

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, March 24, 2015

Oath of Office

Oath of office for regular commissioned appointment as a Police Officer to James R. Feehan effective March 25, 2015 (hire date March 25, 2014).

Proclamation

A Proclamation from the Junior Achievement of the Heartland to declare April 2, 2015, as “Junior Achievement Day.”

A Proclamation from the The Pilot Club of Moline to declare March 16-22, 2015, as “Brain Awareness Week.”

Questions on the Agenda

Agenda Items

- 1. Purchase of Propane Mowers** (JD Schulte, Fleet Services Manager)
- 2. Lease Agreements for City Farms** (Chris Mathias, Property Management Coordinator)
- 3. Concession Lease Agreement** (Bernita Reese, Parks Recreation Director)
- 4. CDC Loan** (Ray Forsythe, Planning & Development Director)
- 5. Wireless Site Agreement** (Maureen Riggs, City Attorney)
- 6. John Deere Road Resolution with State** (Scott Hinton, City Engineer)
- 7. John Deere Road Plans** (Scott Hinton, City Engineer)
- 8. John Deere Road Phase 2 Agreement** (Scott Hinton, City Engineer)
- 9. Other**
- 10. Public Comment**

Informational

Traffic Signals – Avenue of the Cities and 34th Street. (Scott Hinton, City Engineer)

Explanation

- 1. A Resolution authorizing the purchase of six grounds maintenance units for the Parks and Recreation Department from Holland and Sons, Inc., Geneseo, Illinois, in the amount of \$82,194.66.** (J.D. Schulte, Fleet Manager)

Explanation: Several grounds maintenance units in the Parks and Recreation Department have exceeded their useful life. These mowing systems are used throughout the Parks system for turf maintenance. The units being proposed have two significant changes over previously used models in the City of Moline fleet. These units will operate on clean burning propane fuel and offer both a lower price point at time of purchase, as well as a lower cost of operation. The second significant difference is the inclusion of a new technology referred to as a Tweel. A Tweel is a suspension-type tire and wheel configuration that uses no air. The Illinois Association of County Board Members and Commissioners has bid discounts that are extended to all constituents from the John Deere Company. The local John Deere dealer, Holland and Sons, Inc., is able to furnish six of the recommended mowing systems on contract #10-LT00777-A at the discounted price of \$82,194.66. Additional documentation is attached.

Staff Recommendation: Approval
Fiscal Impact: \$87,575.00 budgeted in Account #448-0867-437.07-03
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City, A Great Place to Live, Quality Neighborhoods

- 2. A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement with Reason Farms to farm City-owned property located at Runge Farm (RICO Tax Parcels 11-64, 11-64-C and 11-68), Pryce Farms (RICO Tax Parcels 12-112 and 12-119), and Bealer Farm (RICO Tax Parcel 11-49) from April 21, 2015 through December 31, 2018.** (Chris Mathias, Property Management Coordinator)

Explanation: The City of Moline owns three large farm properties south of the QC Airport which are being held for future residential development. City staff opted to put a Request for Proposals (RFP) out this year to try to increase farm rents collected on these properties. The City received three bids in response to the RFP. The highest bid was from Jason Flickinger of Reason Farms, Joy, Illinois, at \$215/tillable acre. The other two bids received were for \$145/tillable acre and \$176/tillable acre. With the new lease, revenues will increase by \$85/tillable acre, a 65% increase in profit. The new tenant will also continue to till in the leaves that Public Works collects from the leaf vacuuming program and save the City money on landfill costs.

Staff Recommendation: Approval
Fiscal Impact: Revenue increase of \$32,250 annually
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City

- 3. A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with John Rogers DBA Roy's All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2015 through October 31, 2015.** (Bernita Reese, Parks Recreation Director)

Explanation: John Rogers DBA Roy's All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing the Parkway. John Rogers DBA Roy's All Fed Up has been providing these services at this location on Ben Butterworth Parkway since 2008. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: City of Moline will receive revenue of \$650 for the lease term.
Goals Impacted: A Great Place to Live, Financially Strong City

4. A Resolution authorizing the Mayor and City Clerk to execute a Loan Agreement between the City of Moline and the Moline Community Development Corporation, an Illinois Not-For-Profit Corporation, in the amount of \$10,000 to assist with rehabilitation of property at 1224 18th Street, Moline. (Ray Forsythe, Planning & Development Director)

Explanation: In order to fund the rehabilitation of property located at 1224 18th Street, the Moline Community Development Corporation (MCDC) needs additional funds and is requesting a loan from the City. Proceeds from the loan will complete the final phase of the project. Once the MCDC sells the home to a qualified family, the MCDC will repay the City loan. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$10,000 loan from the General Fund
Public Notice/Recording: A Promissory Note and Mortgage will be recorded
Goals Impacted: A Great Place to Live

5. A Special Ordinance authorizing the Mayor and City Clerk to execute a Temporary Antenna Site Lease and corresponding documents between the City of Moline and New Cingular Wireless PCS (“Tenant”) to allow Tenant to temporarily relocate its wireless communications equipment to a portion of City-owned property at 309 12th Street, Moline, from March 1, 2015 through June 30, 2016. (Maureen Riggs, City Attorney)

Explanation: New Cingular Wireless PCS (“Tenant”) has certain wireless communications equipment on the former O’Rourke Brothers building located at 12th Street and 4th Avenue, Moline. Tenant wishes to relocate the equipment to and lease a portion of City-owned property at 309 12th Street (the former River Bend Food Reservoir property), during renovation and construction of a new hotel at the O’Rourke building pursuant to the development agreement for the Quad Cities Multi-Modal Station project. The term of the lease would be March 1, 2015 through June 30, 2016, with an option to renew monthly for six months upon mutual consent of the parties. The lease rent will be \$10.00 per month for the lease term and any extension granted. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Revenue of \$10.00 per month to the City for the lease term and any extension
Public Notice/Recording: N/A
Goals Impacted: A Great Place to Live, Improved City Infrastructure & Facilities
Financially Strong City

6. A Resolution authorizing approval of a Resolution for Improvement by Municipality under the Illinois Highway Code for Motor Fuel Tax (MFT) Section 15-00260-00-PV, John Deere Road Widening, Phase 2. (Scott Hinton, City Engineer)

Explanation: A Resolution for Improvement is necessary to use MFT Reserves for the City of Moline’s portion of the Illinois Department of Transportation’s John Deere Road Widening project. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are not budgeted; however, \$331,072.00 is available in account #220-9838-436.08-10
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

7. A Resolution authorizing approval of plans and specifications as proposed by the State of Illinois, Department of Transportation, for a joint City-State improvement of Illinois 5 (John Deere Road Expressway) from 38th Street to 70th Street, FAP 595, State Section (142-1, 142)R, in the City of Moline, Rock Island County, Illinois. (Scott Hinton, City Engineer)

Explanation: A portion of the John Deere Road Widening Project will be added to the City of Moline's street system after completion of the project. The Illinois Department of Transportation (IDOT) requires that the City of Moline pass a Resolution formally approving IDOT's plans and specifications for the work. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities

8. A Resolution authorizing the Mayor and City Clerk to execute an Agreement with the Illinois Department of Transportation related to Phase 2 of the John Deere Road Widening Project. (Scott Hinton, City Engineer)

Explanation: The Illinois Department of Transportation (IDOT) requires the City of Moline to execute an Agreement detailing cost sharing, ownership, and future maintenance responsibilities for improvements made as part of Phase 2 of the John Deere Road Widening Project. IDOT agrees to widen and improve IL 5 (John Deere Road) from I-74 to 70th Street, design the improvements in their entirety, administer the contract for construction, and maintain all improvements within IDOT's right-of-way (ROW). In return, the City of Moline agrees to relocate City-owned utilities that conflict with the proposed improvements, reimburse IDOT for construction costs to City-owned infrastructure and local streets within the project limits, and assume ownership for improvements outside of IDOT ROW.

The City's estimated share of the \$55,200,000 project is \$331,072. This reflects an 80% Federal funding share for most improvements deemed to be the City's responsibility. The Agreement requires the City to submit a payment of 80% of the City's estimated share upon award of the contract and a final payment based on final quantities constructed at the completion of the project. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Funds are not budgeted; however, sufficient Motor Fuel Tax and Utility Reserves are available.
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, Upgrade City Infrastructure & Facilities



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Holland & Sons, Inc.
939 Us Hwy 6 East
Geneseo, IL 61254
309-944-2101
DDeSplinter@hollandandsons.com

Quote Summary

Prepared For:

City Of Moline Public Works
3635 4th Ave
Moline, IL 61265
Business: 309-524-2380

Delivering Dealer:

Holland & Sons, Inc.
Justin Goodrich
939 Us Hwy 6 East
Geneseo, IL 61254
Phone: 309-944-2101
jgoodrich@hollandandsons.com

Quote ID: 10969909
Created On: 20 February 2015
Last Modified On: 20 February 2015
Expiration Date: 22 March 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z970R Commercial ZTrak	\$ 12,199.11 X	1 =	\$ 12,199.11
Contract: IL Assoc of County Board Members_14-04-00777-A			
Price Effective Date: February 20, 2015			
Equipment Total			\$ 12,199.11

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 12,199.11
Trade In	
SubTotal	\$ 12,199.11
Total	\$ 12,199.11
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,199.11

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 10969909 Customer Name: CITY OF MOLINE PUBLIC WORKS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580;
 DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Holland & Sons, Inc.
 939 Us Hwy 6 East
 Geneseo, IL 61254
 309-944-2101
 DDeSplinter@hollandandsons.com

JOHN DEERE Z970R Commercial ZTrak

Hours:

Stock Number:

Contract: IL Assoc of County Board Members_14-04-00777-
 A

Selling Price *
 \$ 12,199.11

Price Effective Date: February 20, 2015

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2211TC	Z970R Commercial ZTrak	1	\$ 14,619.00	23.00	\$ 3,362.37	\$ 11,256.63	\$ 11,256.63
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1039	24x12N12 Michelin X Tweel Turf for 72 In. Decks	1	\$ 749.00	23.00	\$ 172.27	\$ 576.73	\$ 576.73
1506	72 In. 7-Iron PRO Side Discharge Mower Deck	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Fully Adjustable Suspension Seat with Armrests	1	\$ 475.00	23.00	\$ 109.25	\$ 365.75	\$ 365.75
Standard Options Total			\$ 1,224.00		\$ 281.52	\$ 942.48	\$ 942.48
Suggested Price							\$ 12,199.11
Total Selling Price			\$ 15,843.00		\$ 3,643.89	\$ 12,199.11	\$ 12,199.11

Quote Summary

Prepared For:
 City Of Moline Public Works
 3635 4th Ave
 Moline, IL 61265
 Business: 309-524-2380

Prepared By:
 Justin Goodrich
 Holland & Sons, Inc.
 939 Us Hwy 6 East
 Geneseo, IL 61254
 Phone: 309-944-2101
 jgoodrich@hollandandsons.com

Propane kit priced includes install BUT does not include the Propane Tank/Cylinder.

Quote Id: 10969971
Created On: 20 February 2015
Last Modified On: 20 February 2015
Expiration Date: 31 March 2015

Thanks Justin

Equipment Summary	Selling Price	Qty	Extended
ENVIROGARD Propane Conversion Kit	\$ 1,500.00 X	1 =	\$ 1,500.00
Equipment Total			\$ 1,500.00

Quote Summary

Equipment Total	\$ 1,500.00
SubTotal	\$ 1,500.00
Total	\$ 1,500.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 1,500.00

Salesperson : X _____

Accepted By : X _____

	A	B	C	D	E	F	G
1	Lifecycle Cost Analysis Z970R Diesel versus Propane						
2	Universal Variable Data			Derived Values		FORMULA/SOURCE:	
3	Target Months in Service:	96	Actual Months:	96	Actual Months in Service given the Maximum Replacement Hours and Hours-per-Month		
4	Target Replacement Hours:	6,720	Actual Hours:	6,720	Actual Hours at Replacement given the Maximum Service Months and Hours-per-Month		
5	Expected Avg Hours-per-Month Used:	70	Avg. Daily Hours:	4.0	Expected Average Hours-per-Month Used; Average Daily Hours given the Hours-per-Month entered		
6	Annual Interest Rate:	2.50%	Monthly Interest:	0.208%	Annual Interest Rate/12-months		
9	Book Depreciation Rate:	1.67%			Rate currently used by Fleet Services		
10	Diesel Fuel Cost-per-Gallon:	\$ 2.80			Average price of fuel per gallon for diesel		
11	Propane Fuel Cost-per-Gallon:	\$ 1.40			Average price of fuel per gallon for Propane		
14							
15		Diesel Engine	Propane Engine		Models being analyzed		
16	Acquisition Cost						
17	Factory Invoice Price	\$ 18,618.60	\$ 13,699.11		Price quoted by dealer		
19	AFV Rebate Illinois EPA	\$ -	\$ -		Illinois EPA Green Fleet Rebate for alternative vehicle purchase		
22	Net Acquisition Cost	\$ 18,618.60	\$ 13,699.11	\$ -	Invoice Price - Fleet Incentives		
23	Fixed Costs						
24	Effective Depreciation	\$ 14,894.88	\$ 10,959.29		Net Acquisition Cost - Projected Resale Price		
25	<i>Projected Resale Price</i>	\$ 3,723.72	\$ 2,739.82		Value anticipated from historic comparisons		
28	Cost of Money	\$ 1,274.05	\$ 937.41	\$ -	Cost of Money not invested for rate of return. (Year 1 interest + Year 2 interest + Year 3 interest + Year 4 interest + Year 5 interest)		
29	Year 1	\$ 422.71	\$ 311.02	\$ -	(Net Vehicle Cost * Year 1 Interest Factor) * Year 1 Total Months		
30	Year 2	\$ 329.43	\$ 242.39	\$ -	(Net Vehicle Cost * Year 2 Interest Factor) * Year 2 Total Months		
31	Year 3	\$ 236.15	\$ 173.76	\$ -	(Net Vehicle Cost * Year 3 Interest Factor) * Year 3 Total Months		
32	Year 4	\$ 142.87	\$ 105.12	\$ -	(Net Vehicle Cost * Year 4 Interest Factor) * Year 4 Total Months		
33	Year 5	\$ 142.87	\$ 105.12	\$ -	(Net Vehicle Cost * Year 5 Interest Factor) * Year 5 Total Months		
37	Delivery Days	30	30		Calendar days for guaranteed delivery		
40	Total Fixed Cost:	\$ 16,168.93	\$ 11,896.70	\$ -	Actual Depreciation + Interest + Build Time Delay Cost		
41	Operating Costs						
42	Total Fuel Cost	\$ 9,649.23	\$ 3,523.60		(Actual Hours/Estimated Hours-per-Gallon) * Fuel Cost-per-Gallon		
43	<i>Estimated Gallons-per-hour</i>	1.95	2.67		Value from actual experience		
44	Total Maintenance Cost	\$ 20,462.40	\$ 20,160.00		Actual Mileage * Estimated Maintenance Cost-per-Hour		
45	<i>Estimated Maintenance Cost-per-Hour</i>	\$ 3.0450	\$ 3.0000		Value from actual experience (Insurance, license, maintenance, etc...)		
46	Total Operating Cost:	\$ 30,111.63	\$ 23,683.60	\$ -	Total Fuel Cost + Total Maintenance Cost		
47	Personal Use Costs						
48	Fixed Cost for Personal Use	\$ -	\$ -	\$ -	Total Fixed Cost * Estimated Personal Use		
49	Operating Cost for Personal Use	\$ -	\$ -	\$ -	Total Operating Cost * Estimated Personal Use		
50	Total Personal Use Cost	\$ -	\$ -	\$ -	Fixed Cost for Personal Use + Operating Cost for Personal Use (amount to be reimbursed to City by employee)		
51							
52	Total Lifecycle Cost:	\$ 46,280.56	\$ 35,580.30	\$ -	Total Fixed Cost + Total Operating Cost - Total Personal Use Cost		
53	Lifecycle Cost-per-Hour:	\$ 6.8870	\$ 5.2947	\$ -	Total Lifecycle Cost / Actual Hours		
54							

CITY OF MOLINE
LEASE AGREEMENT

RUNGE FARM

THIS LEASE AGREEMENT made and entered into the 21st day of April, 2015, by and between the CITY OF MOLINE, ILLINOIS, a Municipal Corporation (hereinafter called CITY) and Reason Farms, 1736 120th St., Joy, IL 61260 (hereinafter called TENANT).

In consideration of the mutual covenants and agreements set forth herein below, the CITY and TENANT agree as follows:

SECTION 1 – PREMISES

The CITY rents and leases to the TENANT, to occupy and to use for agricultural purposes only, approximately thirty (30) tillable acres of the approximately seventy-two (72) total acres commonly referred to as the “Runge Farm” (hereinafter also referred to as “Premises”), Tax Parcels No. 11-64, No. 11-64-C, and No. 11-68 located at 8801 and 8805 Knoxville Road, Milan, in the County of Rock Island, State of Illinois, being more particularly described in the Exhibit “1” legal description attached hereto and incorporated herein.

SECTION 2 – TERM OF AGREEMENT

- A. TERM – The term of this Agreement, hereafter called LEASE, shall be from April 21, 2015 through December 31, 2018 and the TENANT shall surrender possession of the Premises at the end of the term identified above.
- B. RENEWAL – Should the TENANT desire to extend the LEASE in succeeding years, the term of the LEASE will be renegotiated at least thirty (30) days prior to the end of the Term of this lease. Any intent to extend the LEASE beyond the above stated term shall be placed in writing and delivered to the CITY at least thirty (30) days prior to the end of the current term.
- C. RIGHT TO TERMINATE – The CITY or TENANT shall have the right to terminate this LEASE before the end of the term upon giving a thirty (30) day written notice of such termination; provided, however, that CITY agrees to pay TENANT’S costs and expenses related to farming the Premises should termination occur prior to TENANT harvesting crops planted herein.
- D. DEFAULT – If either party fails to carry out substantially the terms of the lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice.

- E. **YIELDING POSSESSION** – The TENANT agrees at the expiration or termination of this lease to yield possession of the Premises to the CITY without further demand or notice, in as good order and condition as when TENANT entered upon the lease, less by fire, flood, or tornado, and ordinary wear expected. If the TENANT fails to yield possession, the TENANT shall pay to the CITY an amount of rent per day that is equal to the statutory double rent based on payment made during the prior year for each day the TENANT remains in possession, in addition to court costs and attorneys' fees, and any damages caused by the TENANT to the CITY'S land, improvements, livestock or other related farm personal property. Payments made by the TENANT do not give the TENANT any interest in the land or to land and the improvements.

SECTION 3 – RENT

- A. **RENT** – The TENANT agrees to pay annual cash rent for the above-described Premises in the amount of two hundred fifteen dollars (\$215.00) per tillable acre to the CITY. Said rent shall be due and payable in full to the CITY on or before September 1, 2015. Should the TENANT and CITY extend the LEASE for succeeding years, the annual cash rent shall be due and payable in full to the CITY on or before March 1 of each year.
- B. **CITY'S LIEN** – The CITY shall have a lien by operation of law, statute, and by agreement between the TENANT and CITY (hereinafter referred to as the Parties), on crops grown or growing on the above-described Premises as security for rent herein specified and for the faithful performance of the terms of the lease. Within ten days of being requested by the CITY, the TENANT shall provide the CITY with the names of persons or entities to whom TENANT intends to sell crops grown on the above-described Premises. Additionally, the TENANT agrees to cooperate fully in enabling the CITY'S timely "perfection" of its interest in any lien that may be provided by law, statute, and agreement such as now exists and as may be altered or amended in the future. The TENANT agrees to provide in a timely manner the CITY or the CITY'S attorney with the information that is considered necessary in order to protect and preserve the CITY'S right as provided by law, statute, and agreement between the Parties. If laws affecting this paragraph are changed in any manner, then the TENANT agrees to cooperate fully with any efforts of CITY to protect its interest.
- C. **ACCELERATION CLAUSE** – If, during the term of this lease, any of the machinery, equipment, goods, and chattels of the TENANT shall be seized or taken by creditors of the TENANT or if the TENANT becomes bankrupt or insolvent, then the current year's rent shall become due and payable and the term shall immediately be forfeited and void at the option of the CITY, the CITY having full and unrestricted access to the land as though the lease had not been made.

SECTION 4 – USE OF PREMISES

TENANT may use the Premises for grain production and CITY leaf disposal only. Any other use shall be deemed a material breach of this lease, unless authorized in writing by the CITY.

SECTION 5 – CITY’S INVESTMENT AND EXPENSES

The CITY agrees to provide the property and to pay the items of expense listed below:

1. The CITY will pay for the maintenance of access road and gates.

SECTION 6 – TENANT’S INVESTMENT AND EXPENSES

The TENANT agrees to furnish the property and to pay the items of expense listed below:

1. All property taxes assessed for Tax Parcel No. 11-64, No. 11-64-C, and No. 11-68. All the machinery, equipment, labor, fuel, and power necessary to farm the Premises properly.
2. All seed, inoculation, disease-treatment materials, and fertilizers.
3. The labor to repair/maintain gates.

SECTION 7 – TENANT’S DUTIES IN FARM OPERATION

The TENANT further agrees to perform and carry out the stipulations below:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said Premises and destroying same and keep weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches and to refrain from an operation that would injure them.
6. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
7. To keep the farmstead neat and orderly.
8. To prevent all unnecessary waste, or loss, or damage to the property of the CITY.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices and to comply with soil loss standards mandated by the state.
10. To practice fire protection, follow safety rules, and abide by restrictions in the CITY’S insurance contracts.

11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased Premises and adjoining areas; and to comply with state pesticide training, licensing, storing and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The TENANT agrees to provide to the CITY, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm, within 30 days of a written request.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the Premises, they will be only those planned to be used for farming purposes and will be in closed, tight containers above ground, clearly marked. No chemicals or chemical containers will be disposed of on the Premises.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Not to assign this LEASE to any person or persons or sublet any part of the Premises herein leased.
16. Not to displace any property pins, grading or utilities installed upon the Premises.
17. Not to erect or permit to be erected any structure or building or to incur any expense to the CITY for such purposes.
18. Not to permit, encourage, or invite other persons to use any part of all of this property for any purpose or activity (including hunting) not directly related to its use for agricultural production.
19. Not to plow any permanent pasture or meadowland.
20. Not to allow any stock on any part of the Premises.
21. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
22. Not to cut live trees for resale purposes or personal uses.
23. Not to erect or permit to be erected any commercial advertising signs on the farm.
24. To comply with all state and federal laws, rules and regulations relating to the Premises.

SECTION 8 – ADDITIONAL PROVISIONS AND AGREEMENTS

- A. CITY'S RIGHT OF ENTRY – The CITY reserves the right personally or by agents, employees, or assigns, to enter upon the Premises at any reasonable time to view them, to work or make repairs or improvements thereon, to have access to any portion of the Premises or improvements that have been excepted from this lease, to develop mineral resources, or, after notice of termination has been given and following severance of the crops, to prepare the land for next year's crop and for any other operation necessary in good farming by a succeeding operator. Prior to any default

by the TENANT, the CITY shall not interfere with the TENANT'S carrying out of the regular farming operation.

- B. MINERAL RIGHTS – Nothing in the LEASE shall confer upon the TENANT any right to mineral rights underlying the land. All mineral rights and interests, if any, remain the sole property of the CITY.
- C. LEAF DISPOSAL – The Parties agree the CITY will utilize the Premises for leaf disposal beginning on or about October 15 and continuing through December 1 during every year of the lease. TENTANT agrees to delay fall tillage of the Premises until December 2 unless otherwise agreed upon by the Parties in writing. TENANT further agrees to dispose of leaves, brought to the Premises by the CITY, through standard agricultural tillage practices, at no cost to CITY. CITY'S right of entry as contained in paragraph 8A above, includes but is not limited to, inspection and remediation for any failure of TENANT to exercise due diligence and good agricultural practice when disposing of leaves. Further, TENANT agrees to defend, indemnify and hold harmless the CITY for any failure of TENANT to exercise due diligence and good agricultural practice.
- D. TREE TRIMMING – TENANT may trim the trees that interfere with farming. Tree harvesting is not permitted, however, and firewood shall not be removed from the Premises.
- E. EXTENT OF AGREEMENT – The terms of this LEASE shall be binding on the heirs, executors, administrators, and assigns of both CITY and TENANT in like manner as upon the original Parties.
- F. CITY LIABILITY – The TENANT takes possession of the leased Premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements. Furthermore, TENANT shall indemnify and hold the CITY harmless from any and all acts in connection with use or misuse of Premises and from any/all accidents on the Premises.
- G. INTEGRATION CLAUSE – This document, when fully executed, shall represent the entire agreement between the Parties, and no party may rely upon any other written or oral representation concerning this matter.
- H. ALIENATION CLAUSE – City shall have the right to alienate said property during the Term of this lease upon thirty (30) days written notice to Tenant.

SECTION 9 – NOTICE

All notices required under this lease shall be deemed to be properly served when delivered in writing personally or sent certified mail as follows:

TO THE CITY:

Chris Mathias
City of Moline
619 16th Street
Moline, IL 61265

TO THE TENANT:

Jason Flickinger
Reason Farms
c/o 1736 120th Street
Joy, IL 61264

IN WITNESS THEREOF, the Parties have hereunto set their hands and seal and have caused these presents to be signed.

CITY: CITY OF MOLINE, ILLINOIS

TENANT: REASON FARMS

Mayor, Scott Raes

Jason Flickinger

Date

Date

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit “1”
Legal Description
(Attached – 3 Pages)

CITY OF MOLINE
LEASE AGREEMENT

PRYCE FARMS

THIS LEASE AGREEMENT made and entered into the 21st day of April, 2015, by and between the CITY OF MOLINE, ILLINOIS, a Municipal Corporation (hereinafter called CITY) and Reason Farms, 1736 120th St., Joy, IL 61260 (hereinafter called TENANT).

In consideration of the mutual covenants and agreements set forth herein below, the CITY and TENANT agree as follows:

SECTION 1 – PREMISES

The CITY rents and leases to the TENANT, to occupy and to use for agricultural purposes only, approximately ninety (90) tillable acres of the two hundred eleven and 82/100 (211.82) total acres commonly referred to as “Pryce Farms” (hereinafter also referred to as “Premises”), Tax Parcels No. 12-112 and No. 12-119, located south of 78th Avenue and west of 27th Street in the County of Rock Island, State of Illinois, being more particularly described in the Exhibit “1” legal description attached hereto and incorporated herein.

SECTION 2 – TERM OF AGREEMENT

- A. TERM – The term of this Agreement, hereafter called LEASE, shall be from April 21, 2015 through December 31, 2018 and the TENANT shall surrender possession of the Premises at the end of the term identified above.
- B. RENEWAL – Should the TENANT desire to extend the LEASE in succeeding years, the term of the LEASE will be renegotiated at least thirty (30) days prior to the end of the Term of this lease. Any intent to extend the LEASE beyond the above stated term shall be placed in writing and delivered to the CITY at least thirty (30) days prior to the end of the current term.
- C. RIGHT TO TERMINATE – The CITY or TENANT shall have the right to terminate this LEASE before the end of the term upon giving a thirty (30) day written notice of such termination; provided, however, that CITY agrees to pay TENANT’S costs and expenses related to farming the Premises should termination occur prior to TENANT harvesting crops planted herein.
- D. DEFAULT – If either party fails to carry out substantially the terms of the lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice.

- E. **YIELDING POSSESSION** – The TENANT agrees at the expiration or termination of this lease to yield possession of the Premises to the CITY without further demand or notice, in as good order and condition as when TENANT entered upon the lease, less by fire, flood, or tornado, and ordinary wear expected. If the TENANT fails to yield possession, the TENANT shall pay to the CITY an amount of rent per day that is equal to the statutory double rent based on payment made during the prior year for each day the TENANT remains in possession, in addition to court costs and attorneys' fees, and any damages caused by the TENANT to the CITY'S land, improvements, livestock or other related farm personal property. Payments made by the TENANT do not give the TENANT any interest in the land or to land and the improvements.

SECTION 3 – RENT

- A. **RENT** – The TENANT agrees to pay annual cash rent for the above-described Premises in the amount of two hundred fifteen dollars (\$215.00) per tillable acre to the CITY. Said rent shall be due and payable in full to the CITY on or before September 1, 2015. Should the TENANT and CITY extend the LEASE for succeeding years, the annual cash rent shall be due and payable in full to the CITY on or before March 1 of each year.
- B. **CITY'S LIEN** – The CITY shall have a lien by operation of law, statute, and by agreement between the TENANT and CITY (hereinafter referred to as the Parties), on crops grown or growing on the above-described Premises as security for rent herein specified and for the faithful performance of the terms of the lease. Within ten days of being requested by the CITY, the TENANT shall provide the CITY with the names of persons or entities to whom TENANT intends to sell crops grown on the above-described Premises. Additionally, the TENANT agrees to cooperate fully in enabling the CITY'S timely "perfection" of its interest in any lien that may be provided by law, statute, and agreement such as now exists and as may be altered or amended in the future. The TENANT agrees to provide in a timely manner the CITY or the CITY'S attorney with the information that is considered necessary in order to protect and preserve the CITY'S right as provided by law, statute, and agreement between the Parties. If laws affecting this paragraph are changed in any manner, then the TENANT agrees to cooperate fully with any efforts of CITY to protect its interest.
- C. **ACCELERATION CLAUSE** – If, during the term of this lease, any of the machinery, equipment, goods, and chattels of the TENANT shall be seized or taken by creditors of the TENANT or if the TENANT becomes bankrupt or insolvent, then the current year's rent shall become due and payable and the term shall immediately be forfeited and void at the option of the CITY, the CITY having full and unrestricted access to the land as though the lease had not been made.

SECTION 4 – USE OF PREMISES

TENANT may use the Premises for grain production and CITY leaf disposal only. Any other use shall be deemed a material breach of this lease, unless authorized in writing by the CITY.

SECTION 5 – CITY’S INVESTMENT AND EXPENSES

The CITY agrees to provide the property and to pay the items of expense listed below:

1. The CITY will pay for the maintenance of access road and gates.

SECTION 6 – TENANT’S INVESTMENT AND EXPENSES

The TENANT agrees to furnish the property and to pay the items of expense listed below:

1. All property taxes assessed for Tax Parcels No. 12-112 and No. 12-119
2. All the machinery, equipment, labor, fuel, and power necessary to farm the Premises properly.
3. All seed, inoculation, disease-treatment materials, and fertilizers.
4. The labor to repair/maintain gates.

SECTION 7 – TENANT’S DUTIES IN FARM OPERATION

The TENANT further agrees to perform and carry out the stipulations below:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said Premises and destroying same and keep weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches and to refrain from an operation that would injure them.
6. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
7. To keep the farmstead neat and orderly.
8. To prevent all unnecessary waste, or loss, or damage to the property of the CITY.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices and to comply with soil loss standards mandated by the state.

10. To practice fire protection, follow safety rules, and abide by restrictions in the CITY'S insurance contracts.
11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased Premises and adjoining areas; and to comply with state pesticide training, licensing, storing and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The TENANT agrees to provide to the CITY, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm, within 30 days of a written request.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the Premises, they will be only those planned to be used for farming purposes and will be in closed, tight containers above ground, clearly marked. No chemicals or chemical containers will be disposed of on the Premises.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Not to assign this LEASE to any person or persons or sublet any part of the Premises herein leased.
16. Not to displace any property pins, grading or utilities installed upon the Premises.
17. Not to erect or permit to be erected any structure or building or to incur any expense to the CITY for such purposes.
18. Not to permit, encourage, or invite other persons to use any part of all of this property for any purpose or activity (including hunting) not directly related to its use for agricultural production.
19. Not to plow any permanent pasture or meadowland.
20. Not to allow any stock on any part of the Premises.
21. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
22. Not to cut live trees for resale purposes or personal uses.
23. Not to erect or permit to be erected any commercial advertising signs on the farm.
24. To comply with all state and federal laws, rules and regulations relating to the Premises.

SECTION 8 – ADDITIONAL PROVISIONS AND AGREEMENTS

- A. CITY'S RIGHT OF ENTRY – The CITY reserves the right personally or by agents, employees, or assigns, to enter upon the Premises at any reasonable time to view them, to work or make repairs or improvements thereon, to have access to any portion of the Premises or improvements that have been excepted from this lease, to develop mineral resources, or, after notice of termination has been given and following

severance of the crops, to prepare the land for next year's crop and for any other operation necessary in good farming by a succeeding operator. Prior to any default by the TENANT, the CITY shall not interfere with the TENANT'S carrying out of the regular farming operation.

- B. MINERAL RIGHTS – Nothing in the LEASE shall confer upon the TENANT any right to mineral rights underlying the land. All mineral rights and interests, if any, remain the sole property of the CITY.
- C. LEAF DISPOSAL – The Parties agree the CITY will utilize the Premises for leaf disposal beginning on or about October 15 and continuing through December 1 during every year of the lease. TENTANT agrees to delay fall tillage of the Premises until December 2 unless otherwise agreed upon by the Parties in writing. TENANT further agrees to dispose of leaves, brought to the Premises by the CITY, through standard agricultural tillage practices, at no cost to CITY. CITY'S right of entry as contained in paragraph 8A above, includes but is not limited to, inspection and remediation for any failure of TENANT to exercise due diligence and good agricultural practice when disposing of leaves. Further, TENANT agrees to defend, indemnify and hold harmless the CITY for any failure of TENANT to exercise due diligence and good agricultural practice.
- D. TREE TRIMMING – TENANT may trim the trees that interfere with farming. Tree harvesting is not permitted, however, and firewood shall not be removed from the Premises.
- E. EXTENT OF AGREEMENT – The terms of this LEASE shall be binding on the heirs, executors, administrators, and assigns of both CITY and TENANT in like manner as upon the original Parties.
- F. CITY LIABILITY – The TENANT takes possession of the leased Premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements. Furthermore, TENANT shall indemnify and hold the CITY harmless from any and all acts in connection with use or misuse of Premises and from any/all accidents on the Premises.
- G. INTEGRATION CLAUSE – This document, when fully executed, shall represent the entire agreement between the Parties, and no party may rely upon any other written or oral representation concerning this matter.
- H. ALIENATION CLAUSE – City shall have the right to alienate said property during the Term of this lease upon thirty (30) days written notice to Tenant.

SECTION 9 – NOTICE

All notices required under this lease shall be deemed to be properly served when delivered in writing personally or sent certified mail as follows:

TO THE CITY:

Chris Mathias
City of Moline
619 16th Street
Moline, IL 61265

TO THE TENANT:

Jason Flickinger
Reason Farms
c/o 1736 120th Street
Joy, IL 61264

IN WITNESS THEREOF, the Parties have hereunto set their hands and seal and have caused these presents to be signed.

CITY: CITY OF MOLINE, ILLINOIS

TENANT: REASON FARMS

Mayor, Scott Raes

Jason Flickinger

Date

Date

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit “1”
Legal Description
(Attached – 2 Pages)

Part of the Northwest Quarter of Section 28, part of the Southwest Quarter of Section 28 and part of the Northwest Quarter of Section 33, all in Township 17 North, Range 1 West of the 4th P.M., Rock Island County, Illinois, being more particularly described as follows:

Commencing, as a point of reference, at the northeast corner of the Northwest Quarter of said Section 33; thence South $89^{\circ}-06'-45''$ West 69.65 feet along the north line of the Northwest Quarter of said Section 33 to a point on the west right of way line of 72nd Street as now established in Rock Island County, Illinois, said point being the POINT OF BEGINNING of the tract of land hereinafter described:

thence South $00^{\circ}-03'-25''$ East 2553.35 feet along the west right of way line of said 72nd Street to an angle point;

thence South $39^{\circ}-44'-55''$ West 31.24 feet to a point on the north right of way line of 100th Avenue as now established in Rock Island County, Illinois;

thence North $89^{\circ}-30'-45''$ West 623.57 feet along the north right of way line of said 100th Avenue;

thence northwesterly 146.59 feet along the north right of way line of said 100th Avenue being a curve concave northeasterly having a radius of 167.89 feet and a chord bearing and dimension of North $64^{\circ}-30'-00''$ West 141.98 feet;

thence North $39^{\circ}-29'-15''$ West 606.91 feet along the north right of way line of said 100th Avenue;

thence northwesterly 108.99 feet along the north right of way line of said 100th Avenue being a curve concave southwesterly having a radius of 298.77 feet and a chord bearing and dimension of North $49^{\circ}-56'-15''$ West 108.39 feet to a point on the west line of the East Half of the Northwest Quarter of said Section 33;

thence North $00^{\circ}-09'-25''$ West 1953.52 feet along the west line of the East Half of the Northwest Quarter of said Section 33 to a point on the south line of the Southwest Quarter of said Section 28;

thence South $89^{\circ}-06'-45''$ West 180.50 feet along the south line of the Southwest Quarter of said Section 28 to a point on the east line of property owned by the Rock Island County Forest Preserve District of Rock Island County, Illinois;

thence North $00^{\circ}-04'-40''$ East 1189.12 feet along the east line of said Forest Preserve property;

thence North $22^{\circ}-55'-05''$ West 867.34 feet along the east line of said Forest Preserve property;

thence North $11^{\circ}-41'-35''$ West 630.96 feet along the east line of said Forest Preserve property to a point on the south line of the Northwest Quarter of said Section 28;

thence North $89^{\circ}-18'-25''$ East 8.36 feet along the south line of the Northwest Quarter of said Section 28 to the southeast corner of a tract of land transferred to Stephen B. Soper by Warranty Deed recorded as Document Number 2004-21845 in the Office of the Recorder of Rock Island County, Illinois;

thence North $01^{\circ}-27'-20''$ East 890.73 feet along the east line of said Soper tract to a point on the south right of way line of 78th Avenue as now established in Rock Island County, Illinois;

thence North $71^{\circ}-05'-50''$ East 84.65 feet along the south right of way line of said 78th Avenue;

thence North 75°-48'-05" East 321.00 feet along the south right of way line of said 78th Avenue;
thence North 76°-48'-05" East 344.05 feet along the south right of way line of said 78th Avenue;
thence North 82°-04'-45" East 201.21 feet along the south right of way line of said 78th Avenue;
thence North 75°-48'-55" East 400.00 feet along the south right of way line of said 78th Avenue;
thence North 74°-46'-45" East 559.27 feet along the south right of way line of said 78th Avenue
to the west right of way line of said 72nd Street;
thence South 00°-03'-25" East 1325.04 feet along the west right of way line of said 72nd Street;
thence South 10°-28'-05" West 136.86 feet along the west right of way line of said 72nd Street;
thence South 08°-25'-20" East 171.83 feet along the west right of way line of said 72nd Street;
thence South 01°-18'-55" West 626.18 feet along the west right of way line of said 72nd Street;
thence South 00°-03'-25" East 154.00 feet along the west right of way line of said 72nd Street;
thence South 03°-52'-15" East 225.50 feet along the west right of way line of said 72nd Street;
thence South 00°-03'-25" East 568.19 feet along the west right of way line of said 72nd Street;
thence South 02°-47'-55" West 100.12 feet along the west right of way line of said 72nd Street;
thence South 02°-55'-10" East 100.12 feet along the west right of way line of said 72nd Street;
thence South 00°-03'-25" East 510.84 feet along the west right of way line of said 72nd Street to
the point of beginning.

Containing 210.21 acres, more or less.

ALSO INCLUDING THE FOLLOWING DESCRIBED TRACT:

Part of the West Half of the Southeast Quarter of Section 28, Township 17 North,
Range 1 West of the 4th P.M., Rock Island County, Illinois, being more particularly described as
follows:

Commencing, as a point of reference, at the southeast corner of the Southeast Quarter of the
Northeast Quarter of the ~~Southwest~~ Quarter of said Section 28; thence North
47°-14'-00" East 9.93 feet to a point on the east right of way line of 72nd Street as now
established in Rock Island County, Illinois, said point being the POINT OF BEGINNING of the
tract of land hereinafter described:

thence continuing North 47°-14'-00" East 258.57 feet;

thence North 17°-30'-55" West 600.00 feet to a point on the east right of way line of said 72nd
Street;

thence South 00°-42'-30" West 747.81 feet along the east right of way line of said 72nd Street to
the point of beginning.

Containing 1.61 acres, more or less.

CITY OF MOLINE
LEASE AGREEMENT

BEALER FARM

THIS LEASE AGREEMENT made and entered into the 21st day of April, 2015, by and between the CITY OF MOLINE, ILLINOIS, a Municipal Corporation (hereinafter called CITY) and Reason Farms, 1736 120th St., Joy, IL 61260 (hereinafter called TENANT).

In consideration of the mutual covenants and agreements set forth herein below, the CITY and TENANT agree as follows:

SECTION 1 – PREMISES

The CITY rents and leases to the TENANT, to occupy and to use for grain production and CITY leaf disposal only, approximately thirty (30) tillable acres of the approximately 55.762 total acres commonly referred to as the “Bealer Farm” (hereinafter also referred to as “Premises”), Tax Parcel No. 11-49, located in the County of Rock Island, State of Illinois, being more particularly described in the Exhibit “1” legal description attached hereto and incorporated herein.

SECTION 2 – TERM OF AGREEMENT

- A. TERM – The term of this Agreement, hereafter called LEASE, shall be from April 21, 2015 through December 31, 2018 and the TENANT shall surrender possession of the Premises at the end of the term identified above.
- B. RENEWAL – Should the TENANT desire to extend the LEASE in succeeding years, the term of the LEASE will be renegotiated at least thirty (30) days prior to the end of the Term of this lease. Any intent to extend the LEASE beyond the above stated term shall be placed in writing and delivered to the CITY at least thirty (30) days prior to the end of the current term.
- C. RIGHT TO TERMINATE – The CITY or TENANT shall have the right to terminate this LEASE before the end of the term upon giving a thirty (30) day written notice of such termination; provided, however, that CITY agrees to pay TENANT’S costs and expenses related to farming the Premises should termination occur prior to TENANT harvesting crops planted herein.
- D. DEFAULT – If either party fails to carry out substantially the terms of the lease in due and proper time, the lease may be terminated by the other party by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice.

- E. **YIELDING POSSESSION** – The TENANT agrees at the expiration or termination of this lease to yield possession of the Premises to the CITY without further demand or notice, in as good order and condition as when TENANT entered upon the lease, less by fire, flood, or tornado, and ordinary wear expected. If the TENANT fails to yield possession, the TENANT shall pay to the CITY an amount of rent per day that is equal to the statutory double rent based on payment made during the prior year for each day the TENANT remains in possession, in addition to court costs and attorneys' fees, and any damages caused by the TENANT to the CITY'S land, improvements, livestock or other related farm personal property. Payments made by the TENANT do not give the TENANT any interest in the land or to land and the improvements.

SECTION 3 – RENT

- A. **RENT** – The TENANT agrees to pay annual cash rent for the above-described Premises in the amount of two hundred fifteen dollars (\$215.00) per tillable acre to the CITY. Said rent shall be due and payable in full to the CITY on or before September 1, 2015. Should the TENANT and CITY extend the LEASE for succeeding years, the annual cash rent shall be due and payable in full to the CITY on or before March 1 of each year.
- B. **CITY'S LIEN** – The CITY shall have a lien by operation of law, statute, and by agreement between the TENANT and CITY (hereinafter referred to as the Parties), on crops grown or growing on the above-described Premises as security for rent herein specified and for the faithful performance of the terms of the lease. Within ten days of being requested by the CITY, the TENANT shall provide the CITY with the names of persons or entities to whom TENANT intends to sell crops grown on the above-described Premises. Additionally, the TENANT agrees to cooperate fully in enabling the CITY'S timely "perfection" of its interest in any lien that may be provided by law, statute, and agreement such as now exists and as may be altered or amended in the future. The TENANT agrees to provide in a timely manner the CITY or the CITY'S attorney with the information that is considered necessary in order to protect and preserve the CITY'S right as provided by law, statute, and agreement between the Parties. If laws affecting this paragraph are changed in any manner, then the TENANT agrees to cooperate fully with any efforts of CITY to protect its interest.
- C. **ACCELERATION CLAUSE** – If, during the term of this lease, any of the machinery, equipment, goods, and chattels of the TENANT shall be seized or taken by creditors of the TENANT or if the TENANT becomes bankrupt or insolvent, then the current year's rent shall become due and payable and the term shall immediately be forfeited and void at the option of the CITY, the CITY having full and unrestricted access to the land as though the lease had not been made.

SECTION 4 – USE OF PREMISES

TENANT may use the Premises for grain production and CITY leaf disposal only. Any other use shall be deemed a material breach of this lease, unless authorized in writing by the CITY.

SECTION 5 – CITY’S INVESTMENT AND EXPENSES

The CITY agrees to provide the property and to pay the items of expense listed below:

1. The CITY will pay for the maintenance of access road and gates.

SECTION 6 – TENANT’S INVESTMENT AND EXPENSES

The TENANT agrees to furnish the property and to pay the items of expense listed below:

1. All property taxes assessed for Tax Parcel No. 11-49.
2. All the machinery, equipment, labor, fuel, and power necessary to farm the Premises properly.
3. All seed, inoculation, disease-treatment materials, and fertilizers.
4. The labor to repair/maintain gates.

SECTION 7 – TENANT’S DUTIES IN FARM OPERATION

The TENANT further agrees to perform and carry out the stipulations below:

1. To cultivate the farm faithfully and in a timely, thorough, and businesslike manner.
2. To inoculate all alfalfa and soybean seed sown on land not known to be thoroughly inoculated for the crop planted.
3. To prevent noxious weeds from going to seed on said Premises and destroying same and keep weeds and grass cut.
4. To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.
5. To preserve established watercourses or ditches and to refrain from an operation that would injure them.
6. To take proper care of all trees, vines and shrubs, and to prevent injury to the same.
7. To keep the farmstead neat and orderly.
8. To prevent all unnecessary waste, or loss, or damage to the property of the CITY.
9. To comply with pollution control and environmental protection requirements, and to implement soil erosion control practices and to comply with soil loss standards mandated by the state.
10. To practice fire protection, follow safety rules, and abide by restrictions in the CITY’S insurance contracts.

11. To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the leased Premises and adjoining areas; and to comply with state pesticide training, licensing, storing and usage.
12. Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The TENANT agrees to provide to the CITY, annually, a written report indicating the product name, amount, date of application and location of application of all pesticides, fertilizers, and seed used on the farm, within 30 days of a written request.
13. No chemicals will be stored on the property for more than one year. When chemicals or petroleum products are stored on the Premises, they will be only those planned to be used for farming purposes and will be in closed, tight containers above ground, clearly marked. No chemicals or chemical containers will be disposed of on the Premises.
14. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.
15. Not to assign this LEASE to any person or persons or sublet any part of the Premises herein leased.
16. Not to displace any property pins, grading or utilities installed upon the Premises.
17. Not to erect or permit to be erected any structure or building or to incur any expense to the CITY for such purposes.
18. Not to permit, encourage, or invite other persons to use any part of all of this property for any purpose or activity (including hunting) not directly related to its use for agricultural production.
19. Not to plow any permanent pasture or meadowland.
20. Not to allow any stock on any part of the Premises.
21. Not to burn or remove cornstalks, straw, or other crop residues grown upon the farm.
22. Not to cut live trees for resale purposes or personal uses.
23. Not to erect or permit to be erected any commercial advertising signs on the farm.
24. To comply with all state and federal laws, rules and regulations relating to the Premises.

SECTION 8 – ADDITIONAL PROVISIONS AND AGREEMENTS

- A. CITY'S RIGHT OF ENTRY – The CITY reserves the right personally or by agents, employees, or assigns, to enter upon the Premises at any reasonable time to view them, to work or make repairs or improvements thereon, to have access to any portion of the Premises or improvements that have been excepted from this lease, to develop mineral resources, or, after notice of termination has been given and following severance of the crops, to prepare the land for next year's crop and for any other operation necessary in good farming by a succeeding operator. Prior to any default

by the TENANT, the CITY shall not interfere with the TENANT'S carrying out of the regular farming operation.

- B. MINERAL RIGHTS – Nothing in the LEASE shall confer upon the TENANT any right to mineral rights underlying the land. All mineral rights and interests, if any, remain the sole property of the CITY.
- C. LEAF DISPOSAL – The Parties agree the CITY will utilize the Premises for leaf disposal beginning on or about October 15 and continuing through December 1 during every year of the lease. TENTANT agrees to delay fall tillage of the Premises until December 2 unless otherwise agreed upon by the Parties in writing. TENANT further agrees to dispose of leaves, brought to the Premises by the CITY, through standard agricultural tillage practices, at no cost to CITY. CITY'S right of entry as contained in paragraph 8A above, includes but is not limited to, inspection and remediation for any failure of TENANT to exercise due diligence and good agricultural practice when disposing of leaves. Further, TENANT agrees to defend, indemnify and hold harmless the CITY for any failure of TENANT to exercise due diligence and good agricultural practice.
- D. TREE TRIMMING – TENANT may trim the trees that interfere with farming. Tree harvesting is not permitted, however, and firewood shall not be removed from the Premises.
- E. EXTENT OF AGREEMENT – The terms of this LEASE shall be binding on the heirs, executors, administrators, and assigns of both CITY and TENANT in like manner as upon the original Parties.
- F. CITY LIABILITY – The TENANT takes possession of the leased Premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements. Furthermore, TENANT shall indemnify and hold the CITY harmless from any and all acts in connection with use or misuse of Premises and from any/all accidents on the Premises.
- G. INTEGRATION CLAUSE – This document, when fully executed, shall represent the entire agreement between the Parties, and no party may rely upon any other written or oral representation concerning this matter.
- H. ALIENATION CLAUSE – City shall have the right to alienate said property during the Term of this lease upon thirty (30) days written notice to Tenant.

SECTION 9 – NOTICE

All notices required under this lease shall be deemed to be properly served when delivered in writing personally or sent certified mail as follows:

TO THE CITY:

Chris Mathias
City of Moline
619 16th Street
Moline, IL 61265

TO THE TENANT:

Jason Flickinger
Reason Farms
c/o 1736 120th Street
Joy, IL 61264

IN WITNESS THEREOF, the Parties have hereunto set their hands and seal and have caused these presents to be signed.

CITY: CITY OF MOLINE, ILLINOIS

TENANT: REASON FARMS

Mayor, Scott Raes

Jason Flickinger

Date

Date

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Exhibit "1"
Legal Description

Part of the Southwest Quarter of Section Twenty-Nine (29) in Township Seventeen (17) North, Range One (1) West of the Fourth (4th) Principal Meridian, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section Twenty-Nine (29);

Thence North 89° 30' 49" West on the South line of said Southwest Quarter a distance of 1290.98 feet to the Southwest corner of the East Half of said Southwest Quarter;

Thence North 01° 22' 57" East on the West line of said East Half a distance of 612.70 feet to a point in the Westerly extension of the Southerly line of BALCAEN'S FOURTH SUBDIVISION;

Thence South 88° 28' 58" East on said Southerly line and its Westerly extension a distance of 252.23 feet to the Southeast corner of said BALCAEN'S FOURTH SUBDIVISION;

Thence North 29° 40' 08" East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 543.83 feet to the Southeast corner of Lot 13 in said BALCAEN'S FOURTH SUBDIVISION;

Thence North 04° 47' 55" East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 624.29 feet to the Southeast corner of Lot 8 in said BALCAEN'S FOURTH SUBDIVISION;

Thence North 12° 08' 05" East on the Easterly line of said BALCAEN'S FOURTH SUBDIVISION a distance of 438.50 feet to the Southeast corner of Lot 4 in said BALCAEN'S THIRD SUBDIVISION;

Thence North 04° 18' 51" East on the Easterly line of said Lot 4 a distance of 201.55 feet to the Southeast corner of Lot 5 in said BALCAEN'S THIRD SUBDIVISION;

Thence North 00° 06' 59" East on the Easterly line of said Lot 5 a distance of 265.83 feet to the Northeast corner of said Lot 5 in said BALCAEN'S THIRD SUBDIVISION, said point lying in the North line of said Southwest Quarter of Section Twenty-Nine (29);

Thence South 89° 59' 43" East on said North line a distance of 840.85 feet to the Northeast corner of said Southwest Quarter;

Thence South 01° 12' 05" West on the Westerly line of INDIAN BLUFFS PART TWO SUBDIVISION a distance of 831.58 feet to the Northwest corner of INDIAN BLUFFS PART ONE SUBDIVISION;

Thence South 01° 25' 48" West on the Westerly line of said INDIAN BLUFFS PART ONE SUBDIVISION a distance of 1776.05 feet to the point of beginning;

said tract containing 55.762 acres, more or less, all being situated in Rock Island County, Illinois.

EXHIBIT "A"

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

WHEREAS, Owner seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Ben Butterworth Parkway; and

WHEREAS, Owner has determined having a means of providing food and beverages to Individuals utilizing a certain portion of Ben Butterworth Parkway would be a service enhancement; and

WHEREAS, Owner has determined having a vendor serve food and beverages from a mobile food unit or pushcart from April through October each year is the most appropriate means of providing such a service; and

WHEREAS, Owner is not in the business of nor does it have the personnel necessary to operate a food and beverage service; and

WHEREAS, Vendor is a mobile food unit or pushcart operator and has a positive working history with Owner; and

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway 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. DEFINITIONS

- a) Premises: Portions of Ben Butterworth Parkway being more particularly described in Exhibits "1," "1-A," and "1-B" attached hereto and incorporated herein.
- b) Service(s)/Operation(s): The sale of Owner approved food and beverages from a mobile food unit or pushcart by Vendor.
- c) Vendor Property: All property provided by Vendor for the Operation including but not limited to the mobile food unit or pushcart, food and beverages.

EXHIBIT "A"

2. USE

- a) Owner shall lease the Premises to Vendor solely for the sale of Owner approved food and beverages from a mobile food unit or pushcart to the public. All food and beverages sold shall be approved by Owner. The selection of beverages and foods referenced herein and its pricing shall be determined by the Vendor. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Vendor shall operate under the name "Roy's All Fed Up, Inc."
- c) Vendor's shall offer services seven days a week from 10:00 a.m. until 4:00 p.m. weather permitting. Vendor may offer extended serves from 4:00 p.m. until dusk at Vendor's discretion.

3. VENDOR'S RESPONSIBILITIES.

- a) The Parties agree that Vendor is an independent contractor. Vendor shall have the exclusive responsibility for the Operation without undue influence by Owner except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Vendor and Owner or Owner's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Vendor shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Vendor acknowledges the Premises is public property 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 "2,"** attached hereto and incorporated by reference herein.
- c) Vendor shall be responsible for all Vendor Property associated with the Operation and shall pay all operational and maintenance costs for same.
- d) Vendor shall keep any mobile food unit or pushcart utilized in the Operation in good working order and shall permit Owner to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Vendor agrees to provide Services to the public without discrimination other than that permitted by law. Discrimination by Vendor in the provision of Services hereunder based on race, sex, religion, age, marital status, handicap, national origin, or sexual orientation shall be deemed to be a material breach of this lease.
- f) Vendor shall comply with and at all times operate in a manner which meets all applicable Federal, State and Municipal laws, ordinances and regulations and guiding rules, including but not limited to meeting the requirements for food and beverage permits or licenses.

EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. 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.
 - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
 - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
 - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$650.00 for the duration of the lease, to be paid in two increments of \$325 each due on or before May 15th and July 15th.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on April 1, 2015 (hereinafter "Commencement Date") and shall continue through October 31, 2015. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

EXHIBIT "A"

b) 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.

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 herein under, 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 \$100,000.00 per occurrence property damage.

c) Name Owner as an additional insured party.

EXHIBIT "A"

- d) 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 "3."**
- g) 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.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

To the extent required by law, Vendor shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Vendor from the Operation. Certificates of all insurance coverage shall be delivered to Owner seven (7) days prior to the Commencement Date.

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:
Bernita Reese
Park & Recreation Director
City of Moline
3635 4th Avenue
Moline, IL 61265

Vendor:
Roy's All Fed Up, Inc.
attn: John Rogers
2504 18th Avenue, Apt. D
Rock Island, IL 61201

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. 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.
10. 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.

EXHIBIT "A"

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

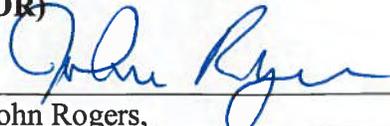
EXHIBIT "A"

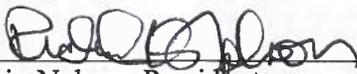
IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**CITY OF MOLINE, ILLINOIS
(OWNER)**

**ROY'S ALL FED UP, INC.
(VENDOR)**

By: _____
Scott Raes, Mayor

BY:  _____
John Rogers, _____
Print Title

BY:  _____
Chip Nelson, President
Parks and Recreation Board

ATTEST:

Tracy Koranda, City Clerk

DATE: _____

Approved as to Form:

City Attorney

EXHIBIT "1"
DESCRIPTION

A portion of Ben Butterworth Parkway described as follows: Beginning at the northeast corner of the easternmost parking lot located on RICO Parcel MO-2644-A and commencing northwest 180 feet more or less following the northern edge of said parking lot; thence north 15 feet to the southern edge of the Ben Butterworth Parkway trail; thence east 177 feet more or less following the southern edge of the Ben Butterworth Parkway trail; thence south 60 feet more or less to the point of beginning, said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1-A."

SEE ATTACHED DIAGRAM
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Exhibit "1-A"



EXHIBIT "2"

RULES AND REGULATIONS

1. **Use of Name:** Vendor shall not use the name of owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's written consent.
2. **Obstruction:** Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. **Noises and Odors:** Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. **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.
5. **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.

EXHIBIT "3"

INSURANCE REQUIREMENTS

- 1) City should be listed as Additional Insured.
- 2) Certificate should evidence the addition of a special provision by which Insurer waives its right of subrogation with regard to the City of Moline.
- 3) Certificate Holder should read: City of Moline
 619 16th Street
 Moline, IL 61265
- 4) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***

LOAN AGREEMENT
CITY OF MOLINE
and
MOLINE COMMUNITY DEVELOPMENT CORPORATION

Article 1.0 IDENTIFICATION OF PARTIES

This Agreement entered into as of this ____ day of _____, 2015 between the City of Moline (hereinafter referred to as the City) and Moline Community Development Corporation (hereinafter referred to as the Borrower).

Article 2.0 STATEMENT OF PURPOSE

WITNESSETH THAT:

WHEREAS, one of the goals of Borrower is to provide quality housing and to foster neighborhood improvement; and

WHEREAS, the Borrower has purchased property, containing an abandoned, single-family residence from the City and now seeks a loan from the City to assist Borrower in its rehabilitation of the property so that it may be sold to a qualified family.

NOW THEREFORE, the City and the Borrower hereby mutually agree as follows:

Article 3.0 TERMS OF THE LOAN

- 3.1 **Amount of Loan.** It is expressly understood and agreed that the amount to be loaned to the Borrower by the City shall be Ten Thousand and 00/100 Dollars (\$10,000.00). Such loan will be evidenced by separate Promissory Note and secured by a Mortgage executed between by the Borrower and in favor of the City, which are hereby made part of this Agreement by reference.
- 3.2 **Loan Rate.** All funds loaned to Borrower shall be at an interest rate of 0.00 percent per annum. .
- 3.3 **Loan Term.** The City and Borrower agree that the term of the loan shall be two (2) years.
- 3.4 **Repayment of Loan.** The loan shall be repaid by the Borrower from the sale proceeds upon conveyance to a qualified single-family or individual, at which time Lender shall issue a satisfaction of the promissory note.
- 3.5 **Prepayment of Loan.** The outstanding principal of the loan may be prepaid by the Borrower at any time without penalty.

Article 4.0 STATEMENT OF WORK AND SERVICES

The Borrower shall use the loan proceeds to aid in rehabilitation of the property.

Article 5.0 COMPLIANCE WITH APPLICABLE LAWS

The Borrower assumes the responsibility to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of this Agreement.

Article 6.0 CONSTRUCTION SUPERVISION AND INSPECTION

If this loan is used for construction projects, the Borrower will furnish progress reports and other such information as the City may require.

Article 7.0 AUDITING

The Borrower shall permit the authorized representative of the City to inspect and/or audit the records of the Borrower relating to its performance under the Agreement.

Article 8.0 TERMINATION

If the Borrower shall fail to fulfill its obligations under this Agreement, or if the Borrower shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Borrower of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Additionally, the City shall demand payment in full of the promissory note and personal guarantee incorporated in this Agreement by reference.

Article 9.0 DELINQUENCIES

9.1 All loan payments are due the first day of each month.

9.2 After a delinquency of thirty (30) days, the City will notify the borrower of the delinquency in writing at the address given herein for notice.

9.4 Upon receipt of the copy of the written notice, the Planning & Development Director may contact the Borrower, determine the degree of the problem, take necessary steps for payment compliance. If no resolution is made, the City may declare the loan in default as set forth below.

Article 10.0 DEFAULT

In the event the Borrower defaults under the terms of this Agreement, the City shall have the right to declare the loan to be due and payable immediately to the City. The City shall notify the Borrower in writing by certified mail of any breach in terms of Agreement. The City may give the Borrower ten (10) days or such other time as is reasonable in order to correct the default.

Article 11.0 ASSIGNMENT

The Borrower shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the City.

Article 12.0 MODIFICATIONS

There shall be no modifications of this Agreement unless they are in writing, in valid legal form, and are signed by both parties.

Article 13.0 INDEMNIFICATION

The Borrower agrees to indemnify, keep and save harmless the City, and their agents, officials and employees against all suits, claims, damage, costs and losses, whether caused or contributed to by the negligence of the City, including attorney fees, that may be based on any injury or damage to persons or property that in any way arise out of this Agreement and pertain to the affirmative or negligent acts, errors or omissions of the Borrower.

Article 14.0 SEVERABILITY

If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provisions, or part thereof not adjudged invalid or unconstitutional.

Article 15.0 NOTICE TO PARTIES

Notice to a party hereto shall be addressed to such party at such address set forth below or at such other address it shall from time to time designate by notice in writing:

15.1 CITY OF MOLINE referenced in this Agreement as the City:

City Attorney
City of Moline
619 - 16th Street
Moline, Illinois 61265

15.2 MOLINE COMMUNITY DEVELOPMENT CORPORATION referenced in this Agreement as the Borrower:

Moline Community Development Corporation
1830 6th Avenue
Moline, Illinois 61265
Attention: Board President

Article 16.0 TERM OF AGREEMENT

The term of this Agreement shall be from the date set forth below to _____, 2017 or until all has been paid under terms of the Note. The loan proceeds may be disbursed upon execution of this Agreement.

This Agreement shall take effect immediately upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day of _____, 2015.

MOLINE COMMUNITY DEVELOPMENT CORPORATION

CITY OF MOLINE, ILLINOIS

By: _____
William Steinhauser, Board President

By: _____
Scott Raes, Mayor

ATTEST:

By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen E. Riggs, City Attorney

Date: _____

Return to:
Law Dept.
619 16th Street
Moline, IL 61265
Attention: Amy Keys, Deputy City Attorney

REAL ESTATE MORTGAGE

MORTGAGOR/BORROWER

Moline Community Development Corporation,
An Illinois not-for-profit corporation
1830 6th Avenue
Moline, Illinois 61265

MORTGAGEE/LENDER

City of Moline,
an Illinois municipal corporation
619 - 16th Street
Moline, Illinois 61265

REAL ESTATE MORTGAGE: For value received, the undersigned, Moline Community Development Corporation, an Illinois not-for-profit corporation MORTGAGES and WARRANTS to the City of Moline, an Illinois municipal corporation, to secure the payment of the secured debt described below, dated _____, 2015, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS:

1224 18th Street, Moline, IL 61265 (Tax Parcel Number MO 120)

LEGAL DESCRIPTION:

THAT PART OF LOT NUMBER ONE (1) ASSESSOR'S PLAT FOR A.D. 1861 IN THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER FIVE (5) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A WOOD STAKE IN THE EAST LINE OF EIGHTEENTH STREET IN THE CITY OF MOLINE ONE HUNDRED SIX AND EIGHTEEN ONE-HUNDREDTHS (106.18) FEET SOUTH OF THE SOUTH LINE OF TWELFTH AVENUE IN SAID CITY (THE INTERSECTION OF THE SOUTH LINE OF TWELFTH AVENUE AND THE EAST LINE OF EIGHTEENTH STREET BEING FIVE (5) CHAINS AND TWENTY ONE (21) LINKS WEST OF THE EAST LINE OF SAID SECTION NUMBER FIVE (5);

THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET TO A WOOD STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TWELFTH AVENUE SIXTY TWO AND ONE HALF (62 ½) FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET; THENCE WEST SIXTY TWO AND ONE HALF (62 ½) FEET TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND, ILLINOIS.

TITLE: Borrower covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and the Promissory Note. Secured debt, as used in this mortgage, includes any amounts Borrower owes Lender under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by a Promissory Note dated the same day as this mortgage.

SINGLE ADVANCE: Borrower has received all of the principal sum under the Promissory Note. No additional advances are contemplated under the Promissory Note. The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of Ten Thousand and 00/100 Dollars (\$10,000.00), plus any disbursements made for the payment of taxes, special assessments, or insurance on the property.

TERMS AND COVENANTS: Borrower agrees to all the terms and covenants contained in this mortgage (specifically incorporating by this reference those on pages 2 and 3) and in any riders described below and signed by Borrower.

COVENANTS

1. **PAYMENTS.** Borrower agrees to make all payments on the secured debt when due. Unless we agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes Lender on the secured debt (exclusive of interest or principal), If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
2. **CLAIMS AGAINST TITLE.** Borrower will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the property.
3. **INSURANCE.** Borrower will keep the property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt.
4. **PROPERTY.** Borrower will keep the property in good condition and make all repairs reasonably necessary.
5. **EXPENSES.** Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees if Borrower breaches any covenants in this mortgage or any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. Borrower will pay these amounts to Lender as provided in this mortgage.
6. **DEFAULT AND ACCELERATION.** If Borrower fails to make any payment when due or otherwise breaches any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, Lender may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to Lender. Lender may foreclose this mortgage in the manner provided by law.
7. **ASSIGNMENT OF SALE PROCEEDS AND PROFITS.** Borrower assigns to Lender the sale proceeds and profits, if any, of the property, which proceeds and profits, if any, shall be applied in the repayment of the principal sum.
8. **WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the property.
9. **AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR.** If Borrower fails to perform any of Borrower's duties under this mortgage, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect its security interest in the property. This may include completing the construction. Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this mortgage or any other loan agreement, development agreement, security agreement or personal guaranty.

Any amounts paid by Lender to protect your security interest will be secured by this mortgage. Such amounts

will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

10. **INSPECTION.** Lender may enter the property to inspect if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.
11. **CONDEMNATION.** Borrower assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1.
12. **WAIVER.** By exercising any remedy available to Lender, Lender does not give up Lender's rights to later use any other remedy. By not exercising any remedy, if Borrower defaults, Lender does not waive its right to later consider the event a default if it happens again.
13. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this mortgage are joint and several. If Borrower co-signs this mortgage but does not co-sign the underlying debt Borrower does so only to mortgage Borrower's interest in the property under the terms of this mortgage. Borrower also agrees that Lender and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without Borrower's consent. Such a change will not release Borrower from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both parties hereto.

14. **NOTICE.** Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it by certified mail addressed to Borrower at the Property Address or any other address that Borrower provides. Borrower will give any notice to Lender by certified mail to Lender's address on the front side of this mortgage, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

15. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE MORTGAGOR.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent or without payment upon sale as provided in the Promissory Note, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
16. **RELEASE.** When Borrower has paid the secured debt, Lender will discharge this mortgage at Borrower's cost. Borrower agrees to pay all costs to record this mortgage.

SIGNATURE(S):

MOLINE COMMUNITY DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation,

By: _____
WILLIAM STEINHAUSER
Board President

STATE OF ILLINOIS)
) **SS.**
COUNTY OF ROCK ISLAND)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that:

On this ____ day _____, 2015 before me, the undersigned, a Notary Public in and for said County and State, personally appeared **WILLIAM STEINHAUSER**, to me personally known, who being by me duly sworn, did say that he is the Board President of **MOLINE COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation; that said instrument was signed on behalf of said Not-For-Profit Corporation by authority of its Articles of Organization; and that said **WILLIAM STEINHAUSER**, as such Board President, , acknowledged the execution of said instrument to be the voluntary act and deed of said Not-For-Profit Corporation, by it and by him voluntarily executed.

(seal)

Notary Public

PROMISSORY NOTE

Principal Sum: \$10,000.00

_____, 2015

Borrower's Name and Address:

Moline Community Development Corporation
1830 6th Avenue
Moline, IL 61265

Lender's Name and Address:

City of Moline
619 16 Street
Moline IL 61265

FOR VALUE RECEIVED, the undersigned, MOLINE COMMUNITY DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Borrower"), hereby promises to pay to the order of the CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation ("Lender"), in care of the City of Moline City Administrator, 619 16th Street, Moline, IL 61265, or at any other place designated by Lender, in lawful money of the United States the principal sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as payment for funds advanced to the borrower to enable borrower to rehabilitate the property located at 1224 18th Street, Moline, Illinois (Parcel No.08-120) ("Property"), being more particularly described below as:

THAT PART OF LOT NUMBER ONE (1) ASSESSOR'S PLAT FOR A.D. 1861 IN THE NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION NUMBER FIVE (5) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A WOOD STAKE IN THE EAST LINE OF EIGHTEENTH STREET IN THE CITY OF MOLINE ONE HUNDRED SIX AND EIGHTEEN ONE-HUNDREDTHS (106.18) FEET SOUTH OF THE SOUTH LINE OF TWELFTH AVENUE IN SAID CITY (THE INTERSECTION OF THE SOUTH LINE OF TWELFTH AVENUE AND THE EAST LINE OF EIGHTEENTH STREET BEING FIVE (5) CHAINS AND TWENTY ONE (21) LINKS WEST OF THE EAST LINE OF SAID SECTION NUMBER FIVE (5);

THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET TO A WOOD STAKE; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TWELFTH AVENUE SIXTY TWO AND ONE HALF (62 ½) FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID EIGHTEENTH STREET FORTY FOUR (44) FEET; THENCE WEST SIXTY TWO AND ONE HALF (62 ½) FEET TO THE POINT OF BEGINNING; SITUATED IN THE CITY OF MOLINE, ROCK ISLAND, ILLINOIS.

SINGLE ADVANCE: Borrower has received all of this principal sum. No additional advances are contemplated under this note.

TERM: The term of this note shall commence on the date hereof and end on _____, 2017.

PAYMENTS: Borrower agrees to pay this note in full by selling and conveying the Property to a qualified single-family or individual, at which time Lender shall issue a satisfaction for this note.

INTEREST: The Lender and Borrower agree that all funds loaned to Borrower shall be at an interest rate of 0.00 percent per annum.

ADDITIONAL CHARGES: In addition to interest, Borrower shall pay no additional charges.

PURPOSE: The purpose of this loan is: To assist in the development of the Property located at 1224 18th Street, Moline, Illinois, and to assist the Borrower in its mission to provide quality housing for low to moderate income families and to foster neighborhood improvement.

SECURITY: This note is secured in part by: A mortgage on the property.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE. I have received a copy on today's date.

MOLINE COMMUNITY DEVELOPMENT CORPORATION

By: _____

William Steinhauser, Board President
Borrower

TEMPORARY ANTENNA SITE LEASE

OWNER: **The City of Moline, Illinois**
619 16th Street
Moline, IL 61265

TENANT: **New Cingular Wireless PCS, LLC**
575 Morosgo Dr. NE
Atlanta, GA 30324

TERM: March 1, 2015 through June 30, 2016
As may be extended pursuant to the provisions of paragraph 3.

RENT: \$10.00 per month (prorated for any partial month)

COMMENCEMENT DATE: March 1, 2015

LEASED SITE: **30' x 40' located at 309 12th Street**
Moline, IL

1. Lease of Site. During the Term hereof, Owner hereby leases a certain portion of Owner's property (the "**Property**") at the Leased Site and grants to Tenant the right to install, operate and maintain at Tenant's expense and risk, temporary wireless communications transmitting and receiving equipment and antennas, including (without limitation) an antenna pole or mast, transmission line(s) and accessories (collectively, the "**Equipment**") at the Leased Site. Tenant shall at all times have the unrestricted right to enter or leave the Leased Site with full and complete access to its Equipment on a 24-hour, seven (7) day per week basis. Tenant agrees to take at its own expense all measures and precautions necessary to render the Equipment inaccessible to unauthorized persons. Owner agrees that Owner will not give unauthorized persons access to the Equipment.

2. Rent. Within thirty (30) days after the date of this Lease, Tenant shall pay Owner the Rent for the first full month of the Term plus, if the Term shall commence on a date other than the first day of a month, the prorated Rent due for such initial partial month. The Rent for each subsequent month shall be due and payable in full by not later than the first day of that month.

3. Extension of Term. By mutual agreement of Owner and Tenant, Tenant may extend the Term for six additional periods of one month each upon the same terms and conditions as for the remainder of the Term, by providing Owner with ten (10) days written notice prior to the end of the Term.

4. Removal of Equipment and Site Condition. Except as set forth herein, Tenant takes the Leased Site as it finds it and Owner shall have no responsibility for its condition or any damage suffered by Tenant or any other person due to such condition. Unless otherwise mutually agreed by the parties, Tenant shall remove all of the Equipment prior to the end of the Term, and shall leave the Leased Site in

substantially the same condition that existed as of the date of this Lease, ordinary wear and tear and occurrences for which Tenant is not responsible hereunder, excepted.

5. Indemnification; No Consequential or Indirect Damages. Tenant shall indemnify and hold Owner harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Tenant or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Owner or its employees or agents. Owner shall indemnify and hold Tenant harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Property by Owner or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of Tenant or its employees or agents. Owner represents and warrants that the Property is free of hazardous substances, including asbestos-containing materials and lead paint, and has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Owner and Tenant agree to comply with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety to the extent such apply to that party's activities conducted in or on the Property. Owner and Tenant agree to indemnify and hold the other harmless from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from the that party's breach of its respective obligations or representations set forth above in this Section. Owner agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Owner for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement. Tenant agrees to hold harmless and indemnify Owner from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Licensor and Licensee each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory

6. Operation of Equipment. Tenant will install, operate and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Leased Site. In the event that Tenant's Equipment causes interference with other radio or television transmissions, Tenant will promptly take all reasonable steps necessary to correct and eliminate the same. If Tenant is unable to eliminate the interference within a reasonable period of time, Tenant agrees to remove the Equipment from the Leased Site and this Lease shall be terminated.

7. Assignment. Tenant shall have the right to assign this Lease to any present or future affiliates, subsidiary, or parent corporation of Tenant, without securing the consent of Owner and may grant to any

Site Name: O'Rourke Brothers Relo

Site No: IA4211

Fixed Asset No: 12567379

such assignee the same right and privileges Tenant enjoys under this Lease provided that notice of such assignment is given to Owner within thirty (30) days after such assignment.

8. Electrical Service/Telephone Service. Tenant agrees, at Tenant's sole cost and expense, to pay for the electric service and fees needed for the operation of Tenant's equipment. Owner agrees to grant the electric utility company any necessary permission, including temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

9. Damage to Leased Site. If the Leased Site or any portion thereof is damaged for any reason so as to render the Leased Site unusable for Tenant's intended purpose, the Rent shall abate for such period as the Leased Site is unusable. In addition, Tenant may, at its option, elect to terminate this Lease.

10. Notices. Any notice or demand required or permitted to be given or made hereunder shall be deemed given when received. Notices may be sent by messenger delivery, overnight delivery, or by certified mail in a sealed envelope, postage prepaid, addressed in the case of Owner to:

The City of Moline, IL
619 16th Street
Moline, IL61265

and addressed in the case of Tenant, to:

New Cingular Wireless PCS, LLC
Attn: Real Estate Department
Re: Cell Site #DESMIA4211; Cell Site Name: O'Rourke Bros. RELO COW (IA)
Fixed Asset No.: 12567379
575 Morosgo Dr. NE
Atlanta, GA 30324

With a copy to Tenant's Regional Counsel:

New Cingular Wireless PCS, LLC
Attn.: Legal Department
Re: Cell Site #DESMIA4211; Cell Site Name: O'Rourke Bros. RELO COW (IA)
Fixed Asset No.: 12567379
208 S. Akard Street
Dallas, TX 75202-4206

11. Waiver. Failure or delay on the part of Owner or Tenant to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

12. Prior Negotiations. This Lease constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements.

Site Name: O'Rourke Brothers Relo

Site No: IA4211

Fixed Asset No: 12567379

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Tenant and Owner.

14. Owner's Representations. Owner represents and warrants that it owns the Leased Site and has full authority to execute and deliver this Lease.

15. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State in which the Leased Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease as of the ___ day of _____, 20__.

OWNER:

The City of Moline, Illinois

By: _____

Name: SCOTT RAES

Title: MAYOR

TENANT:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

By: 

Name: Michelle Durand

Title: Title: Manager of Real Estate & Construction

Date: 3/6/15



BE IT RESOLVED, by the City Council of the City of Moline Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Illinois Route 5 (John Deere	595	I-74	70 th Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of City of Moline share of IDOT contract 64B83,
Job No. C-92-075-12

_____ and shall be constructed _____ wide
and be designated as Section 15-00260-00-PV

2. That there is hereby appropriated the (additional Yes No) sum of three hundred thirty one thousand
seventy two Dollars (\$331,072.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract _____ ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Tracy Koranda Clerk in and for the
City of Moline
City, Town or Village
 County of Rock Island , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the Mayor
Council or President and Board of Trustees
 at a meeting on April 7, 2015
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

City, Town, or Village Clerk

EXHIBIT "B"
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE IMPROVEMENT OF ILLINOIS 5 (JOHN DEERE EXPRESSWAY) FROM 38th STREET TO 70th STREET, FAP 595, STATE SECTION (142-1, 142)R, IN THE CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

WHEREAS, be it hereby resolved by the City Council of the City of Moline that the plans and specifications as proposed by the State of Illinois, Department of Transportation for the improvement of Illinois 5 (John Deere Expressway) from 38th Street to 70th Street, FAP 595, State Section (142-1, 142)R, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Moline and, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 _____.

City Clerk

City of Moline
FAP Route 595 (IL 5)
Section (142-1, 142)R
City Section 14-00255-01-PV
Rock Island County
Job No. C-92-075-12
Contract 64B83
Agreement No. JN-2-15-034

AGREEMENT

This agreement, entered into this _____ day of _____, A.D., 20____, by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and the City of Moline, of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, proposes to reconstruct Illinois 5 (John Deere Expressway) from 38th street to 70th street, project includes geometric improvements at the intersecting cross roads of 38th Street, 41st Street, 53rd Street, 60th Street and 70th Street, by constructing 10-inch Portland Cement Concrete pavement over a 16-inch improved subgrade material, combination curb and gutter, 10-inch Portland Cement Concrete shoulders, providing for three 12-foot wide through traffic lanes, one 12-foot and variable width right turn lane, two 12-foot and variable width left turn lanes, one 12-foot and variable auxiliary traffic lane, said improvement designated FAP Route 595 (Illinois 5), Section (142-1, 142)R; and

1. Reconstructing 38th Street and John Deere Expressway intersection by geometrically improving the radius returns, constructed of 9-inch Portland Cement Concrete over a 16-inch improved subgrade material, combination curb and gutter, storm sewer improvements, concrete median areas. 38th Street will now be accessible from either eastbound or westbound John Deere Expressway, as a right in/right out only turn lane; and
2. 41st Street and 44th Avenue intersection will be realigned and reconstructed by improving the radius returns. The improvement will consist of 6-inch full depth hot-mix asphalt over a 12-inch aggregate subgrade material, new sidewalks, combination curb and gutter, storm sewer improvements, and box culvert extension; and
3. The intersection of 44th Avenue and 53rd Street will be reconstructed with geometric improvements at the radii. The improvement will consist of 9-inch Portland Cement Concrete over a 16-inch improved subgrade material, combination curb and gutter, storm sewer improvements, new sidewalk, concrete median areas; and
4. Coaltown Road/38th Avenue will have geometric improvements at its crossroads; 41st Street, 53rd street, 60th Street and multi-use path. The reconstructed intersections will consist of two 13-foot and variable width through traffic lanes, a 12-foot and variable width left turn lane, a 12-foot and variable width right turn lane, constructed of 9-inch Portland Cement Concrete over a 16-inch improved subgrade material, combination curb and gutter, storm sewer improvements, variable width Hot-mix asphalt shoulder areas. Coaltown Road will permanently be closed near the east entrance of Blackhawk College and replaced with a multi-use path, 5x3 box culvert east of 60th Street (Station 82+50), extend the box culvert along 41st Street (Station 644+42 right); and

5. Constructing a 10-foot minimum width multi-use path along the north side of Illinois 5 (John Deere Expressway) starting at a point near the east entrance of Blackhawk College then continues along the old alignment of Coaltown Road (approximately 1,070 linear feet) to a point near the southwest corner of former Coaltown Road alignment and 70th Street, providing for 2-inch hot-mix asphalt surface course over a 6-inch granular sub-base material, 2-foot wide 4-inch aggregate shoulders, combination concrete curb and gutter, approximately 400 linear feet of retaining wall along the north edge of the multi-use path between approximate stations 11+40 – 15+00, construct a 6x2 box culvert under the multi-use path at station 11+27; and
6. There will be intermittent road closures at various roads providing limited access during the project time frame. All of which are covered under the staged traffic control plan.
7. Provide signalized intersections at Coaltown Road and 41st Street (north side of John Deere Road), 41st Street and 41st Avenue Drive (south side of John Deere Road), John Deere Road at 41st Street, 53rd Street, 60th Street and 70th Street. Provide traffic signal interconnect between all signalized intersections and connect to the existing 4 signals at 38th Street.
8. Remove traffic signals and related maintenance at John Deere Road and 38th Street, to be removed from Master Maintenance Agreement (Kullerstrand) on the next update.
9. By performing all other work necessary to complete the improvement in accordance with the approved plans and specifications.

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to the payment by the CITY for its share of the improvement as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<u>Type of Work</u>	<u>FEDERAL</u>		<u>STATE</u>		<u>CITY</u>		<u>TOTAL</u>
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	
All Construction Costs Excluding the following	\$36,957,270	80%	\$9,239,317	20%	N/A	N/A	\$46,196,587
Traffic Signals (2 locations) Coaltown Rd & 41 st St 41 st St. & 41 st Ave Dr.	\$225,394	80%	N/A	N/A	\$56,348	20%	\$281,742
Traffic Signals (4 locations) John Deere Rd at 41 st St., 53 rd St., 60 st St., & 70 th St.	\$670,162	80%	\$83,770	10%	\$83,770	10%	\$837,702
Interconnect 4 Signals	\$217,230	80%	\$27,154	10%	\$27,154	10%	\$271,537

Interconnect 2 signals to existing 38 th St. signal system.	\$27,244	80%	N/A	N/A	\$6,811	20%	\$34,055
Multi-Use path	\$59,923	80%	N/A	N/A	\$14,981	20%	\$74,904
Fire Hydrants to be Relocated Approx. 3	N/A	N/A	N/A	N/A	\$6,000	100%	\$6,000
Manholes to be Adjusted Approx. 3	N/A	N/A	N/A	N/A	\$1,752	100%	\$1,752
Valve Vaults to be Adjusted Approx. 6	N/A	N/A	N/A	N/A	\$4,110	100%	\$4,110
Valve Boxes to be Adjusted Approx. 6	N/A	N/A	N/A	N/A	\$7,800	100%	\$7,800
Solider Pile Retaining Wall along Multi-use Path at Sta:11+50-15+00 left (Approx. 350 ft.)	\$170,974	80%	N/A	N/A	\$42,744	20%	\$213,718
Sanitary Manholes to be Adjusted Approx. 18	N/A	N/A	N/A	N/A	\$21,600	100%	\$21,600
Sanitary Manholes to be Reconstructed Approx. 1	N/A	N/A	N/A	N/A	\$2,500	100%	\$2,500
Street Light Complete Lighting at 41 st Ave Dr. & 41 st St	N/A	N/A	N/A	N/A	\$3,800	100%	\$3,800
Disconnect and Reconnect Electrical Service	N/A	N/A	N/A	N/A	\$100	100%	\$100
Sidewalks (includes ADA and protective coat) Approx.4770sqft	\$33,674	80%	N/A	N/A	\$8,419	20%	\$42,093
SUB-TOTAL	\$38,361,870		\$9,350,241		\$287,888		\$48,000,000
P & C Engineering (15%)	\$5,754,281		\$1,402,536		\$43,183		\$7,200,000
TOTAL	\$44,116,151		\$10,752,777		\$331,072		\$55,200,000

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit "A", and made a part hereof. The CITY agrees to pay 80% of its total obligation noted above (\$331,072) upon award of the contract for this project, and will pay to the STATE the remainder of its obligation in a lump sum upon completion of the project based upon final costs.
5. The CITY agrees to continue to enforce all existing ordinances relative to parking along both sides of Illinois 5 (John Deere Expressway) within the limits of this improvement, copies of said ordinances are on file at the STATE'S district office.
6. The CITY agrees to continue to enforce existing ordinances outlined in the Moline Code of Ordinances, for which prohibits the discharge of sanitary and industrial wastewater into the storm water drainage systems, within the limits of the construction improvements.

7. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.

The CITY has adopted and shall continue to enforce existing ordinances in the City of Moline Code of Ordinances, Chapter 28 Article No. 4, relative to the disposition of encroachments on public right-of-way within the limits of this improvement, a copy of which is on file at the STATE'S District Office.

8. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto Illinois 5 (John Deere Expressway), within the limits of this improvement without the concurrence of the Department of Transportation.
9. Prior to construction, the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE.
10. The CITY agrees to cause its utilities located on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted at no expense to the STATE.
11. Upon final field inspection of the improvements constructed with this project, and so long as Illinois 5 (John Deere Expressway) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the three 12-foot and variable width westbound and eastbound through traffic lanes, one 12-foot and variable width right turn lane, two 12-foot and variable width left turn lane, a 12-foot and variable width auxiliary lane, pipe culverts, box culverts and storm sewer pipes, on STATE right-of-way, as shown on attachment "C", turn lanes adjacent to traffic through lanes, and all curbs and gutters and/or shoulders adjacent to said traffic lanes or turn lanes at 38th Street.
12. Upon final field inspection of the improvement, the CITY agrees to maintain, or cause to be maintained their portions of the improvement which are not maintained by the STATE including:
 - A. Storm sewers and appurtenances and to perform those functions necessary to keep the storm sewer in a serviceable condition including cleaning storm lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids plus structural failures to a maximum length of 12 feet between adjacent manholes. Storm sewers shown on attachment "D" shall remain with the CITY.
 - B. Sanitary sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, and manholes along with the repair or replacement of manholes ' frames, grates or lids plus structural failures between adjacent manholes.
 - C. Sidewalks (including current ADA standards), multi-use path, parkways, landscaping, guardrails, crosswalks, stop line markings, soldier pile retaining walls that include but are not limited to the parapet and parapet railing, and CITY-owned utilities including the appurtenances thereto.
 - D. Maintain and conduct routine maintenance, repairs and/or replacement to soldier pile retaining walls including but not limited to the parapet and parapet railings located within the project limits describe herein:

- Along the north edge of the multi-use path; station 11+50 – 15+00, left
 - East of 53rd Street on Coaltown Road at approximately station 62+75 to 70+82, right
 - 41st Street at approximately station 655+90 to 657+25, right
- E. Maintain and conduct routine maintenance, repairs and/or replacement to box culverts within the project limits describe herein:
- Extending the end section of the box culvert located at 41st Street, station 644+42, right.
 - 6x2 box culvert under the multi-use path along the north side of Coaltown Road. at approximately station 11+27
 - 5x3 box culvert east of 60th Street under Coaltown Road at approximately station 82+50.
- F. All of its existing maintenance responsibilities on all side road approaches under its jurisdiction, up to the through traffic lane edge of pavement of Illinois 5 (John Deere Expressway).
13. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement. A copy of the resolution approving the plans is attached hereto as Exhibit "B".
14. This AGREEMENT shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
15. This agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the Agreement.
16. This agreement No. JN-2-15-034 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF MOLINE

By: _____
City Clerk

By: _____
Scott Raes, Mayor

Date: _____, 20____

Date: _____, 20____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Paul A. Loete, P.E.
Deputy Director of Highways,
Region Two Engineer

Date: _____, 20____