

## **Committee-of-the-Whole Agenda**

**6:30 p.m.**

**Tuesday, April 7, 2015**

---

### **Oath of Office**

Oaths of office for promotional appointments of Brian D. Johnson to the rank of Police Lieutenant, Aron R. Burns to the rank of Police Sergeant, and Matthew J. Russell to the rank of Police Sergeant, effective April 5, 2015.

### **Proclamation**

A Proclamation from the 911 Centre to declare April 12 – 18, 2015, as “National Telecommunicator Week.”

### **Presentation**

April 2015 Neighbor of the Month Winners: Commercial – Jeffrey A. Contrell, 1441 12<sup>th</sup> Street; Residential – The Mendoza Family, 1628 17<sup>th</sup> Avenue, Gricelda & Matt Mendoza. Additional documentation attached.

### **Questions on the Agenda**

#### **Agenda Items**

- 1. 2015 CDBG Recommendations** (Kaye Whitley, Community Development Program Manager)
- 2. Hawk Hollow Addition** (Shawn Christ, Land Development Manager)
- 3. Paintball Lease** (Bernita Reese, Parks Recreation Director)
- 4. Chapter 8 Amendment** (Amy Keys, Deputy City Attorney)
- 5. Chapter 6 Amendment** (Amy Keys, Deputy City Attorney)
- 6. Street Lighting** (Scott Hinton, City Engineer)
- 7. Other**

### **Informational**

City Council Goals Progress Report. Additional documentation attached. (Lew Steinbrecher, City Administrator)

---

# Explanation

---

- 1. A Resolution Authorizing the Mayor to make application, to enter into an agreement, and to execute all necessary assurances and certifications to the U.S. Department of Housing and Urban Development for CDBG entitlement funding under the Housing and Community Development Act of 1974, as amended, of certain projects and programs for fiscal year 2015; and Approving projects & program recommendations of the Citizens Advisory Council on Urban Policy (CACUP) for the use of 2015 Community Development Block Grant funds (CDBG) and the 2015-2019 CDBG Consolidated Annual Action Plan, which contains said projects and programs; and Authorizing the Mayor to implement those approved projects and programs upon the approval of the City of Moline 2015-2019 Consolidated Annual Action Plan by the U.S. Department of Housing and Urban Development and to exercise any and all powers required to obtain such funding and to implement those approved projects as set out in Exhibit "A." (K. J. Whitley, Community Development Program Manager)**

**Explanation:** The City of Moline is a CDBG entitlement community with national objectives of the Community Development Programs. A proposed statement of community development objectives and projected use of funds has been advertised and are consistent with the national objectives of the Housing and Community Development Act of 1974. Citizens Advisory Council on Urban Policy also met on March 23, 2015 and recommends approval of the 2015-2019 Consolidated Annual Action Plan. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** \$697,437.00 Federal  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Great Place to Live; Upgrade City Infrastructure & Facilities

---

- 2. A Resolution approving the preliminary plat for Hawk Hollow Addition (City of Moline, 600 block of 8<sup>th</sup> Street). (Shawn Christ, Land Development Manager)**

**Explanation:** The City of Moline has filed an application for approval of a preliminary plat for Hawk Hollow Addition, a proposed 2.3 acre development located on the West side of the 600 block of 8<sup>th</sup> Street. On March 19, 2015, the Zoning Hearing Officer approved a front yard setback variance to allow building to be constructed 20 feet from the front property line. On March 25, 2015, the Plan Commission approved the preliminary plat without any conditions and found the plat does not conflict with the Official Map of the City of Moline. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live; Improved City Infrastructure & Facilities

---

- 3. A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with Action Valley Paintball, LLC to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public. (Bernita Reese, Parks Recreation Director)**

**Explanation:** Action Valley Paintball, LLC desires to enter into a Lease Agreement with the City of Moline to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public. The term of said lease shall run from April 1, 2015 through April 1, 2016. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors as there are currently no similar services offered in the area. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** City of Moline will receive \$400.00 income for the lease term.

**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities, A Great Place to Live

---

- 4. An Ordinance amending Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Article I, Division 5, “CERTIFICATES OF OCCUPANCY,” by renaming said Article I, Division 5, “CERTIFICATES OF OCCUPANCY AND EXPIRATION OF PERMITS;” and by enacting one new Section 8-1501 entitled “EXPIRATION OF PERMITS.”** (Amy Keys, Deputy City Attorney)

**Explanation:** The provisions of Chapter 8 do not set a definitive expiration date for permits issued thereunder. Setting an expiration date for permits will aid in providing clarity to businesses and residents. The new Section 8-1501 will set an expiration date of one year for any permit issued by the building official.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Pamphlet Publication  
**Goals Impacted:** A Great Place to Live

---

- 5. An Ordinance amending Chapter 6, “RIGHTS-OF-WAY AND PUBLIC PROPERTY USES,” of the Moline Code of Ordinances, Article II, “INSURANCE REQUIREMENTS FOR LICENSING AGREEMENTS ON PUBLIC PROPERTY AND RIGHTS-OF-WAYS,” by enacting one new Section 6-2106 entitled “USE OF PUBLIC RIGHT-OF-WAY FOR SIDEWALK FOOD AND BEVERAGE SERVICE.”** (Amy Keys, Deputy City Attorney)

**Explanation:** It is in the City’s best interest to establish administrative guidelines for the use of public right-of-way for sidewalk food and beverage service to protect the health, safety and welfare of business patrons and other users of public right-of-way. The new Section 6-2106 will establish distinct administrative guidelines for the use of public right-of-way for sidewalk food and beverage service that will protect the health, safety and welfare of business patrons and other users of public right-of-way.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Pamphlet Publication  
**Goals Impacted:** A Great Place to Live

---

- 6. A Resolution authorizing the Mayor and City Clerk to execute a Purchase Agreement between the City of Moline and Republic Electric to allow the City of Moline to purchase decorative Lumec street lights.** (Scott Hinton, City Engineer)

**Explanation:** A total of \$75,000 is included in the 2015 Moline Centre budget to continue replacing the aging, deteriorated decorative street lights in downtown Moline. Republic Electric proposes to supply seven decorative street lights to the City for \$5,860 each, totaling \$41,020. These seven street lights will be added to the nine street lights purchased in December 2014 and used to replace sixteen existing lights on 19<sup>th</sup> Street between 4<sup>th</sup> and 6<sup>th</sup> Avenues. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are available in account #010-0828-423.08-60  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

---

Commercial: Jeffrey A. Contrell, 1441 12<sup>th</sup> Street **BEFORE**



**REAR VIEW - AFTER**



Commercial: Jeffrey A. Conttrel, 1441 12<sup>th</sup> Street **FRONT VIEW - AFTER**



Residential – The Mendoza Family, 1628 17<sup>th</sup> Avenue – **AFTER**



## Executive Summary

### ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

In 1974 the City of Moline became an entitlement formula grantee for the Community Development Block Grant (CDBG) program. Pursuant to Chapter 24 of the Code of Federal Regulations Part 91, the Department Of Housing and Urban Development (HUD) requires any jurisdiction that receives funding from any of the formula grant programs (CDBG, ESG, HOME, or HOPWA) prepare a plan that will serve as the planning document and application for funding under HUD's formula grant programs. The overall goal of the programs identified in 24CFR Part 91, is to develop viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons. It is these goals against which the plan and the City of Moline's performance under the plan will be evaluated by HUD.

The City of Moline Consolidated Plan is intended to serve the following functions:

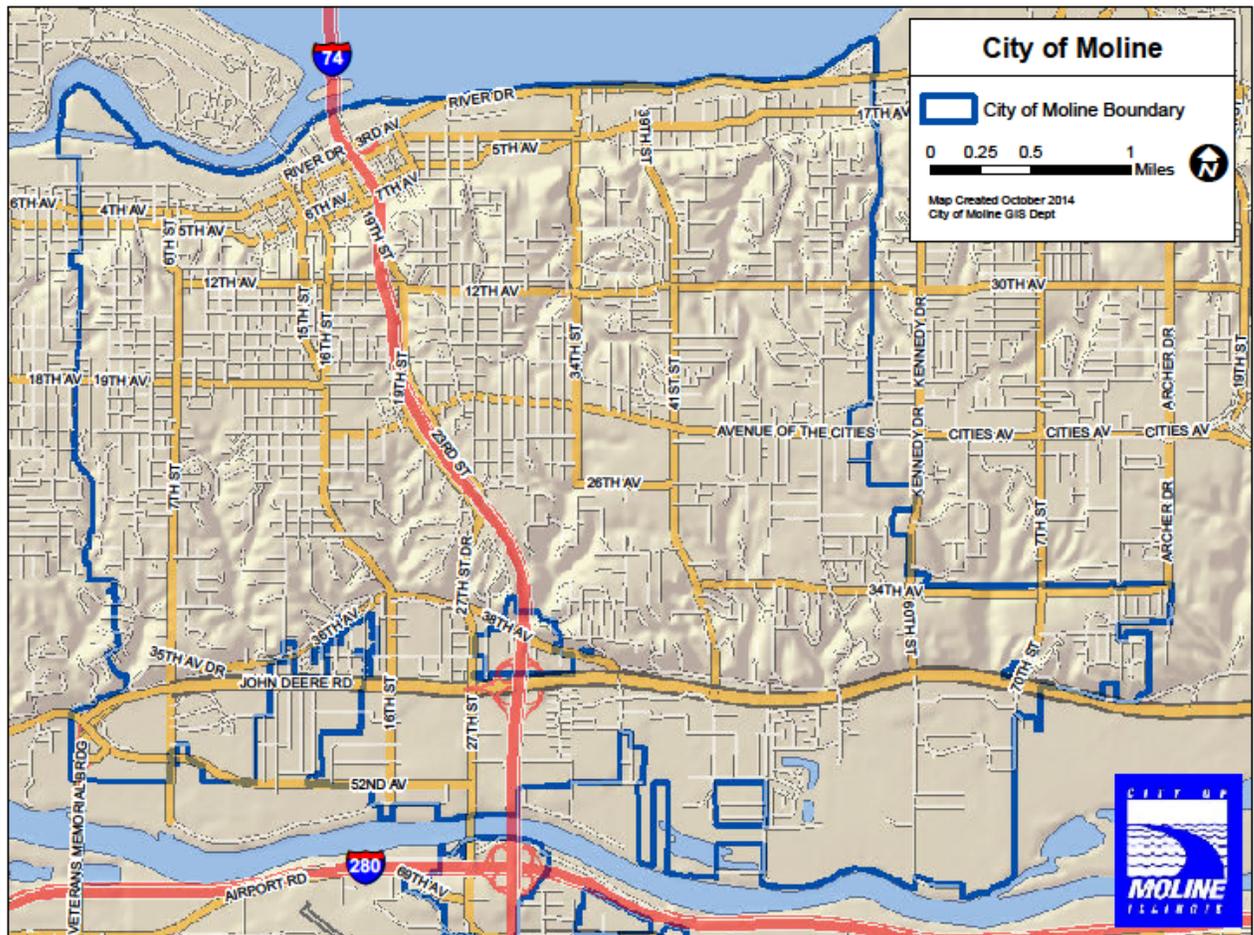
- A long range planning document, which builds on a participatory process, addressing issues of affordable housing, homelessness, health and human services, jobs and job training, and open space and recreation in the City of Moline.
- An application for federal funds under the U.S. Department of Housing and Development's (HUD) formula grant programs.
- A five-year strategy for the City to follow in carrying out HUD programs and other community development initiatives that provides the basis for assessing performance.
- A report informing the general public how the City of Moline intends to utilize federal funds under the HUD's formula grant programs.

The 2015 – 2019 Consolidated Plan and 2015 and 2015 Annual Action Plan (AAP) will become effective January 1, 2015. The 2015 AAP is the first chapter of the Consolidated Plan, which addresses the specific objectives for the first year of the Consolidated Plan. The Consolidated Plan is designed to help the City of Moline evaluate their affordable housing and community development needs and market conditions. The consolidated planning process serves as the framework for a community-wide conversation to

identify housing and community development priorities that align and focus funding from the CDBG. Key components of the Consolidated Plan include the following:

- **Consultation and Citizen Participation:** Through the Consolidated Plan, the City of Moline is engaged, both in the process of developing and reviewing the proposed plan, and as partners and stakeholders in the implementation of the CDBG program. By consulting and collaborating with other public and private entities, the City of Moline can align and coordinate community development programs with a range of other plans, programs and resources to achieve greater impact.
  
- **The Consolidated Plan:** The City of Moline's 5-year Consolidated Plan, FY 2015 – FY 2019, describes the City's community development priorities and multiyear goals which are based on an assessment of housing and community development needs and an analysis of housing and economic market conditions and available resources for the next five years.
  
- **The Annual Action Plan:** The Consolidated Plan is carried out through our Annual Action Plan, FY 2015, which provide a concise summary of the actions, activities, and the federal and non-federal resources that will be used to address the priority needs and specific goals identified by the Consolidated Plan. The AAP serves as a snapshot of each chapter/year of each Consolidated Plan year and projects what the funding our community will receive and the proposed uses of those funds.
  
- **Consolidated Annual Performance and Evaluation Report (CAPER):** In the CAPER, grantees report on accomplishments and progress toward achieving Consolidated Plan goals in the prior year. The CAPER is completed after each year has ended and reflects the actual snapshot of what was accomplished with actual funding.

The City of Moline's 2015-2019 Consolidated Plan for Housing and Community Development, is a five year plan designed to address Moline's housing and community development needs. The City submits the Plan to the U.S. Department of Housing and Urban Development (HUD) in order to be eligible to apply for funds under the Community Development Block Grant (CDBG) program. Beginning January 2015 through December 2019 the City of Moline will incorporate the priority objectives of the CDBG as identified by HUD.



## 2. Summary of the objectives and outcomes identified in the Plans Needs Assessment Overview

The City of Moline Consolidated Plan primarily addresses the needs of low to moderate income persons in accordance with the overall performance measurement goals/objectives as defined under 24CFR 91:

### Provide decent housing - - which includes:

- assisting homeless persons to obtain affordable housing;
- assisting persons at risk of becoming homeless;
- retention of affordable housing stock;
- increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families; and
- increasing the supply of supportive housing for people with special needs.

**Provide a suitable living environment - - which includes:**

- improving the safety and livability of neighborhoods;
- increasing the access to quality public and private facilities and services;
- reducing the geographic isolation of lower income groups;
- revitalizing deteriorating neighborhoods;
- restoring and preserving properties of special historic, architectural or aesthetic value;
- conservation of energy resources.

**Expand economic opportunities - - which includes:**

- Job creation and retention; establishment, stabilization and expansion of small businesses;
- The provision of public services concerned with employment;
- Availability of mortgage financing for low-income persons at reasonable rates;
- Access to capital and credit for development activities; and
- Empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

Through the Citizens Participation process and from responses received on the Consolidated Plan Needs Survey, The City of Moline has identified the following community development objectives as priority needs:

**a. Housing**

- Assist with providing safe affordable housing to meet low-income residents' most urgent needs.
- Provide funds for repairs to owner occupied households for low to moderate/low income homeowners.
- Provide downpayment assistance to qualified low income, home buyers. These homebuyers will be required to complete a HUD sponsored Homebuyer Education class.
- Prevent and/or eliminate vacant properties that blight Moline's neighborhoods, through rehabilitation and strategic demolition where rehab is not structurally or economically feasible.

**b. Health and Human Service**

- Enhance the capacity of various human service agencies to meet the needs of families and individuals in the city's neediest neighborhoods.
- Provide supportive services to low-income senior citizens.

**c. Economic Opportunity and Development**

- Improve the overall quality of life in Moline to stimulate increased economic development; attract new residents, visitors and businesses; and retain existing residents and businesses.
- Develop a vibrant, diverse economy in Moline, which will provide jobs, create tax revenue, and contribute directly to the commercial and industrial health of the city.

**d. Open Space and Recreation Objectives**

- Provide fun, safe, educational and healthy recreational opportunities for Moline residents, with particular emphasis on youth programs.

The City's goals for the 2015-2019 planning period focus on continuing neighborhood revitalization efforts, providing affordable housing and assisting low income, homeless and special needs residents with supportive services. Specifically, the City will do the following:

**3. Evaluation of past performance**

The city's past programs have focused on community needs that continue to exist including aging housing and infrastructure, neighborhood and public improvements. The programs the city has used to address these needs have been well received by residents and neighborhood organizations. The City of Moline believes the programs proposed for the 2015 Action Plan year and goals for the five year (FY2015 – FY 2019) Consolidated Plan planning period similar to those used in the past continue to be the most efficient and effective use of HUD CDBG grant funds.

**4. Summary of citizen participation process and consultation process**

The City of Moline has an adopted Citizen Participation Plan as set forth by Regulation 24 CFR 91.105 CITIZEN PARTICIPATION PLAN; LOCAL GOVERNMENTS. The City is required to make this plan available to the public. The participation plan must contain the City's policies and procedures for public participation in regards to the Consolidated Annual Action Plan process, use of CDBG funds, as well as other public documents to be submitted to HUD on a yearly basis.

---

### **Citizen Advisory Council on Urban Policy**

Participation must be an integral part of the planning process for the Consolidated Submission for Community Planning and Development Programs (Consolidated Annual Action Plan). Thus, the City of Moline has a Citizen Advisory Council on Urban Policy (CACUP) to act as ambassador for citizens.

In 1975 the City of Moline established CACUP pursuant to the regulations established by Congress in passing the Housing Community Development Act of 1974. From this Act the Community Development Block Grant (CDBG) program was formed. In association with Section 105 of the ACT and the regulations therein, the Office of Assistant Secretary of Community Planning and Development created Title 24 of the Code of Federal regulations. The code provides guidance and direction on the implementation of CDBG programs and a process for developing the citizen participation plan/process.

---

Residents and stakeholders had several ways to communicate their opinions about the city's top housing and community development needs:

1) A paper and online Needs Assessment Survey was offered on [www.surveymonkey.com/s/JCMOCDBG](http://www.surveymonkey.com/s/JCMOCDBG). A total of 64 individuals/groups responded to the survey. A link to the online survey was featured on the City of Moline webpage and emailed to previous sub recipients and community social service agencies.

2) Two public hearing meetings were held to discuss housing and community development needs held September 4, 2014 and October 22, 2014. No one attend either meeting except city staff. The meetings were held at Moline City Hall which is ADA accessible near public transit. The public was notified of both hearings in English and Spanish through local newspaper publications and our City website.

To encourage participation by low income, minority, and special needs, several nonprofit social service and housing organizations received email communication with public hearing information. Copies of the (draft) Consolidated Plan were also be available at the City of Moline's Community Development Division during the public comment period.

## **5. Summary of public comments**

No direct public comments were received during the public comment period or during the two public hearings. A paper and online Needs Assessment Survey was offered on [www.surveymonkey.com/s/JCMOCDBG](http://www.surveymonkey.com/s/JCMOCDBG). A total of 64 individuals/groups responded to the survey

## **6. Summary of comments or view not accepted and the reasons for not accepting them.**

Not applicable

## **7. Summary**

The Consolidated Plan identifies the top funding priorities over the next five years. These priorities were established through a public community survey, housing market analysis data, feedback from public meetings, strategic planning sessions held by City Council, and consultation with local stakeholders. Funding these priorities supports the three principle goals and objectives of the Department of Housing and Urban Development (HUD) promoting: decent housing, a suitable living environment, and expanded economic opportunities, and the three outcomes of availability, sustainability, and affordability. The priorities intend to address barriers to affordable housing and target low and moderate-income homeowners and renters, homeless individuals and families, and persons with special needs. The priorities also address economic development and revitalization with job creation. The City of Moline Consolidated Plan primarily addresses the needs of low to moderate income persons in accordance with the overall performance measurement goals/objectives as defined under 24CFR 91:

### **Provide decent housing - - which includes:**

- assisting homeless persons to obtain affordable housing;
- assisting persons at risk of becoming homeless;
- retention of affordable housing stock;
- increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families; and
- increasing the supply of supportive housing for people with special needs.

**Provide a suitable living environment - - which includes:**

- improving the safety and livability of neighborhoods;
- increasing the access to quality public and private facilities and services;
- reducing the geographic isolation of lower income groups;
- revitalizing deteriorating neighborhoods;
- restoring and preserving properties of special historic, architectural or aesthetic value;
- conservation of energy resources.

**Expand economic opportunities - - which includes:**

- Job creation and retention; establishment, stabilization and expansion of small businesses;
- The provision of public services concerned with employment;
- Availability of mortgage financing for low-income persons at reasonable rates;
- Access to capital and credit for development activities; and
- Empowerment and self-sufficiency for low-income persons to reduce generational poverty in federally assisted housing and public housing.

The City of Moline in corroboration with local organizations anticipates utilizing \$1,828,390 during FY2015 to support the priorities identified above. These resources leverage \$697,437 of City of Moline CDBG Entitlement funds to advance homeownership activities, conduct emergency homeowner repairs, rehabilitate dilapidated structures, provide supportive services, and more. These resources, combined with strategic and collaborative partnerships, will promote strong and healthy neighborhoods.

# Citizens Advisory Council on Urban Policy

Moline, Illinois

## Program Year 2015 CDBG

	<u>Original Approved Budget</u>	<u>2015 Allocation</u>	<u>2014 Carryover</u>	<u>Program Income</u>	<u>Final Approved Budget</u>
Salvation Army	\$21,610.00	\$21,610.00	\$0.00		\$21,610.00
Moline CDC	\$14,274.00	\$14,274.00	\$0.00		\$14,274.00
Administration	\$134,846.00	\$70,456.00	\$69,031.40		\$139,487.40
Code Compliance	\$35,500.00	\$33,732.56	\$1,767.44		\$35,500.00
CHS Service Delivery	\$125,000.00	\$89,549.53	\$35,450.47		\$125,000.00
Hawk Hollow	\$0.00	\$124,814.91	\$0.00	\$31,241.05	\$156,055.96
Sidewalk Program	\$18,000.00	\$18,000.00	\$0.00		\$18,000.00
Community Housing Services Program	\$225,000.00	\$275,000.00	\$0.00		\$275,000.00
CHS - Emergency	\$50,000.00	\$50,000.00	\$0.00		\$50,000.00
CHS - Roof Program	\$50,000.00	\$0.00	\$0.00		\$0.00
	\$674,230.00	\$697,437.00	\$106,249.31	\$31,241.05	\$834,927.36

# HAWK HOLLOW ADDITION

A REPLAT OF PART OF OUTLOT A  
OF ONE MOLINE PLACE PHASE I  
CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND PART  
OF THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 18  
NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN

## ADDITIONAL INFORMATION

OWNER:  
CITY OF MOLINE  
615-16TH STREET  
MOLINE, IL 61205

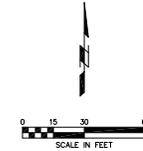
SETBACKS:  
FRONT = 25'  
SIDE = 5' MIN 12' TOTAL  
REAR = 30'

SURVEYOR:  
GARY D. GROSS, PLS  
SHIVE-HATTERY, INC  
1701 RIVER DRIVE  
SUITE 200  
MOLINE, IL 61265

SCHOOL DISTRICT:  
MOLINE SCHOOL DISTRICT NO. 40

REQUESTED VARIANCE:  
20' FRONT SETBACK IN LIEU OF 25'.

ZONING CLASSIFICATION:  
R-4 (ONE- TO SIX- FAMILY  
DWELLING DISTRICT)



**SHIVE-HATTERY**  
ARCHITECTURE-ENGINEERING

2103 Eastland Drive | Bloomington, Illinois 61704  
309.862.8992 | fax: 309.862.2008 | [shivehattery.com](http://shivehattery.com)

Iowa | Illinois | Indiana | Missouri  
Illinois Firm Number: 156-000214

HAWK HOLLOW ADDITION  
A REPLAT OF PART OF OUTLOT  
ONE MOLINE PLACE  
CITY OF MOLINE  
ROCK ISLAND COUNTY, IL

## KEY PLAN

DRAWN	PRL
APPROVED	PMH
ISSUED FOR	REVIEW
DATE	03/18/2015
FIELD BOOK	S70

PROJECT NO.: 313452-0

PRELIMINARY  
PLAT  
HAWK HOLLOW

PP.01

## LEGAL DESCRIPTION

PART OF OUTLOT A OF ONE MOLINE PLACE PHASE I BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 31 AND PART OF THE SOUTHWEST QUARTER OF SECTION 32, ALL IN TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, NOW MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERN CORNER OF LOT 10 OF ONE MOLINE PLACE PHASE ONE AND THE SOUTHEASTERN CORNER OF OUTLOT A:

THENCE NORTH 89°20'00" WEST 420.87 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 2 OF ONE MOLINE PLACE PHASE I TO THE EXTENSION OF THE SOUTHERLY LINE OF LOT 4 OF BLOCK 1 OF ONE MOLINE PLACE PHASE ONE PHASE I EXTENDED EASTERLY 35.78 FEET AS DESCRIBED IN BOUNDARY LINE ADJUSTMENT DOC 2007-19840;

THENCE NORTH 07°42'30" EAST 159.18 FEET ALONG THE WESTERLY LINE OF SAID BOUNDARY LINE ADJUSTMENT OF LOT 4 AND LOT 3 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I AS DESCRIBED IN DOCUMENTS 2009-2389 AND 2007-10840 TO THE NORTHEASTERN CORNER OF LOT 3 OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 12°50'41" WEST 116.22 FEET ALONG THE WESTERLY LINE OF SAID OUTLOT A AND THE EASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 07°45'41" WEST 156.54 FEET ALONG THE SOUTHWESTERLY LINE OF SAID OUTLOT A AND THE NORTHEASTERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I;

THENCE NORTH 07°36'32" WEST 197.81 FEET ALONG THE SOUTHERLY LINE OF OUTLOT A AND THE NORTHERLY LINE OF BLOCK 1 OF ONE MOLINE PLACE PHASE I AS DESCRIBED IN DOCUMENTS 2009-2389 AND 2007-10840 TO THE EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE NORTH 00°00'18" EAST 39.61 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE NORTH 02°21'32" EAST 91.34 FEET ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE WESTERLY LINE OF OUTLOT A;

THENCE 63.28 FEET ALONG THE ARC OF A 30.26 RADIUS CURVE COMMENCING SOUTHEASTERLY TO THE SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A TO THE CHORD OF SAID CURVE BEARS NORTH 59°39'53" EAST 52.39 FEET;

THENCE SOUTH 07°07'32" EAST 228.86 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 60°00'00" EAST 90.8 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

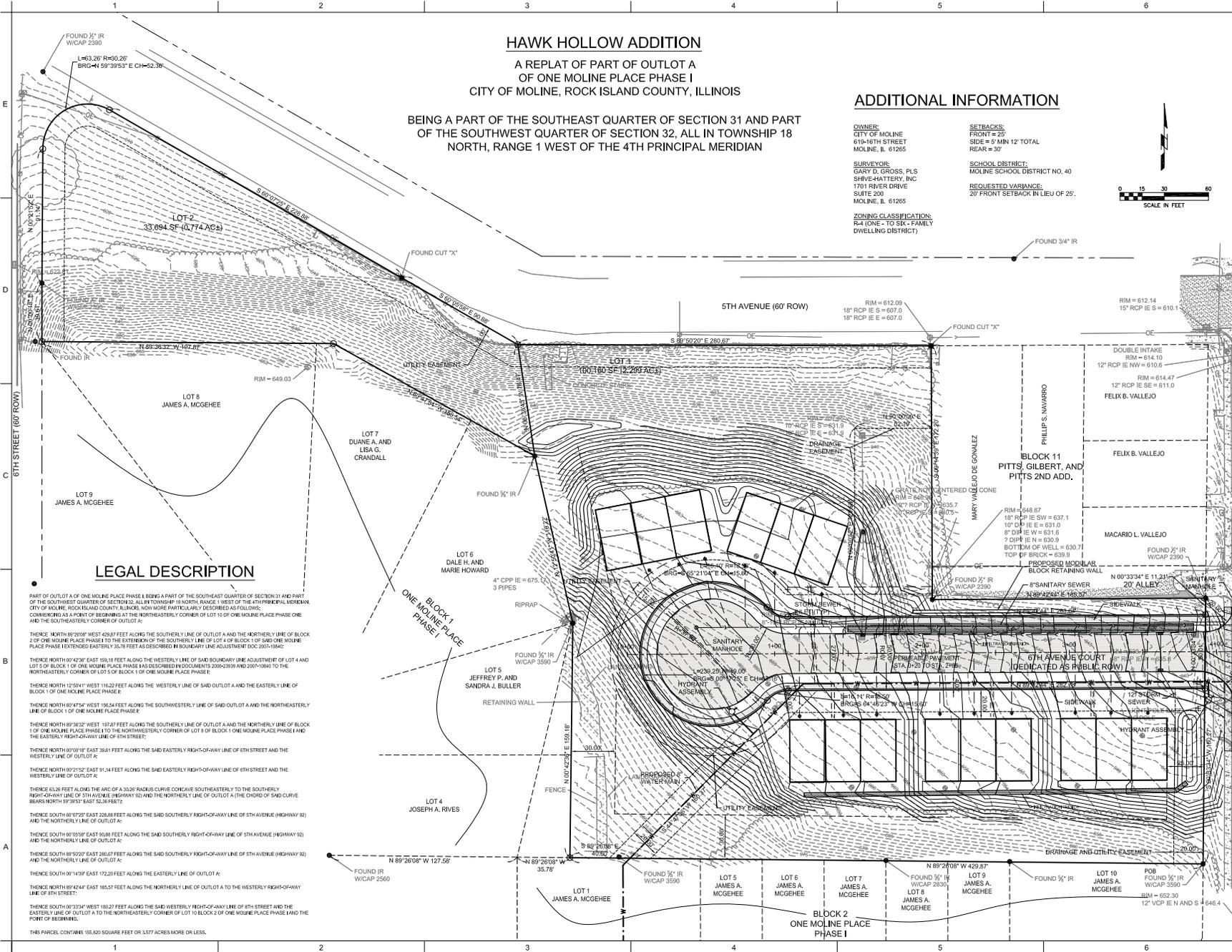
THENCE SOUTH 89°52'02" EAST 280.87 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 5TH AVENUE (HIGHWAY 92) AND THE NORTHERLY LINE OF OUTLOT A;

THENCE SOUTH 00°14'39" EAST 172.20 FEET ALONG THE EASTERLY LINE OF OUTLOT A TO THE WESTERLY RIGHT-OF-WAY LINE OF 6TH STREET;

THENCE SOUTH 07°32'34" WEST 180.21 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF 6TH STREET AND THE EASTERLY LINE OF OUTLOT A TO THE NORTHEASTERN CORNER OF LOT 10 BLOCK 2 OF ONE MOLINE PLACE PHASE I AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 155,520 SQUARE FEET OR 3.577 ACRES MORE OR LESS.

User: FWHARPO Drawing: P:\Projects\MO1314520\Design\Exh1\Conti\PP-01.dwg 1/21/2015 9:19 AM  
Last Modified: Mar. 18, 15 - 09:19  
path: P:\Projects\MO1314520\Design\Exh1\Conti\PP-01.dwg



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Lessor"), by and through its Park and Recreation Board of Directors, and Action Valley Paintball, LLC, an Illinois limited liability company (hereinafter "Lessee") (hereinafter collectively "Parties") to lease portions of Green Valley Park for the purpose of operating a paintball field that is open to the public.

WHEREAS, Lessor seeks to enhance services to citizens of Moline and visitors (hereinafter "Individuals") utilizing Green Valley Park; and

WHEREAS, Lessor has determined having a paintball field operating at Green Valley Park would be a service enhancement; and

WHEREAS, Lessor is not in the business of nor does it have the personnel necessary to operate a paintball field; and

WHEREAS, Lessor wishes to contract with Lessee for the operation of a paintball field, on a portion of Green Valley Park 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 Green Valley Park being more particularly described in **Exhibit "1,"** and **Exhibit "1-A,"** attached hereto and incorporated herein.
- b) Service(s)/Operation(s): The operation of a field for individuals to play paintball and offering equipment rental for players.
- c) Lessee Property: All property will be provided by the Lessee for the Operation including, but not limited to, the temporary structures, netting, paintball equipment, and markers.

2. USE

- a) Lessor shall lease the Premises to Lessee solely for the operation of a paintball field. The pricing of all activities shall be determined by the Lessee. Under no circumstances shall the Premises be used for the sale of alcoholic beverages, tobacco products or the paraphernalia of either.
- b) The Lessee shall operate under the name "Action Valley Paintball, LLC."
- c) Lessee shall offer services 8:00 a.m. until dusk on Saturday and 8:00 a.m. until dusk on Sunday, all weather permitting. Lessee shall offer services for group rentals only,

Monday through Friday between the hours of 3:00 pm until dusk, by prior appointment only.

- d) Lessee shall install 1000' of woven mesh barrier netting on the premises as approved and in accordance with all terms set by the Illinois Department of Natural Resources ("DNR"). The netting will run 600' east to west and 400' north to south and will serve as a safety barrier for the paintball field.
- e) Lessee acknowledges that the Premises contains no parking. Customers of Lessee are allowed to park in the parking lots that are located adjacently north of the leased premises. Lessee also acknowledges and is aware that Lessor also allows Moline Soccer Club to use said parking lots. Lessee shall coordinate use of said parking lots parking lots directly with Moline Soccer Club and Lessee shall not request any further parking from Lessor.
- f) Lessee understands that the leased premises are located in a flood hazard area and that flood waters from the Rock River could make the leased premises inaccessible or unusable at any time. Lessor will not refund any portion of the rent payment due to the presence of flood waters.
- g) Lessee must have all signage approved by Lessor before installation. Lessor requires that all signage coordinate with existing signage in Green Valley Park. , that the Lessee's contact information is shown on said signage, and that all signage is at the expense of the Lessee.

3. LESSEE'S RESPONSIBILITIES.

- a) The Parties agree that Lessee is an independent contractor. Lessee shall have the exclusive responsibility for the Operation without undue influence by Lessor except in cases specifically referred to in this Agreement; however, at times mutually agreeable, Lessee and Lessor or Lessor's designee(s) shall discuss and consider the matters which may be of mutual interest in maintaining efficient and profitable operation.
- b) Lessee shall at all times devote reasonable time, attention and energies to the management and improvement of the business. Lessee acknowledges the Premises is public property and agrees that the Lessor 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) Lessee shall be responsible for all Lessee Property associated with the Operation and shall pay all operational and maintenance costs for same.

- d) Lessee shall keep all equipment utilized in the Operation in good working order and shall permit Lessor to make periodic inspections of same for the purpose of determining compliance with this requirement.
- e) Lessee shall not discriminate when providing Services to the public. Discrimination by Lessee 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) Lessee shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Lessee's employees shall not be deemed employees of Lessor for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Lessor for its employees. Lessee 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. Lessee shall not bring any cause of action alleging Lessor is the employer of Lessee or any of Lessee's employees, officers or agents, and Lessee shall indemnify, defend and hold harmless Lessor against all claims, losses, costs, or expenses, including reasonable attorneys' fees, associated with the employment of said employees by Lessee.
- g) Lessee shall remove all Lessee Property from the Premises daily upon completion of Operations for the day. However, Lessee shall be permitted to erect small wooden structures or barriers for use in the Operation, and said structures shall be permitted to remain on the property at all times during the operating season.
- h) Lessee shall comply with any and all requirements set by the Illinois DNR, including, but not limited to, those requirements set forth in Permit No. DS2014077 ("Permit"). As required by the Permit, during the operational season, Lessee shall raise the barrier netting to an elevation above the base flood elevation of 572.6 NAVD when the facility is not being used; and during the offseason the barrier netting shall be completely removed from the floodway by Lessee.
- i) Lessee shall be responsible for properly disposing of garbage from the Operation. Lessee shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation.
- j) At its own expense, Lessee 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. Lessee shall pay lease payments to Lessor as follows:
- a) A one-time payment of One Thousand and no/100 Dollars (\$1,000.00) due on or before May 1, 2015. Said payment is to reimburse Lessor the fee for the DNR permit referenced herein and is not rent.
  - b) An annual payment of Four Hundred and no/100 Dollars (\$400.00) due on or before May 1, 2015.
  - c) Delinquent payment shall accrue interest at a rate of eight percent per annum.
  - d) Payment shall be made to the City of Moline Finance Department 1630 8<sup>th</sup> 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 April 1, 2016. Any holding over after the expiration of the term hereof without the consent of the Lessor 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.
- 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, Lessee must peacefully surrender the Premises to Lessor; Lessor must peacefully surrender Lessee's equipment to Lessee. 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 Lessor.

6. HOLD HARMLESS/INDEMNIFY.

- a) In consideration for permission to use the Premises and Lessor's property as granted above, Lessee hereby agrees to defend, hold harmless and indemnify Lessor, 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, including reasonable attorneys' fees, or other liability of any nature whatsoever due to personal injury, property damage (including damage to the Premises and Lessor's property other than reasonable wear and tear), or arising from for any violation of any Illinois DNR's requirements, including, but not limited to, the requirements in Permit No. DS2014007, 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 Lessor's property granted hereinunder, unless caused or contributed to by the willful acts or omissions of Lessor, its officers, directors, employees, agents or assigns, in which case Lessee 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. LESSEE'S INSURANCE COVERAGE. Lessee shall, throughout the term of this Agreement and at Lessee'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 Lessor, which policy or policies shall:

- a) Have limits of \$1,000,000.00 per occurrence personal injury and \$2,000,000.00 general liability with a \$5,000,000.00 umbrella or higher.
- b) Name Lessor as an additional insured party.
- c) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; Lessor shall have no duty to insure Lessee's possessions, the possessions of Lessee's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.

To the extent required by law, Lessee shall further carry workers' compensation insurance. Workers' compensation and public liability insurance shall be paid by Lessee from the Operation. Certificates of all insurance coverage shall be delivered to Lessor 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:

Lessor:  
Bernita Reese  
Park & Recreation Director  
City of Moline

Lessee:  
Action Valley Paintball, LLC  
Attn: Patrick J. Dickens  
3200 16<sup>th</sup> Ave

3635 4<sup>th</sup> Avenue  
Moline, IL 61265

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. Lessee 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 Lessee's conduct or use of the premises.
10. SURRENDER OF PREMISES. At the end or termination of the term hereby demised, Lessee 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.
11. ASSIGNMENT AND SUBLEASING. Lessee 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 Lessor, and shall not release or discharge Lessee 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 Lessor of any breach of any covenant or duty of Lessee under this Agreement is not a waiver of a breach of any other covenant or duty of Lessee, 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. Lessee shall also be responsible for and pay all real estate taxes assessed against the leased Premises, if any are so assessed, and shall furnish to Lessor 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.

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

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

**ACTION VALLEY PAINTBALL, LLC  
(LESSEE)**

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

BY:  \_\_\_\_\_  
NAME, Patrick Dickens  
Print Title

BY: \_\_\_\_\_  
Chip Nelson, President  
Parks and Recreation Board

ATTEST:

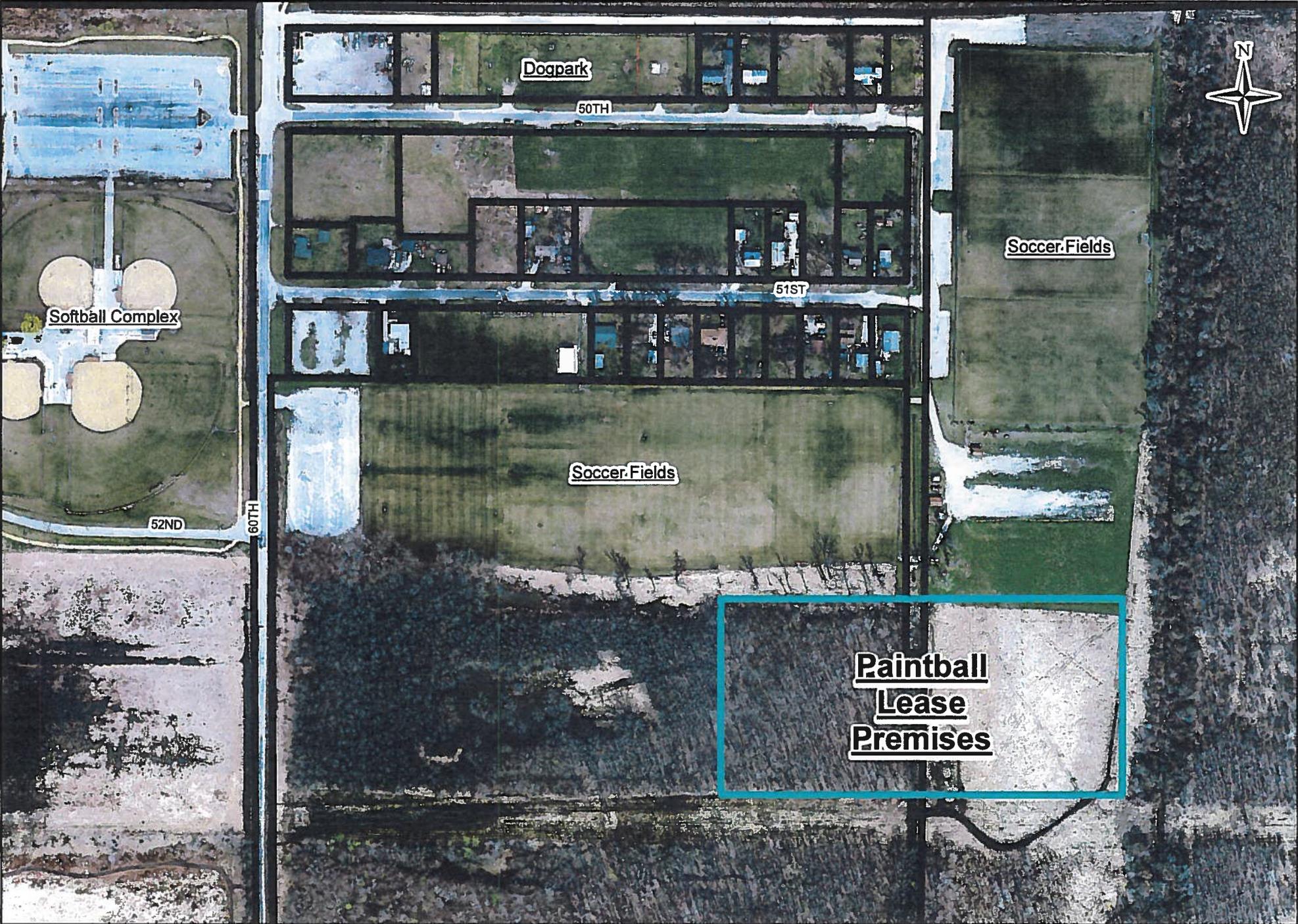
\_\_\_\_\_  
Tracy Koranda, City Clerk

DATE: \_\_\_\_\_

Approved as to Form:

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

Exhibit "1"



1 inch = 250 feet

**EXHIBIT "1-A"**  
**DESCRIPTION**

The location of the premises will be a portion of Green Valley Park, the boundary more particularly described as follows: The Point of Beginning (P.O.B.) being 420 feet south of the NE corner of Parcel 07316-2; thence East from the P.O.B. a distance of 430 feet, thence South a distance of 390 feet, thence West a distance of 795 feet, thence North a distance of 390 feet, thence East a distance of 365 feet to the P.O.B.; said Premises depicted in the diagram attached hereto and incorporated herein as Exhibit "1."

**SEE ATTACHED DIAGRAM**  
**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT "2"

### RULES AND REGULATIONS

1. Use of Name: Vendor shall not use the name of the Owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's prior written consent.
2. Noises and Odors: Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
3. 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.
4. 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.





PERMIT NO. DS2014077  
DATE: DECEMBER 9, 2014

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

**CITY OF MOLINE**  
**3635 4<sup>TH</sup> AVENUE**  
**MOLINE, ILLINOIS 61265**

to construct a paintball netting barrier on existing poles within the floodway of the Rock River in Section 13 and 14, Township 17 North, Range 1 West of the 4th Principal Meridian in Rock Island County,

in accordance with an application dated April 15, 2014, and the plans and specifications entitled:

**GREEN VALLEY PAINTBALL PARK**  
**CITY OF MOLINE**  
**(Three sheets, Included with the application).**

Examined and Recommended:

*Michael L. Diedrichsen*

Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

Approval Recommended:

*Arlan Juhl*

Arlan Juhl, P.E., Director  
Office of Water Resources

Approved:

*Marc Miller*  
Marc Miller, Director  
Department of Natural Resources



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Instantial, Inc Four Westbrook Corporate Ctr Suite 500 Westchester IL 60154	<b>CONTACT NAME:</b> Lynn Powers <b>PHONE (A/C, No. Ext):</b> (888) 571-6160 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No.):</b> (630) 990-9098
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Action Valley Paintball 3200 16th Avenue Rock Island IL 61201	<b>INSURER A:</b> West Bend Mutual Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 15-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		A01068900	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			A01068900	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 5401 70th Street and 6200 52nd Avenue, Moline, IL 61265  
Additional Insured w/respects to General Liability: City of Moline Parks and Recreation

<b>CERTIFICATE HOLDER</b> City of Moline Parks and Recreation 3635 4th Avenue Moline, IL 61265	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Anthony Pulgine/LYNN
---	--



# PURCHASE ORDER

MAIL INVOICES TO:

City of Moline  
 Public Works - Engineering  
 3635 Fourth Avenue  
 Moline, IL 61265

PAGE NO.

1

PURCHASE ORDER NO.

ENGRD-2

*THIS P.O. NO. MUST APPEAR ON ALL  
 INVOICES, CARTONS AND PACKAGES*

DATE

4/7/2015

VENDOR

Republic Companies  
 PO BOX 3807  
 Davenport, IA 52808-3807

SHIP TO

City of Moline - Engineering  
 3635 Fourth Avenue  
 Moline, IL 61265

VENDOR NO.

DELIVER BY

REQUESTED BY

ACCOUNT NO

LINE NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
1	7		<b>Downtown Street Lighting</b> LUM NW-90W49LED4K-ES-AC CS-LE3-208-OM-2-SSM8V-27 CAP1-GFII-1X36-G-121/2-D  48 HOUR ADVANCE NOTICE REQUIRED PRIOR TO DELIVERY CONTACT GARY BAKER @ (309)524-2362 OR (309)737-9578	5,860.00	41,020.00
				<b>TOTAL:</b>	<b>\$41,020.00</b>

AUTHORIZED BY \_\_\_\_\_  
 APPROPRIATE PURCHASING OFFICIAL

309-524-2350  
 TELEPHONE CONTACT

Acceptance of this order constitutes an acceptance of the **TERMS AND CONDITIONS** listed on the reverse side.

- 1 **AGREEMENT.** This Purchase Order and the Request for Quotation Form used by the City of Moline contain all the terms and conditions with respect to the purchase of goods and services herein, except that if this order is also covered by another written contract signed by both City and Vendor, then the terms and conditions set forth in this purchase order apply to the extent that they are not in conflict with such other written contract. No modifications of the terms and conditions set forth in this agreement shall be of any force unless such modification has been expressly agreed to in writing by both parties.
- 2 **DELIVERY.** Delivery shall be F.O.B. destination unless otherwise specified in the shipping instructions. Absolutely no C.O.D. shipments accepted. All shipments that are F.O.B. point of origin must be shipped Prepaid and Billed on Invoice.
- 3 **PAYMENT.** Payment terms are Net 30 days minimum, unless otherwise agreed to by both parties. Payment will be by check only.
- 4 **TAXES.** All government bodies in the State of Illinois are exempt from payment of federal excise taxes and state sales tax.
- 5 **CANCELLATION.** It is understood that the City of Moline may cancel this Order at any time provided proper notification has been given and both parties are in agreement on cancellation charges if any such are to be imposed; for example: there are no excusable delays in the delivery schedule. If supplier cannot meet the delivery date promised, and the City is faced with a critical situation and can obtain goods from another source in a shorter time period, we will be obligated to do so.
- 6 In case of the above default by the vendor, the City of Moline may procure the articles or services from other sources and may deduct from unpaid balance due the vendor, or may collect against the performance bond for excess costs so paid, and the prices paid by the City of Moline shall be considered the prevailing market price at the time of purchase is made.
- 7 The vendor shall hold the City of Moline, its officers, agents, and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request for quotation.
- 8 The successful bidder is specifically denied the right of using in any form or medium the name of the City of Moline for public advertising unless written permission is granted by the City of Moline.
- 9 Equal Employment Opportunity Clause - In accordance with the State of Illinois, Federal guidelines and the City of Moline, the Successful bidder agrees that in the performance of this award:
  - A That it will not discriminate against any employee or applicant because of race, creed, color, national origin, sex, religion, or ancestry; and further that it will examine all job classifications to determine if minority persons are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - B That, in all solicitations or advertisements for employees placed by it or on its behalf, it will utilize media having substantial minority circulations such as may be available and will state that all applicants will be afforded equal opportunity without discrimination because of race, color, sex, national origin or ancestry.
  - C That it will maintain records and submit reports as may from time to time be requested by the City of Moline.
  - D That it will permit reasonable access to all relevant books, records, accounts and work sites by the personnel of City of Moline for purposes of study to ascertain compliance.
  - E In the event of the successful vendors non-compliance with any provision of the Equal Opportunity Clause, the vendor may be declared ineligible for future contracts with the City of Moline, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute.
  - F The successful bidder will include the provisions of paragraphs "A" through "E" of this clause in every subcontract of purchase in the performance of this award. The successful bidder will utilize all reasonable means at its disposal to enforce such provisions, and will promptly notify the City of Moline in the event any subcontractor or vendor fails or refuses to comply herewith.



ResponseAbility™

**QUAD CITIES**

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

**DUBUQUE**

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

**CEDAR RAPIDS**

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

**QUOTE**

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

CUST.#: 634

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

CORRESPONDENCE TO: Republic Companies  
 PO BOX 3807

Davenport, IA 528083807

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

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

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

Last Page

# CITY COUNCIL GOALS AND PRIORITIES – COMMITTEE UPDATES

## April 2015

<b><u>City Council Priorities:</u></b>	<b><u>Page</u></b>
1. Quad Cities Multi-Modal Station and Hotel Project .....	1
2. Avenue of the Cities Corridor Overlay Plan .....	2
3. Capital Improvement Program: Residential Street Improvements: Evaluate Allocation of CIP Funds .....	2
4. Market Square Development: RFP .....	3
5. Evaluation of Code Enforcement Activities and Staffing Assignments .....	3
6. Restaurant Attraction Strategy.....	3
7. SouthPark Mall Revitalization .....	4
8. Shared Services with Other Cities .....	4
9. Lean/Six Sigma Process Improvement Program .....	5
10. Municipal Buildings/Facilities Maintenance Plan .....	5

### **QUAD CITIES MULTI-MODAL STATION & HOTEL PROJECT**

Team: Chair - Lew Steinbrecher, Ray Forsythe, Maureen Riggs

#### **Completed:**

- Second Amendment & Restatement of Development Agreement with Moline Promenade Investors, LLC was approved on March 3, 2015
- Acquired the former Washburn’s Refrigeration property at 1101 4<sup>th</sup> Avenue
- Bid #1 package was awarded and work will commence once IDOT, the Federal Transit Administration and the Illinois Historic Preservation Agency sign off on same; the work includes items related to masonry tuck pointing, concrete restoration, testing capacity of existing building structure, and south façade reconstruction
- City staff met with MetroLINK, Weitz, and Legat representatives to refine the project scope and bring the proposed use of Federal and State funds into the available budget
- Development communications:
  - Staff has participated in and will continue weekly conference calls with MetroLINK, Weitz, Legat and other partners regarding the public portion of the project and to effect project advancement
  - Staff has participated in and will continue bi-monthly conference calls with this same group plus the private developer’s team to keep all parties informed and effect project implementation
- A meeting was held with the State Historic Preservation Commission for final review prior to submittal to the National Parks Service (NPS) for approval on both the 106 and Historic Tax Credits; the plans have been completed for submission to NPS
- Retained Shive Hattery to complete a traffic study and analysis to determine the appropriate changes to 4<sup>th</sup> Avenue and 12<sup>th</sup> Street in the area of the project
  - Anticipated changes to lane configuration, the addition of a multi-use path, on-street parking, and streetscaping improvements will be based on the study’s findings

Upcoming:

- Finalize design for streetscape improvements on 4<sup>th</sup> Avenue for review and approval by the Illinois Department of Transportation, and 12<sup>th</sup> Street streetscape improvements for City approval
- Legat will complete final design and construction drawings to be used for the next series of bids for project completion
- Developer's team will complete the designs and construction drawings for the private development within the project
- Demolition of the Washburn building will take place once the building is vacated and any outstanding environmental issues are mitigated
- City staff will complete designs for the parking lots at 4<sup>th</sup> Avenue and 12<sup>th</sup> Street and bid the projects for construction

**AVENUE OF THE CITIES CORRIDOR OVERLAY PLAN**

Team: Chair - Jeff Anderson, Shawn Christ, Amy Keys

Completed:

- City staff was informed by IDOT that no planning grant funds will be available through the end of the State's fiscal year (June 30, 2015) while current budget issues are being addressed
  - Staff was informed that the City's request for planning grant funds was favorably received and reviewed by IDOT and that IDOT encouraged the City to reapply for the Avenue of the Cities project at the start of the State's new fiscal year (July 1, 2015)
  - City was previously awarded streetscape improvement grant funds for the 34<sup>th</sup> Street to 41<sup>st</sup> Street section of Avenue of the Cities
  - In addition to the above streetscape improvement work, façade improvement funds are also available for property owners along Avenue of the Cities

Upcoming:

- Re-submittal of planning grant request per IDOT's suggestion
- Marketing of façade program to Avenue of the Cities businesses
- Streetscape improvement project

**CAPITAL IMPROVEMENT PROGRAM: RESIDENTIAL STREET IMPROVEMENTS:  
EVALUATE ALLOCATION OF CIP FUNDS**

Team: Chair - Scott Hinton, Kathy Carr

Completed:

- Committee-of-the-Whole presentation on June 3, 2014
- City staff determined that 50% of CIP funds are already allocated towards residential streets
- Funding levels prevent the allocation of additional funds towards residential streets

**NOTE:** This concludes this committee goal with no additional funding available

## **MARKET SQUARE DEVELOPMENT: RFP**

Team: Chair - Ray Forsythe, Lew Steinbrecher

### Completed:

- Approval of a resolution March 3, 2015 authorizing the concept of a development project on the site of the former Collector's Center with developer Revive Community Development Co., LLC for a period of 12 months
  - The proposed development is a parking deck with a minimum of 350 parking spaces, residential apartments and condominiums above the deck, and commercial space on the ground floor

### Upcoming:

- Revive will engage a firm to complete a market research study on the multi-family residential and condominium market in downtown Moline; coordinate with Shive-Hattery on architectural schematic designs and renderings and construction drawings; coordinate with Estes Construction on construction scope, costs and contractual agreements; and engage with the City related to zoning, entitlement, permitting and a development agreement
- City staff will develop a performance based development agreement and purchase agreement once the project scope is developed

## **EVALUATION OF CODE ENFORCEMENT ACTIVITIES AND STAFFING ASSIGNMENTS**

Team: Chair - Maureen Riggs, Kim Hankins, Alison Fleming, Shawn Christ, Brad Hauman, Keith Verbeke, Amy Keys

### Completed:

- Compiled report and statistics on current Code enforcement activities
- Set up procedure for handling abandoned vehicles through MUNICES first instead of Circuit Court for quicker resolution of that issue; this process has improved coordination between the Law and Police departments

**NOTE:** This concludes this committee goal

## **RESTAURANT ATTRACTION STRATEGY**

Team: Chair - Ray Forsythe, Maureen Riggs

### Completed:

- Retail Strategies team members visited Moline in March to tour SouthPark Mall and other Moline sites, attend a City-coordinated event that included real estate brokers, leasing agents, and property owners, and gave a brief update on their current work plan for Moline to the City Council
- Retail Strategies has attended and continues to attend National and Regional International Council of Shopping Centers (ICSC) tradeshow in Las Vegas, Chicago, Dallas and Denver and provide national restaurant chains with information about Moline; a direct mailing to other chains has also been completed
- The Mayor, City Administrator and Planning & Development Director attended a brokers event and tour of the new Dick's Sporting Goods store hosted by Macerich at SouthPark

Mall; SouthPark Mall management and marketing representatives and National Restaurant Leasing members were present

- Discussion focused on Macerich's interest in locating new restaurants to the Mall both inside the remodeled areas and on available spaces outside the Mall in existing vacant buildings and pads
- Macerich reported that several letters of intent have been signed and final lease negotiations are underway
- Three Corners has received 3 letters of intent by regional restaurant operators for approximately 9,500 s.f. of the available 20,000 s.f. of commercial space
  - The leases and space design are in progress with anticipated build out to begin in the next 30 days
  - Proposed tenants include a pizza grille, a café, and an Asian bistro
  - Grand openings will be July and September

Upcoming:

- Retail Strategies will continue to work with local developers and property owners to market Moline and to follow up on existing leads
- City staff will continue to meet with local developers and business owners to facilitate restaurant opportunities

**SOUTHPARK MALL REVITALIZATION**

Team: Chair - Lew Steinbrecher, Ray Forsythe

Completed:

- Construction of the new Dick's Sporting Goods store is complete and it is scheduled to open this Spring
- Macerich has completed renovation of the wing between the new Dick's Sporting Goods and the main north-south hallway; this renovation includes new tenant space, flooring, lighting and other improvements

Upcoming:

- Awaiting submittal of design and engineering of entranceway onto John Deere Road to facilitate review and approval process by the Illinois Department of Transportation; the design is expected to be complete in 2015 with construction in 2016
- Continue the cooperation with Macerich in marketing outlots to restaurants and other commercial and/or residential developments

**SHARED SERVICES WITH OTHER CITIES**

Team: Chair - Mike Waldron, Kim Hankins, Kathy Carr, Greg Swanson, J.D. Schulte, Doug House, Lee Ann Fisher, Jeff Anderson

Completed:

- Shared existing report on shared services with other cities with the City Council and City Administration
- The cities of East Moline and Moline will now share members on the Police Tactical Team
- The Library is now a designated Passport Acceptance Facility for passport applications; this new service was coordinated with the US Department of State Bureau of Consular Affairs

- Initiated work with Rock Island County and other local governments on a County Wide Hazardous Mitigation Plan
- Planning Department recently purchased a noise meter and will make it available to other City departments and other communities upon request and as available

Upcoming:

- Working with all Illinois Quad Cities to review the new floodway modeling and proposed floodplain maps; Bi-State is leading the effort to express concerns and request technical revisions to the proposed maps
- The Water Division will continue working with the cities of Rock Island and East Moline and Rock Island and Scott Counties on planning related to hazardous chemical spills on the Mississippi River; this work is also in conjunction with USEPA, US Corp of Engineers and private water entities
- Working with the City of Rock Island on a joint contract for right-of-way mowing and specifications for a rear load sanitation vehicle
- Preparing to work with the City of Rock Island and the Village of Milan on a joint tipping fee contract; the current contract expires at the end of 2015
- Working with Rock Island County partners and Scott County on recycling product processing

**LEAN/SIX SIGMA PROCESS IMPROVEMENT PROGRAM**

Team: Chair - Doug House, Mike Waldron, Kim Hankins, Todd Allen, Todd Green, Nate Scott, and Doris Moreno

Completed:

- Identified Team Members from Emergency Services
- Identified measurable data within the Computer Automated Dispatching (CAD) system to begin analyzing for potential efficiencies
- Imported all CAD data into GIS to conduct spatial analysis through model simulation

Upcoming:

- Evaluate the results of the data
- Make recommendations based on the findings
- Report findings to City Council

**MUNICIPAL BUILDINGS/FACILITIES MAINTENANCE PLAN**

Team: Chair - Scott Hinton, Doug House, Mike Waldron, Lee Ann Fisher, Kim Hankins, Kathy Carr

Completed:

- Review of Facilities Maintenance Plans of similar sized cities
- Discussed building energy efficiency audit with ConEdison Solutions

Upcoming:

- Present findings to City Council and seek further direction on implementation