	2021	\$14,588.76	\$14,588.76	100%
7	2021	2022	\$14,880.53	\$14,880.53	100%
<b>Total</b>			<b>\$98,232.81</b>	<b>\$98,232.81</b>	

A RESOLUTION

DECLARING four 100 foot sections of rubber jacketed fire hose as surplus property and authorizing the Finance Director to dispose of said surplus property.

\_\_\_\_\_

WHEREAS, the Moline Fire Department has four existing 100 foot sections of rubber jacketed fire hose that are new and have not yet been placed into service; and

WHEREAS, this hose was found to be inferior to the nylon jacketed hose that the Department currently uses, and the Department wishes to have it declared as surplus property to allow for its sale and replacement; and

WHEREAS, this Council finds and declares that the four 100 foot sections of rubber jacketed fire hose are surplus property and no longer necessary or useful to or in the best interest of the City; and

WHEREAS, approval of this resolution will authorize the disposal of the hose through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That this Council finds and declares four 100 foot sections of rubber jacketed fire hose purchased by the Moline Fire Department as surplus property and authorizes the Finance Director to dispose of said surplus property.

BE IT FURTHER RESOLVED that this Council hereby authorizes the disposal of said property through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 9, 2014

\_\_\_\_\_  
Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

A RESOLUTION

ADOPTING a Budget for corporate purposes for the Fiscal Year 2015.

---

WHEREAS, the City of Moline, Illinois, having a population greater than 25,000, is a home rule unit under Section 6, Article VII of the Constitution of the State of Illinois; and

WHEREAS, even though the City of Moline adopts an Annual Appropriation Ordinance, this Council desires a more detailed accounting of authorized expenditures; and

WHEREAS, a budget provides such a detailed accounting; and

WHEREAS, that it is the intent of this City Council that said budget document shall provide authorization to and this Council hereby grants authorization to the Mayor and the various other officers and department directors of said City of making expenditures for corporate purposes during said period in accordance with said budget; provided, that no capital expenditures (as established by expense code number 700 through 899) shall be incurred without first obtaining City Council approval; and

WHEREAS, that it is the intent of the City Council that no performance center total in said budget document be exceeded in said period without first obtaining approval from the City Council. Therefore, the authorization provided above is limited by the adoption and approval of expenditures in the amounts stated in said budget document; and

WHEREAS, that this City Council recognizes that there are genuine emergencies in the operation of the various activities of the City which cannot be adequately set by strict compliance with the limitation contained above. Therefore, in cases of bona fide emergency, the City Administrator, upon recommendation of the Department Director, and in consultation with the Finance Director, may approve expenditures either not budgeted or exceeding the budgeted amount; provided, that an appropriate amount will not be exceeded by such expenditures. Furthermore, prior to authorizing the expenditures, or as soon afterward as is reasonable, the City Administrator will consult with the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the budget for corporate purposes for the fiscal year 2015 attached hereto and incorporated herein by this reference thereto as Exhibit A is hereby adopted as the budget for the City of Moline, Illinois, for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 9, 2014

Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1170-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING approval of the renaming of the 41<sup>st</sup> Drive Connector; and

AUTHORIZING City staff to do all things necessary in working with the Illinois Department of Transportation to complete the renaming of the 41<sup>st</sup> Drive Connector.

\_\_\_\_\_

WHEREAS, the new street and bridge constructed over John Deere Road west of 38<sup>th</sup> Street was named and signed as the “41<sup>st</sup> Drive Connector” by the Illinois Department of Transportation (IDOT); and

WHEREAS, this designation does not match the City of Moline’s existing street network and causes confusion for emergency responders and residents; and

WHEREAS, upon receipt of a Resolution passed by City Council, IDOT will rename the street and install new signage; and

WHEREAS, in order to minimize confusion, City staff recommends the north/south section south of 38<sup>th</sup> Avenue be designated as “35<sup>th</sup> Street” from 38<sup>th</sup> – 40<sup>th</sup> Avenues, the east/west section west of 38<sup>th</sup> Street be designated as “40<sup>th</sup> Avenue” from 35<sup>th</sup> – 38<sup>th</sup> Streets, and the southwestern stub leading to the trailer park and Rock Island County parcels be designated as “40<sup>th</sup> Avenue Place,” as shown on the map illustration attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council hereby authorizes approval of the renaming of the 41<sup>st</sup> Drive Connector as follows: the north/south section south of 38<sup>th</sup> Avenue be designated as “35<sup>th</sup> Street” from 38<sup>th</sup> – 40<sup>th</sup> Avenues, the east/west section west of 38<sup>th</sup> Street be designated as “40<sup>th</sup> Avenue” from 35<sup>th</sup> – 38<sup>th</sup> Streets, and the southwestern stub leading to the trailer park and Rock Island County parcels be designated as “40<sup>th</sup> Avenue Place,” as shown on the map illustration; provided, however, that said map illustration is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary in working with the Illinois Department of Transportation to complete the renaming of the 41<sup>st</sup> Drive Connector.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 9, 2014

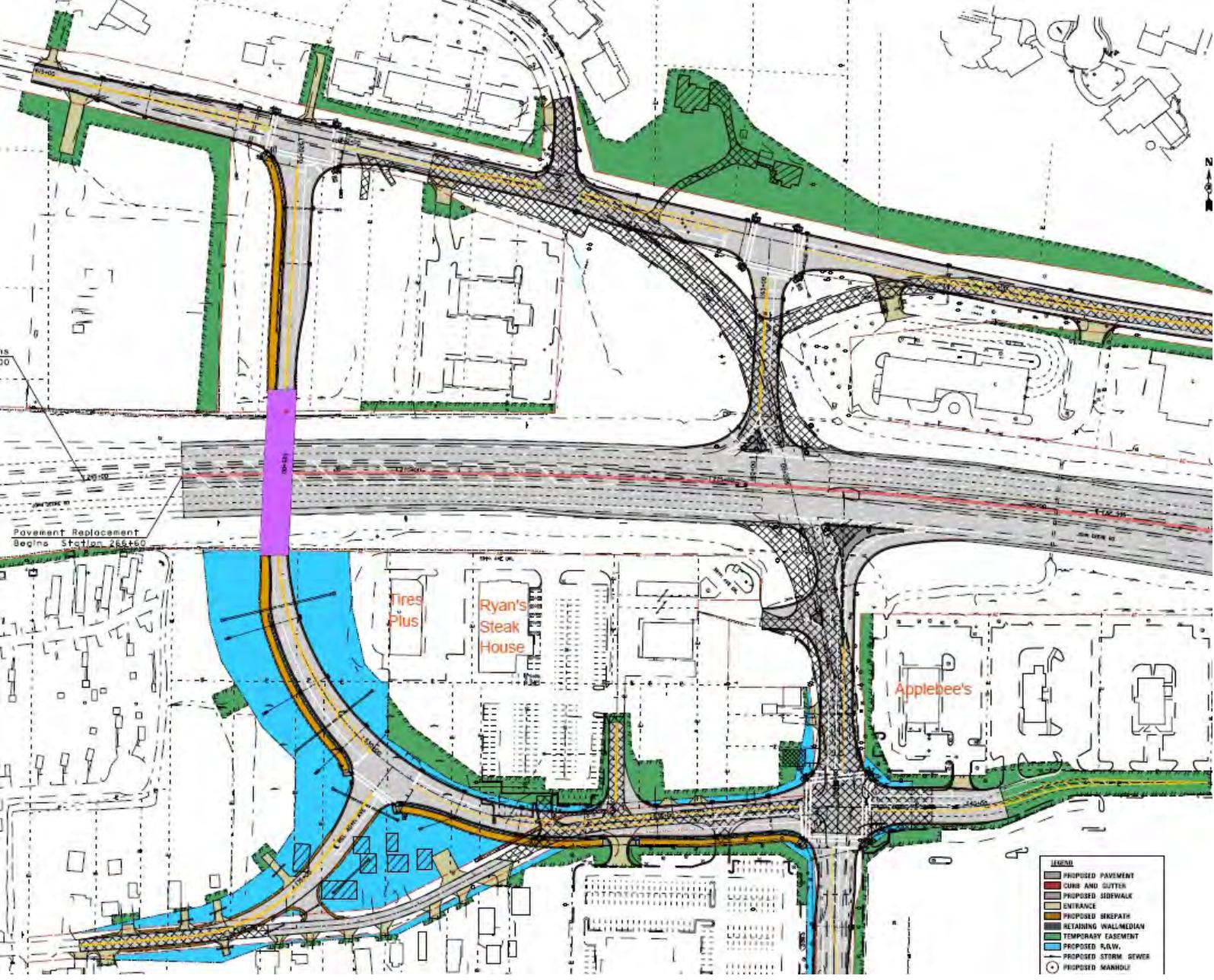
Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



Council Bill/Resolution No. 1171-2014  
Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Purchase Agreement between the City of Moline and Republic Electric to allow the City of Moline to purchase decorative Lumec street lights.

\_\_\_\_\_  
WHEREAS, a total of \$80,000 is included in the 2014 Moline Centre budget to continue replacing the aging, deteriorated decorative street lights in downtown Moline; and

WHEREAS, Republic Electric proposes to supply street lights for \$5,860 each, allowing the City to purchase nine lights with remaining Moline Centre funds; and

WHEREAS, the proposed purchase will total \$52,740.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a Purchase Agreement between the City of Moline and Republic Electric to allow the City of Moline to purchase decorative Lumec street lights; provided, however, that said Purchase Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
December 9, 2014  
Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney



ResponseAbility™

**QUAD CITIES**

737 CHARLOTTE ST.  
 DAVENPORT, IA 52803  
 PHONE 563-322-6204  
 TOLL FREE 800-397-6204  
 FAX 563-326-0550  
 WEB

**DUBUQUE**

3195 HUGHES COURT  
 DUBUQUE, IA 52003  
 PHONE 563-588-1856  
 TOLL FREE 866-648-9977  
 FAX 563-588-1948  
 http://www.RepublicCo.com

**CEDAR RAPIDS**

260 33rd AVE SW SUITE F  
 CEDAR RAPIDS, IA 52404  
 PHONE 319-730-2RED(2733)  
 TOLL FREE 877-70-GO-RED(46-733)  
 FAX 319-364-2316

**QUOTE**

UPC VENDOR	QUOTE DATE	ORDER NO.
000000	11/18/14	2308484-00
P.O. NO.		PAGE #
27' POLE STREET LIGHT		1

CUST.#: 634

SHIP TO: CITY OF MOLINE-TREATMENT PLANT  
 2800 - 48TH AVE.  
 SOUTH SLOPE TREATMENT PLANT  
 MOLINE, IL 61265

CORRESPONDENCE TO: Republic Companies  
 PO BOX 3807

Davenport, IA 528083807

BILL TO: CITY OF MOLINE  
 1630 8TH AVENUE  
 MOLINE, IL 61265

INSTRUCTIONS		TERMS	
		NET	
SHIP POINT		SHIP VIA	
Republic - Davenport		GREEN EVERY	
		SHIPPED	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	LUM NW-90W49LED4K-ES-AC CS-LE3-208-0M-2-SSM8V-27 CAP1-GFII-1X36-G-121/2-D	16			each	5860.00	93760.00
1	Lines Total					Total Invoice Total	93760.00 93760.00

Last Page

Council Bill/Resolution No. 1172-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1229, 12<sup>th</sup> Avenue Bridge Expansion Joint Replacement.

\_\_\_\_\_  
WHEREAS, the 2015 Capital Improvement Program includes the replacement of the joints on the 12<sup>th</sup> Avenue Bridge over 15<sup>th</sup> Street; and

WHEREAS, City staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$35,640.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1229, 12<sup>th</sup> Avenue Bridge Expansion Joint Replacement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 9, 2014

Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

### *12<sup>th</sup> Avenue Bridge Rehabilitation*

The Scope of Services to be provided under this agreement is as follows:

This project will involve the full removal and replacement of the expansion joints at each abutment, bearing replacements, minor deck repairs, and concrete sealer application. Associated cleaning and painting of structural steel near the abutments will be completed as well.

1. Complete a field inspection of the existing bridge to document its current condition.
2. Complete the plans, special provisions, and estimate of construction cost.
  - a. Review the existing bridge plans to help determine repair details.
  - b. The project will receive local funding from the City of Moline.
  - c. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
  - d. The City will conduct a local letting, which is currently scheduled for April 2015.
3. Missman will prepare a traffic control plan for the closure and detour of 12<sup>th</sup> Avenue.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the client's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-6:**

1. Field Surveys & Site Visits	\$ 2,000
2. Prepare Plans, Special Provisions, and EOC	\$24,600
3. Traffic Control Plan	\$ 2,400
4. Letting Assistance	\$ 1,000
5. Shop Drawing Review	\$ 2,280
6. Construction Consultation (Assume 24 hrs x \$140)	\$ 3,360
<b>Total Hourly Fee Not to Exceed:</b>	<b><u>\$35,640</u></b>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until December 31, 2014.

Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John Fellman  
John Fellman, P.E., S.E.

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

By J. Robert Strombeck  
J. Robert Strombeck, CFO

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



## GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT  
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

**ADDITIONAL SERVICES:** Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

<b>Classification</b>	<b>Rate</b>
Principal	\$175.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Project Engineer	\$115.00
Design Engineer	\$80.00
Land Survey Manager	\$140.00
Land Surveyor	\$120.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$100.00
Engineering Technician	\$70.00
CAD Operator	\$55.00
Construction Services Manager	\$130.00
Construction Services Senior Technician	\$95.00
Construction Services Technician	\$75.00
Project Coordinator II	\$80.00
Project Coordinator I	\$60.00
Environmental Scientist	\$70.00
Clerical & Administration	\$50.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2014  
Missman, Inc.

*The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.*

Council Bill/Resolution No. 1173-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1228, 16<sup>th</sup> Street Viaduct Connection Replacement.

\_\_\_\_\_

WHEREAS, the 2015 Capital Improvement Program includes the replacement of the pin-and-link joints on the 16<sup>th</sup> Street Viaduct; and

WHEREAS, City staff is unable to design this project in-house and Missman, Inc. proposes to provide design engineering services for the hourly, not-to-exceed price of \$21,480.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute an Agreement for Professional Services between the City of Moline and Missman, Inc. for Project #1228, 16<sup>th</sup> Street Viaduct Connection Replacement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

December 9, 2014

Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 between Missman, Inc. an Iowa Corporation, hereinafter for convenience referred to as MISSMAN and CITY OF MOLINE hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:

### *16<sup>th</sup> Street Viaduct Rehabilitation*

The Scope of Services to be provided under this agreement is as follows:

This project is to replace a pin & link girder support system at Pier 6, along with expansion joint seals at the West Abutment, Pier No. 2, and Pier No. 5. Associated cleaning and painting of structural steel at each of these expansion joint locations and Pier No. 6 will be completed.

1. Complete a field inspection of the existing bridge to document its current condition.
2. Complete the plans, special provisions, and estimate of construction cost.
  - a. Review the existing bridge plans to help determine repair details
  - b. The project will receive local funding from the City of Moline.
  - c. The City will be providing bid proposal documents, advertisement, conducting bid, award, and contract administration.
  - d. The City will conduct a local letting, which is currently scheduled for April 2015.
3. Missman will prepare a traffic control plan for the closure and detour of 4<sup>th</sup> Avenue (Hwy. 92), and submit to the Illinois DOT for review and approval.
4. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and contractor questions prior to the bid date, as well as assist the City of Moline in evaluating bids for the work.
5. Shop drawing review.
6. Construction Consultation as required. It is anticipated the City will provide the day to day construction observation services for this project.

The Scope of Services does not provide, but is not limited to, the following:

1. Negotiations or delays resulting from the client's failure to secure right-of-entry for Missman to complete the work.
2. Delays due to flooding and weather that prevent safe access.
3. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
4. Title research or expert testimony.
5. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
6. Soils investigations, geotechnical or environmental reports or studies.
7. Major changes in the scope of the project, including preparation of more than one bid package (phase), changes in funding sources, etc.
8. Meetings and public hearings beyond those specified above.
9. Traffic Management Plan
10. Construction services.

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.



The Deliverables will generally consist of:

All reports and studies will be made available to the Client, and other designated recipients in paper copy and electronic copy (AutoCAD, Word Document, Acrobat PDF, etc.) as directed.

The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement and Notice to Proceed is received from the Client. To complete the engineering services 90 calendar days following the Notice to Proceed, excluding from consideration periods of delay caused by circumstances beyond the control of Missman. Any deviations from the Schedule shall be approved by the authorized Client representative.

The Fee(s) for the above described services will be:

Design Services Fee Proposal for scope **Items 1-6:**

1. Field Surveys & Site Visits	\$ 2,000
2. Prepare Plans, Special Provisions, and EOC	\$10,000
3. Traffic Control Plan and IDOT Permit	\$ 3,520
4. Letting Assistance	\$ 1,000
5. Shop Drawing Review	\$ 1,600
6. Construction Consultation (Assume 24 hrs x \$140)	\$ 3,360
<b>Total Hourly Fee Not to Exceed:</b>	<b><u>\$21,480</u></b>

Compensation Methods (See item 22 in the General Conditions)

This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until December 31, 2014.

Thank you for considering Missman, Inc. for your professional services.

MISSMAN, INC.

CITY OF MOLINE, IL

By John B. Fellman  
John B. Fellman, P.E., S.E.

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

By J. Robert Strombeck  
J. Robert Strombeck, CFO

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



## GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



**ATTACHMENT  
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES**

**ADDITIONAL SERVICES:** Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

<b>Classification</b>	<b>Rate</b>
Principal	\$175.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
Project Engineer	\$115.00
Design Engineer	\$80.00
Land Survey Manager	\$140.00
Land Surveyor	\$120.00
Survey Party Chief	\$75.00
Survey Technician	\$50.00
Senior Engineering Technician	\$100.00
Engineering Technician	\$70.00
CAD Operator	\$55.00
Construction Services Manager	\$130.00
Construction Services Senior Technician	\$95.00
Construction Services Technician	\$75.00
Project Coordinator II	\$80.00
Project Coordinator I	\$60.00
Environmental Scientist	\$70.00
Clerical & Administration	\$50.00
Engineering Intern	\$30.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2014  
Missman, Inc.

*The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.*



# City of Moline

**Precision Midwest Contact:**

**Jesse Kinzenbaw**  
 jesse\_kinzenbaw@precisionmidwest.com  
 Phone: (630) 836-1000  
 Fax: (630) 836-8850  
 3 S 140 Barkley Ave.  
 Warrenville, IL 60555

**Quote No:** 0019581

**Billing Address:**

City of Moline  
 1640 6th Avenue  
 Moline, IL 61265

**Delivery Address:**

City of Moline  
 1640 6th Avenue  
 Moline, IL 61265

Line No	Item	Description	Qty.	Unit Price		Total
1	*SLSU-VISIONS63	S6 3" Total Station VISION Bundle	1.00	\$44,260.00		\$44,260.00
		TSC3 2.4 GHz Radio, Qwerty, CDMA MultiTrack S6 Target TBC Advanced SW Lic				
2	SLSU-S2005	ROBOTIC POWER KIT	1.00	\$1,859.00		\$1,859.00
3	82758-00	TSC3 - Range Pole Bracket	1.00	\$155.00		\$155.00
4	90553	Tri-Max Std Dual Clamp Tripod	1.00	\$440.00		\$440.00
5	ROD-BDL-TS-2	Rod/Bi-Pod/Bag - Bundle - PMW	1.00	\$495.00		\$495.00
6	EWLS-CU	Warranty - Control Unit	1.00	\$485.00		\$485.00
<b>Additional Items</b>						
8	*5220-11-BLK	TRIPOD,DUAL LOCK,ALL WOOD,ROUNDHEAD	3.00	\$222.95		\$668.85
9	*2152-07-BLK	TRIBRACH,W/OP,EU,STANDARD	2.00	\$310.95		\$621.90
10	*2070-00	ADAPTER,TRIBRACH,ROTATING	2.00	\$61.95		\$123.90
11	*6422-20-YLB	PRISM ASSY,SM,LEVER,0/-30,PREM	2.00	\$226.95		\$453.90
12	*6405-01-FOR	STAKEOUT,PRISM,25MM	1.00	\$224.95		\$224.95
13	*CST-68-3712	CST Range Pole 12' - 3' SECTIONS	1.00	\$62.00		\$62.00
14	NIKON-AE-7C-360	Nikon AE-7C Autolevel (360)	1.00	\$1,435.00		\$1,435.00
15	90004	LR-STD 25' Tenths	1.00	\$236.00		\$236.00
16	ML-1M	LOCATOR,MAGNETIC,SUBSURFACE	1.00	\$845.00		\$845.00
17	/DISCOUNT	TRIMBLE VISION PROMOTIONAL DISCOUNT (EXPIRES DEC. 31, 2014)	1.00	-\$6,210.00		-\$6,210.00
18	/DISCOUNT	TRADE-IN DISCOUNT FOR EXISTING TOTAL STATION (EXPIRES DEC. 31, 2014)	1.00	-\$7,000.00		-\$7,000.00
					Sub Total	\$39,155.50
					Sales Tax	\$0.00
					Freight	\$200.00
					Quote Total	\$39,355.50
Terms: Net30 days for approved accounts. Credit card payments subject to 3% service fee.						

**Proposal Valid UNTIL Dec 31, 2014 from above, promotions subject to change.**  
Includes 2 Year Warranty unless otherwise noted on hardware and software, 30 days on accessories.

Printed Name of Authorized Purchaser

Signature of Purchaser

Date

If approved and agree to terms please sign and date above, fax to **630-836-8850**, include any specific billing, shipping and purchase order information with this proposal please.



Council Bill/Resolution No. 1174-2014

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Purchase Agreement between the City of Moline and Precision Midwest to allow the City of Moline to purchase a Trimble S6-3" Robotic Total Station.

\_\_\_\_\_

WHEREAS, the Engineering Division's surveying workload continues to grow with the requirements of the Americans with Disabilities Act, the increased number of capital projects due to the Utility Tax funds, and requests for survey work from other Departments; and

WHEREAS, the workload now requires Engineering to regularly utilize two units of electronic surveying equipment; and

WHEREAS, the City currently has two units of electronic surveying equipment; and

WHEREAS, the City's secondary unit of electronic surveying equipment is beyond its useful life, is no longer accurate or reliable, and is no longer supported by the manufacturer; and

WHEREAS, staff recommends purchasing a Trimble S6-3" Robotic Total Station from Precision Midwest for \$39,355.50 to replace the City's secondary unit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to execute a Purchase Agreement between the City of Moline and Precision Midwest to allow the City of Moline to purchase a Trimble S6-3" Robotic Total Station; provided, however, that said Purchase Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
December 9, 2014

\_\_\_\_\_  
Date

Passed: December 9, 2014

Approved: December 16, 2014

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# Precision Midwest - Client Purchase Considerations

## **Trimble office software Client Installation and Network Server Rollout.**

1. Precision Midwest sales staff may include an optional service when either Trimble Business Center or Trimble RealWorks software is purchased. The optional professional services include recommended onsite installation and setup where a PMW staff member will come to install directly, or work with client IT staff, the Trimble office software. If the client chooses to decline this recommended service and requires post-sale technical support to make the software usable, Precision Midwest may charge the client our standard professional services fee of \$150/hour to assist in addition to providing free reference materials from Trimble on how to install and setup the software.

## **Precision Midwest Client Leasing Options.**

1. Precision Midwest offers customers very cost-effective equipment leasing programs. Here's a few benefits of leasing vs direct purchase:
  - a. Leasing allows customers to obtain today's cutting edge technology while managing cash flow to eliminate cash burdens on the client organization.
  - b. Most times, clients can put down a set amount of money as a down payment to help lower monthly payments.
  - c. Most times, equipment leasing is subject to IRS Sect 179 tax benefits for companies. *(Please consult with your direct tax professional to understand your situation.)*
  - d. In most of our leasing programs there is **NO EARLY PAYOFF PENALTY**. If you have a good year, you can pay off your lease early without being subject to service or hidden fees.
  - e. Customers can structure a lease on GNSS equipment, for example, so for the entire term the equipment is under both hardware and software warranty. Then, at the term end, the customer can turn in the equipment to obtain the latest technology available at that time to structure a new lease, or pay the final lease payment and fees, most times as little as \$1.
  - f. Customers with long projects can setup their lease and many times allow pass-thru billing to the client or project to accommodate the monthly lease payments.
  - g. EASY PAPERWORK - For most leases we only need a single (1) page application form, painless and quick.
2. **Trimble ZERO/36 (Most popular program):** Typically requires (2) advance payments and \$100 document processing fee. Client has option for 10% term residual, or \$1 buyout. This programs includes a client 4% straight participation fee, no compounding interest, just simple.
  - a. Example Lease Package:
    - i. **Trimble S6 3"** robotic total station system with **TSC3** controller, accessoires w/ trade-in credit:
    - ii. Monthly payment: \$1,089.52 (tax may be additional)
    - iii. At lease term, only pay \$1 to own equipment free and clear.
  - b. OR - Cash purchase discount price: **\$37,714.00** (+ sales tax as req'd)

\* Leasing programs and pricing listed are subject to change, please see your PMW sales associate for the current programs to be certain of your exact costs and benefits.



A SPECIAL ORDINANCE

REQUESTING        The County Clerk not to extend 2014 taxes for payment of principal and interest for the General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

WHEREAS, the City Council of the City of Moline, Illinois, passed Ordinances authorizing General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding; and

WHEREAS, the City expects to receive sufficient revenue from other sources to pay such principal and interest for the General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the City Clerk be, and is hereby authorized to request the County Clerk of Rock Island County, Illinois, not to extend the taxes for 2014 for such principal and interest authorized in and by such ordinances hereinabove specified.

**Section 2** – That this Ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

City of Moline Outstanding General Obligation Bonds as of 12/31/14

Bond Issue	Original	Outstanding	Funding	Purpose
2007A	\$ 10,000,000	\$ 9,580,000	Sales Tax	Partial Refinance 2004A
2010A	\$ 4,000,000	\$ 3,035,000	Water	Refinance 2001A
2011A	\$ 7,605,000	\$ 7,300,000	TIF7	Case Creek Trail
2011B	\$ 9,215,000	\$ 9,175,000	Sales Tax	Partial Refinance 2002A
2012A	\$ 3,010,000	\$ 2,880,000	TIF2	Refinance 2003/Reimb TIF2
2012B	\$ 1,400,000	\$ 1,400,000	TIF6	Moline Place Phase 2
2012C	\$ 7,350,000	\$ 5,860,000	TIF1	Refinance 2003B
2012D	\$ 3,220,000	\$ 1,110,000	Sales Tax	Refinance 2002A
2012E	\$ 5,930,000	\$ 3,760,000	TIF1	Refinance 2002B,02C,03A
2012F	\$ 5,180,000	\$ 4,950,000	CIP/Water/Storm	Refinance 2003
2012G	\$ 3,120,000	\$ 2,610,000	TIF1	Refinance 2004C (Parking Ramp)
2012H	\$ 7,450,000	\$ 7,400,000	Sales Tax	Refinance Remaining 2004A
2012I	\$ 3,440,000	\$ 3,405,000	TIF1	Refinance 2004B (Parking Ramp)
Total	\$ 70,920,000	\$ 62,465,000		

Council Bill/General Ordinance No. 3033-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3401, “Table 35-3401.1 Permitted Land Uses,” by adding Animal Boarding Services land use as a Special Use in the B-3 Community Business Zoning District.

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WHEREAS, an application to revise the Code was submitted by Roberta Milas and Robert W. Edwards, RWE Management Company to allow Animal Boarding Services as a Special Use in the B-3 Community Business Zoning Districts in the City of Moline; and

WHEREAS, on November 12, 2014, upon due notice of hearing, the Plan Commission held a public hearing in regard to the proposed amendments to Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, on said date, the Plan Commission recommended approval of the proposed amendments to the Moline Code of Ordinances’ land use designations to include Animal Boarding Services as a Special Use in the B-3 Community Business Zoning District; and

WHEREAS, this Council has received the recommendations of the Plan Commission for the proposed amendment, said recommendation having been formed after public hearing upon due notice, research, and input from City staff; and

WHEREAS, this ordinance will amend Chapter 35 of the Moline Code of Ordinances to incorporate the proposed amendment to Table 35-3401.1 “Permitted Land Uses.”

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That Chapter 35, “ZONING AND LAND DEVELOPMENT,” of the Moline Code of Ordinances, Article III, Division 4, “LAND USE REGULATIONS,” Section 35-3401, Table 35-3401.1, is hereby amended by adding Animal Boarding Services land uses as a Special Use in the B-3 Community Business Zoning District which shall read as follows:

**“Table 35-3401.1  
Permitted Land Uses**

\* \* \* \* \*

Type of Land Use													Principal Commercial Land Uses (Sec. 35-3408)				
Conservation (C-2)	General Agricultural (AG-2)	One-Family Residential (R-2)	One-Six Family Residential (R-4)	Multi-Family Residential (R-6)	Office District (O-1)	Office/Research Park (ORT)	Neighborhood Business (B-1)	Neighborhood Center (NC)	Central Business (B-2)	Community Business (B-3)	Highway/Intensive Business (B-4)	Light Industrial (I-1)	General Industrial (I-2)				
					P	P	P	P	P	P	P	P	P				(a) Office
					P	P	P	P	P	P	P						(b) Personal or Professional Service, Limited
						P	P	P	P	P	P						(c) Sales and Service, General
								S	P	P	P						(d) Sales and Service, Intensive
					S	S		S	S	P	P						(e) Sales and Service, In-Vehicle
										P	P						(f) Sales and Service, Outdoor Display
						S	P	P	P	P	P						(g) Restaurant
						P			P	P	P						(h) Lodging
								P	P	P	P						(i) Entertainment, Indoor
S											S	S	S				(j) Entertainment, Outdoor
												P	P				(k) Entertainment, Adult
								S	S	S	P	P	P				(l) Vehicle Repair and Maintenance, Minor
											P	P	P				(m) Vehicle Repair and Maintenance, Major
P	P									S	P	S	S				(n) Animal Boarding Services
											P						(o) Sales and Service, Cannabis Dispensing

\* \* \* \* \*

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No. 3034-2014

Sponsor: \_\_\_\_\_

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter.

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WHEREAS, Sections 2-2200(a) and (b) of the Moline Code of Ordinances sets forth the day, time and place of the City's Committee-of-the-Whole and City Council meetings; and

WHEREAS, the City's Committee-of-the-Whole and City Council meetings are held on the first four Tuesdays of each month beginning at 6:30 p.m.; there are no meetings on the fifth Tuesday of the month and there are exceptions to this schedule for holidays and the months of June, July and August; and

WHEREAS, the number of meeting dates per year is 43; and

WHEREAS, the Mayor has indicated that he has had difficulty filling vacancies for alderman positions due to the time commitment involved and the low compensation plan; the Mayor and City staff have also determined that some of the meetings have been extremely short in duration and not necessarily time efficient; and

WHEREAS, in an effort to be more efficient, the Mayor and City staff propose reducing the number of meetings from 43 per year to 36 per year (3 per month) per a set yearly meeting schedule.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Sections 2-2200(a) and (b) in their entirety and enacting in lieu thereof new Sections 2-2200(a) and (b) relating to the same subject matter, which shall read as follows:

**"SEC. 2-2200. DAYS, TIME AND PLACE OF REGULAR MEETINGS;  
ADJOURNED MEETINGS.**

(a) The City Council shall meet as a Committee-of-the-Whole at 6:30 p.m. at City Hall on three (3) Tuesdays of each month per a set yearly meetings schedule approved by special ordinance of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201 of the Code. If an alternate meeting date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made by special resolution of the City Council and proper public notice.

(b) The City Council shall hold its regular meetings at 6:30 p.m., or immediately following the Committee-of-the-Whole Meeting, at City Hall on three (3) Tuesdays of each month per a set yearly meetings schedule approved by special ordinance of the City Council at the end of the previous calendar year. The annual meetings schedule of regular meetings shall be prepared, posted and disseminated pursuant to the provisions of Section 2-2201. If an alternate date, time or location is deemed necessary by the mayor and/or the City Council, such change shall be made by special resolution of the City Council and proper public notice.”

\* \* \* \* \*

**Section 2** – That this ordinance shall be in full force and effect from and after January 1, 2015, pursuant to its passage, approval and, if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# 2015 MOLINE CITY COUNCIL MEETING SCHEDULE

Proposing to go from 43 Meetings to 36

## JANUARY

S	M	T	W	T	F	S
				H	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19		21	22	23	24
25	26	27	28	29	30	31

## FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	H		18	19	20	21
22	23	24	25	26	27	28

## MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16		18	19	20	21
22	23	24	25	26	27	28
29	30					

## APRIL

S	M	T	W	T	F	S
			1	2	H	4
5	6	7	8	9	10	11
12	13		15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	H		27	28	29	30
31						

## JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8		10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

## JULY

S	M	T	W	T	F	S
			1	2	H	4
5	6		8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17		19	20	21	22
23	24	25	26	27	28	29
30	31					

## SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	H		9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28		30			

## OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26		28	29	30	31

## NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	H	12	13	14
15	16	17	18	19	20	21
22	23		25	H	H	28
29	30					

## DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21		23	H	H	26
27	28		30	H	H	

AN ORDINANCE

AMENDING Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, by repealing Sections 2-2106 and 2-2205 in their entirety and enacting in lieu thereof new Sections 2-2106 and 2-2205 relating to the same subject matter.

WHEREAS, pursuant to Section 2-2106 of the Moline Code of Ordinances, each alderman is paid \$100 per meeting actually attended with six paid absences allowed per year, an overall compensation of \$4,600 per year; and

WHEREAS, City staff has determined that this per-meeting compensation plan, which has been in effect since 1994, is low compared to that of neighboring municipalities, it does not accurately represent the time spent performing aldermanic duties outside of City Council meetings, and a conversion to an annual salary paid on a bi-weekly basis would not only be a better representation of time spent, but would also be easier for payroll purposes; and

WHEREAS, further, staff is proposing a slight reduction in the number of City Council meetings to be held per year, and this conversion in the compensation plan for aldermen would maintain the same overall compensation of \$4,600 per year, as it is against State law to increase or decrease the compensation to an elected official during his or her term in office; and

WHEREAS, staff also recommends raising the salary of each alderman to \$8,000 per municipal year, commencing with the new term of office on May 2, 2017, to more accurately reflect the time spent performing aldermanic duties; and

WHEREAS, given these proposed changes, an enforcement mechanism should be established to ensure that aldermen attend the regular and special City Council meetings without excessive absenteeism that may cause delay in conducting government business; and

WHEREAS, "excessive absenteeism" shall be an absence from more than five City Council meetings per municipal year; after five absences within a municipal year, an alderman will be assessed an administrative fee of \$100 per absence and, effective May 2, 2017, \$222 per absence, with said amount to be paid to the City to defray the cost of delay caused by such absenteeism and the cost of compelling such attendance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That Chapter 2, "ADMINISTRATION," of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2106 in its entirety and enacting in lieu thereof one new Section 2-2106 relating to the same subject matter, which shall read as follows:

**"SEC. 2-2106. COMPENSATION.**

(a) Each alderman shall receive a salary of four thousand six hundred dollars (\$4,600.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance at all regular meetings and all special meetings of the City Council and any other services performed in the capacity of alderman.

(b) Effective May 2, 2017, each alderman shall receive a salary of eight thousand dollars (\$8,000.00) per municipal year, paid on a bi-weekly basis. This salary shall be compensation for attendance for all regular and all special meetings of the City Council and any other services performed in the capacity of alderman.

(c) No other compensation shall be allowed to any alderman for attendance at a regular meeting or a special meeting of the City Council or for any other services performed in the capacity of alderman. This subsection (c) shall not preclude reimbursement for actual expenses of travel, meals, and lodging incurred by aldermen in attending meetings on behalf of the City other than regular and special meetings of the City Council.”

**Section 2** – That Chapter 2, “ADMINISTRATION,” of the Moline Code of Ordinances, is hereby amended by repealing Section 2-2205, “QUORUM, COMPELLING ATTENDANCE OF ABSENT MEMBERS,” in its entirety and enacting in lieu thereof one new Section 2-2205 relating to the same subject matter, which shall read as follows:

**“SEC. 2-2205. QUORUM; COMPELLING ATTENDANCE OF ABSENT MEMBERS.**

(a) **Excessive absenteeism.** Excessive absenteeism shall mean an absence from more than five (5) meetings of the City Council during a municipal year. Any alderman who is absent from more than five (5) meetings during a municipal year shall be assessed an administrative fee of one hundred dollars (\$100.00) per absence in excess of five (5). Effective May, 2, 2017, the administrative fee shall be two hundred twenty-two dollars (\$222.00) per absence. The invoice for such fee will be issued by the City Clerk and shall be paid to the City’s Accounts and Finance office within thirty (30) days of the date of issuance.

(b) A majority of the whole number of the members of the City Council shall constitute a quorum to do business, but a lesser number may convene from time to time, and compel absent members to attend any regular or special meetings by a written citation to that effect, stating the day and hour of the meeting. The citation shall be signed by the mayor or the aldermen issuing it, and may be served by the chief of police, or by any officer authorized to serve processes in the City, by reading the citation to the absent members of the City Council. Any alderman who willfully fails to obey the citation may be expelled and his office may be declared vacant by a majority vote of the City Council.”

**Section 3** – That this ordinance shall be in full force and effect from and after January 11, 2015, pursuant to its passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

AN ORDINANCE

AMENDING Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter.

WHEREAS, the City of Moline imposes a motor fuel tax pursuant to Article III of the Moline Code of Ordinances, and Section 31-3100 thereof contains definitions of various types of fuel; and

WHEREAS, this amendment will add definitions for "biodiesel" and "compressed natural gas," allowing the City to begin collecting the motor fuel tax on these types of fuel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That Chapter 31, "TAXATION," of the Moline Code of Ordinances, Article III, "MOTOR FUEL TAX," Section 31-3100, "DEFINITIONS," is hereby amended by repealing said section in its entirety and enacting in lieu thereof one new Section 31-3100 relating to the same subject matter, which shall read as follows:

**"ARTICLE III. MOTOR FUEL TAX**

**SEC. 31-3100. DEFINITIONS.**

For the purpose of this article, whenever any of the following words, terms or definitions are used herein, they shall have the meaning ascribed to them in this section:

- (1) **Biodiesel** means a fuel composed of mono alkyl esters of long chain fatty acids derived from vegetable oils or animal fats, designated B100, and meeting the requirements of ASTM (American Society for Testing Materials) D6751.
- (2) **Bulk user** means any person who purchases motor fuel for storage in bulk storage facilities located within the City of Moline, which facilities are owned, leased or controlled by said person, for subsequent dispensing into the supply tanks of internal combustion engines operated by said person.
- (3) **Compressed natural gas** means natural gas compressed to a pressure at or above 200-248 bar (i.e., 2900-3600 pounds per square inch) and stored in high-pressure containers. Compressed natural gas is subject to tax at the rate established in Section 31-3101(a), below. However, because compressed natural gas cannot be measured in gallons, it must be converted to gallons using a conversion factor. For purposes of calculating tax under the Motor Fuel Tax Ordinance, a gallon of compressed natural gas means a quantity of compressed natural gas equal to 126.67 cubic feet of natural gas at 60 degrees Fahrenheit and one atmosphere of pressure. In the alternative, it means a quantity of compressed natural gas that weighs 5.66 pounds.
- (4) **Gasohol** means a fuel used chiefly in internal combustion engines which is comprised chiefly of gasoline and ethyl alcohols in variable quantities.

- (5) **Gasoline or diesel fuel** means a volatile, highly flammable or combustible, liquid mixture of hydrocarbons produced by the fractional distillation of petroleum and used chiefly as a fuel in internal combustion engines, but shall not include mixtures commonly known as kerosene and aviation fuel, or mixtures used in the heating of buildings.
- (6) **Motor fuel** means "gasohol" and "gasoline and diesel fuel" as defined in this section.
- (7) **Person** means any natural person, trustee, court appointed representative, syndicate, association, partnership, firm, club, company, corporation, business trust, institution, agency, contractor, supplier, vendor, vendee, operator, user or owner, or any officers, agents, employees, or other representative, acting either individually or for any other person in any capacity, or any other entity recognized by law as the subject of rights and duties.

The masculine, feminine, singular or plural is included in any circumstances.

- (8) **Retail gasoline dealer** means any person who engages in the business of selling motor fuel in the City of Moline, to a purchaser for use or consumption and not for resale in any form.
- (9) **Sale, resale, selling** means any transfer of ownership or possession, or both, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever for a valuable consideration.

**Section 2** – That this ordinance shall be in full force and effect from and after January 1, 2015, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

A SPECIAL ORDINANCE

AUTHORIZING the Fleet Manager to purchase commodity loads of fuel for the Public Works central fueling facility up to \$30,000.00.

WHEREAS, the most cost effective purchasing strategies typically involve purchasing full loads with a single point of drop; and

WHEREAS, the Public Works facility has 30,000 gallons of underground storage capacity and a full load is between 7,200 and 9,000 gallons; and

WHEREAS, these deliveries at current price points can exceed the manager level purchasing threshold identified in Appendix 1 of the Moline Code of Ordinances, which specifies \$14,999.99 as the maximum; and

WHEREAS, the administration is asking to have the purchasing authority for the Fleet Manager raised to a higher threshold, up to \$30,000.00, for the purpose of purchasing fuel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** - That the Fleet Manager is hereby authorized to purchase commodity loads of fuel for the Public Works central fueling facility up to an amount of \$30,000.00 without further authorization.

**Section 2** - That this ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other ordinance or resolutions with which it may conflict and shall not be considered to repeal, alter or void such ordinances or resolutions in conflict herewith.

**Section 3** - That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Fuel Order  
 City of Moline, Public Works - Fleet Division

Vendor	Phone #	Contact	Called	Type of Fuel	Order Amount	Cost/gallon	Total Cost	PO#
Blick & Blick	1-800-535-9468	Gene	*	90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0260		
				E85	0	\$0.0000		
						\$2.0260	\$14,992.40	
Gold Star F&S	1-800-255-3835	Denny O. Sally	*	90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0460		
				E85	0	\$0.0000		
						\$0.0000	\$15,140.40	
Molo Quint, LLC	563.285.1600	Tom	*	90/10 Ethanol Blend	0	\$0.0000		
	888-236-0497	or Chuck		Ultra Low Sulfur Diesel Clear Winterized	7,400	\$2.0372		
				E85	0	\$0.0000		
	x113					\$2.0372	\$15,075.28	
				90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized		\$0.0000	\$0.00	
Ordered from				90/10 Ethanol Blend	0	\$0.0000		
Blick and Blick				Ultra Low Sulfur Diesel Clear Winterized		\$0.0000	\$0.00	
				90/10 Ethanol Blend	0	\$0.0000		
				Ultra Low Sulfur Diesel Clear Winterized				
						0	\$0.00	

Council Bill/Special Ordinance No. 4054-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

GRANTING a perpetual gas and regulator station easement to MidAmerican Energy Company as limited and described herein.

\_\_\_\_\_  
WHEREAS, MidAmerican Energy Company has existing gas easements and gas facilities on City-owned property at 3620 38<sup>th</sup> Avenue, Moline, Illinois; and

WHEREAS, MidAmerican Energy Company has identified that the existing gas line along 38<sup>th</sup> Avenue is a high risk line in need of a gas regulator station to regulate the pressure; and

WHEREAS, MidAmerican Energy Company would like to acquire an easement from the City of Moline and install the gas regulator station on City-owned property adjacent to their existing facilities.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the Mayor and City clerk are hereby authorized to execute a perpetual easement to MidAmerican Energy Company for a strip of land approximately ten (10) feet by thirty-five (35) feet on City-owned property located at 3620 38<sup>th</sup> Avenue, Moline, Illinois, as described and limited in the attached sheet and plat incorporated herein by this reference thereto as Exhibit A.

**Section 2** – That the perpetual gas and regulator station easement described and limited in Exhibit A be and is hereby granted.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

Exhibit "A"

Prepared by and return to: Dawn M. Carlson 563.333.8150  
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350 – DAV4, Davenport, Iowa 52808-9986

**MIDAMERICAN ENERGY COMPANY  
GAS AND REGULATOR STATION EASEMENT**

Folder No. 178-14 GR  
Work Req. No. DR2445306  
Project No. 45371

State of Illinois  
County of Rock Island  
Section 10  
Township 17 North  
Range 1 West of the 4<sup>th</sup> P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) The City of Moline (Grantor), its successors and assigns, does hereby grant to MIDAMERICAN ENERGY COMPANY (Grantee), its successors and assigns, a perpetual, exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited, regulators, meters, valves, blow-offs, pipe fittings, fencing, protective post barriers, support brackets, piping, line markers and other reasonably necessary above or below ground equipment incident thereto (collectively "facilities") under, upon, and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("easement area").

**DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:**

A parcel of land in part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, City of Moline, County of Rock Island, State of Illinois, described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 10;

Thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way Line of 38<sup>th</sup> Avenue (Coaltown Road);

Thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 193.00 feet to the point of beginning;

Thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way Line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed, as Document Number 98-02505 in the Rock Island County Recorder's Office;

Thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet;

Thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning.

And also:

That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, described as follows: Commencing at the Southwest corner of said Section Ten (10); thence East along the South line of said Section Ten (10) Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the Southerly Right of Way Line of the public highway known as S.A.R. #21; thence North 80° 04' West along said Right of Way Line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; EXCEPTING therefrom that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968, and filed for record July 12, 1968, and recorded in the Recorder's Office of Rock Island County, Illinois, in Record Book 393 as Conveyance Number 669386; EXCEPTING THEREFROM the following: Commencing at the Southwest Corner of the Southwest Quarter of said Section 10; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest Quarter, a distance of 729.24 feet to the Southerly Right-of-Way line of 38<sup>th</sup> Avenue (Coaltown Road); thence South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 193.00 feet to the point of beginning; thence continuing South 79 degrees 30 minutes 19 seconds East along said Southerly Right-of-Way line, a distance of 127.70 feet to the Northwest corner of the premises conveyed to Ken W. Ferris by Corporation Warranty Deed recorded as Document Number 98-02505 in the Rock Island County Recorder's Office; thence South 00 degrees 29 minutes 20 seconds West along the West line of the premises so conveyed, a distance of 4.94 feet; thence North 77 degrees 20 minutes 09 seconds West, a distance of 128.65 feet to the point of beginning; the above described parcel of land contains 0.007 acre, more or less; for the purpose of this description the West line of the Southwest Quarter of said Section 10 has been assigned the bearing of North 00 degrees 00 minutes 00 seconds East; situated in the County of Rock Island and the State of Illinois.

#### EASEMENT AREA:

A gas and gas regulator station described as follows:

The Easterly Fifteen (15) feet of the Westerly Twenty-Five (25) feet of the Southerly Thirty-Five (35) feet of the Northerly Seventy-five (75) feet of the following described property: That part of the West One-Half (W ½) of the Southwest Quarter (SW ¼) of Section Number Ten (10) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth (4<sup>th</sup>) Principal Meridian, described as follows:

Beginning at the Southwest corner of said Section 10; thence East along the South line of said Section 10, Three Hundred Ten (310) feet; thence North Six Hundred Sixty and Five Tenths (660.5) feet to the southerly right of way line of the public highway known as S.A.R. #121; thence North 80° 04' West along said right of way line Three Hundred Twenty and Four Tenths (320.4) feet to the West line of said Section Ten (10); thence South along said Section line, Seven Hundred Twenty-Four (724) feet to the place of beginning; excepting that portion conveyed to the State of Illinois by Warranty Deed dated April 30, 1968 and filed for record July 12, 1968 and recorded in the Recorder's office of Rock Island County, Illinois in Record Book 393 as Conveyance No. 669386, situated in the County of Rock Island and State of Illinois.

As shown on Exhibit A – attached as shown hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the easement area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences, and structures that interfere with the proper maintenance of said facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or



# EXHIBIT "A"

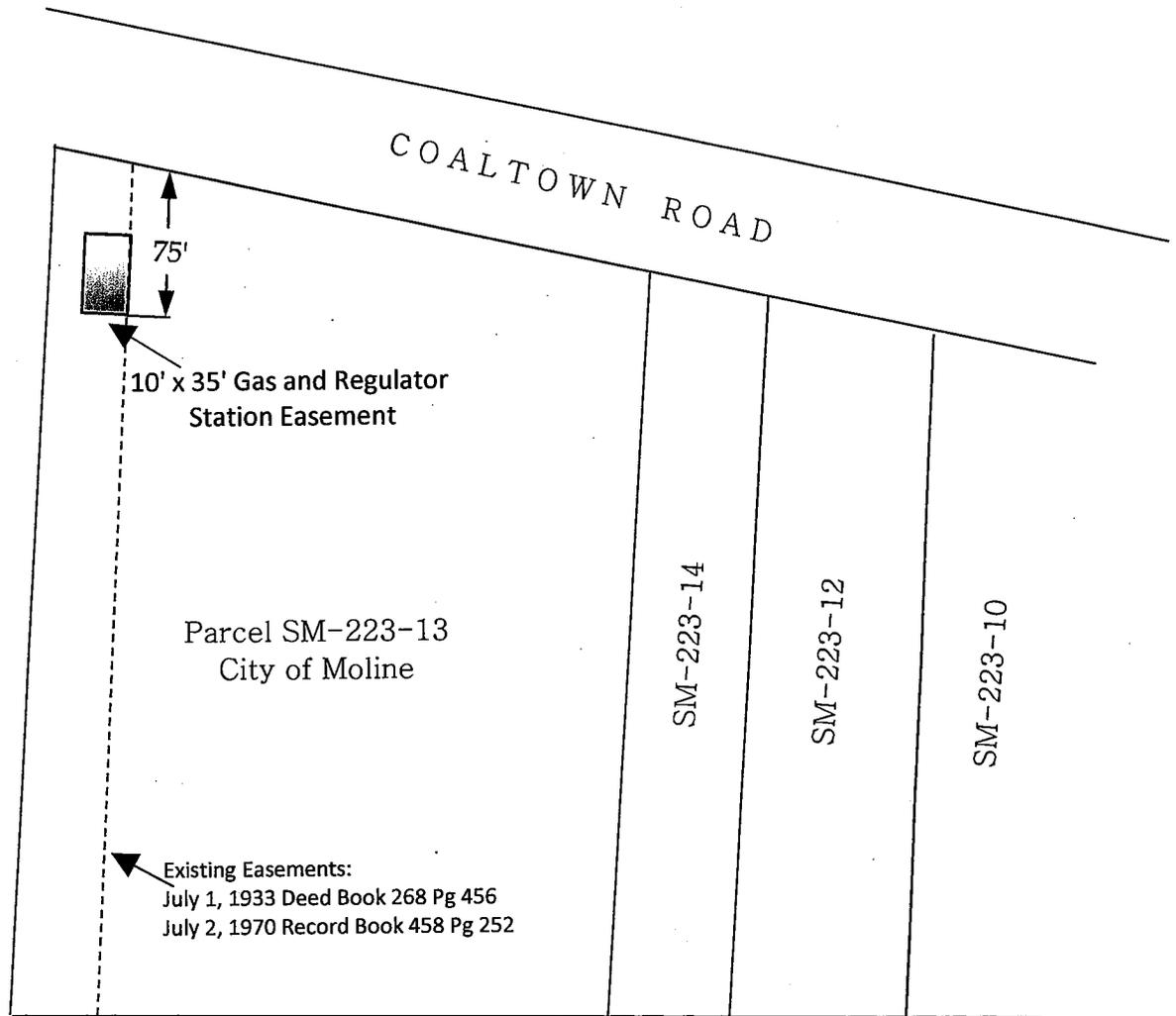
## LEGEND



- Easement Area

## EASEMENT AREA:

The Easterly Fifteen (15) feet of the  
 Westerly Twenty-Five (25) feet of the  
 Southerly Thirty-Five (35) feet of the  
 Northerly Seventy-Five (75) feet of  
 Parcel No. SM-223-13.



Customer: City of Moline  
 Address: 619 16th Street  
 City: Moline, Illinois 61265

ROW Agent: DMC

Job Desc: Gas and Regulator Station Easement

Scale: Not to Scale

Folder #: 178-14 GR

DR # 2445306

Date: November 20, 2014

Sec 10, T 17 N, R 1 W, 4th PM



Council Bill/Special Ordinance No. 4055-2014

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

SETTING                    the annual meetings schedule for 2015; and

AUTHORIZING            City staff to do all things necessary to notify the media of the 2015 annual meetings schedule.

\_\_\_\_\_

WHEREAS, pursuant to Section 2-2201 of the Moline Code of Ordinances, an annual meetings schedule of the City Council's proposed regular meetings for the next calendar year shall be prepared and provided to any local media that has filed an annual request for said schedule; and

WHEREAS, adoption of this ordinance will cause the annual meetings schedule to be set and provide for the required notification.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

**Section 1** – That the annual meetings schedule for 2015 is hereby set by the City Council, and City staff is hereby directed to do all things necessary to notify the media of the 2015 City Council Board/Committee Meetings Schedule as shown on Exhibit A attached hereto.

**Section 2** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
December 16, 2014  
Date

Passed: December 16, 2014

Approved: January 6, 2015

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

**2015 CITY OF MOLINE COUNCIL BOARD/COMMITTEE MEETINGS SCHEDULE**  
(dates times subject to change with notification)

COMMITTEE	LOCATION	TIME	DATES	DATES	DATES	DATES
Committee-of-the-Whole & City Council immediately following	City Hall-2nd Floor Council Chambers 619 16th Street	6:30 p.m. (or as deemed necessary)	Jan 06, 13, ---, 27 Feb 03, 10, ---, 24 Mar 03, 10, ---, 24	Apr 07, ---, 21, 28 May 05, 12, 19, --- Jun 02, ---, 16, 23, ---	Jul ---, 14, 21, 28 Aug 04, 11, ---, 25 Sep 01, ---, 15, 22, ---	Oct 06, 13, 20, --- Nov 03, 10, 17, --- Dec 01, 08, 15, ---, ---
Citizens Advisory Council on Urban Policy (CACUP)	City Hall-2nd Floor Committee-of-the-Whole 619-16th Street	4:00 p.m.	Jan --- Feb --- Mar ---	Apr 20 May 4, 18 Jun 1, 15	Jul --- Aug --- Sep 7, 21	Oct --- Nov --- Dec ---
Consolidated Public Safety Communications Budget Board	East Moline City Hall Conference Room 915 16th Ave, East Moline	4:00 p.m.	Feb 04		Jul 15	
Fire and Police Commissioners	Police Department Community Room 1640 6th Avenue	4:30 p.m.	Jan 13 Feb 10 Mar 10	Apr 14 May 12 Jun 09	Jul 14 Aug 11 Sep 08	Oct 13 Nov 10 Dec 08
Firefighters Pension Board	Central Fire Station Conference Room 1630 8th Avenue	9:00 a.m.	Jan 22	Apr 23	Jul 23	Oct 22
Foreign Fire Tax	Central Fire Station Conference Room 1630 8th Avenue	8:15 a.m.	Jan --- Feb 10 Mar ---	Apr 14 May --- Jun 09	Jul --- Aug 11 Sep ---	Oct 13 Nov --- Dec 08
Historic Preservation Advisory	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 12 Feb 09 Mar 09	Apr 13 May 11 Jun 08	Jul 13 Aug 10 Sep 14	Oct 12 Nov 09 Dec 07
Human Rights Commission	City Hall-2nd Floor Committee-of-the-Whole 619 16th Street	4:00 p.m.	Jan 08	Apr 09	Jul 09	Oct 08
Keep Moline Beautiful Commission	Public Works Building Conference Room 3635 4th Avenue	4:30 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Library Board of Trustees	Moline Public Library Platinum Room 3210 41st Street	12:00 p.m.	Jan 08 Feb 12 Mar 12	Apr 09 May 14 Jun 11	Jul 09 Aug 13 Sep 10	Oct 08 Nov 12 Dec 10
Park Board	Public Works Building Conference Room 3635 4th Avenue	3:30 p.m.	Jan 22 Feb 26 Mar 26	Apr 23 May 28 Jun 25	Jul 23 Aug 27 Sep 24	Oct 22 Nov --- Dec 03
Plan Commission	City Hall-2nd Floor Council Chambers 619 16th Street	4:00 p.m.	Jan 14, 28 Feb 11, 25 Mar 11, 25	Apr 08, 22 May 13, 27 Jun 10, 24	Jul 08, 22 Aug 12, 26 Sep 09, 23	Oct 14, 28 Nov 18 Dec 09
Police Pension Board of Trustees	Police Department Community Room 1640 6th Avenue	12:00 p.m.	Jan 22	Apr 23	Jul 23	Oct 22
Project Management Team	Renew Moline Conference Room 1506 River Drive	1:30 p.m.	Jan --- Feb 04 Mar 11	Apr --- May 13 Jun ---	Jul 15 Aug --- Sep 09	Oct --- Nov 18 Dec ---
Moline Centre Main Street Commission	QC Chamber of Commerce Suite 310 1601 River Drive	4:00 p.m.	Jan 19 Feb --- Mar 16	Apr 20 May 18 Jun 15	Jul 20 Aug 17 Sep 21	Oct 19 Nov 16 Dec 21
Special Services Area #5 - Bass Street	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 12	May 18	Aug 17	Nov 16
Special Services Area #6 - Downtown	QC Chamber of Commerce Suite 310 1601 River Drive	3:00 p.m.	Jan 19	Apr 20	Jul 20	Oct 19
Traffic Committee	Public Works Building Conference Room 3635 4th Avenue	1:30 p.m.	Jan 06 Feb 03 Mar 03	Apr 07 May 05 Jun 02	Jul 07 Aug 04 Sep 01	Oct 06 Nov 03 Dec 01
Youth Commission	Moline Public Library Platinum Room 3210 41st Street	4:00 p.m.	Jan --- Feb --- Mar 19	Apr 16 May 21 Jun ---	Jul --- Aug --- Sep 17	Oct 15 Nov 19 Dec 17