



MOLINE CITY COUNCIL AGENDA

Tuesday, April 21, 2015

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Triebel

Roll Call

Consent Agenda

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

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Parker		
Triebel		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes

Committee of the Whole and Council meeting minutes of April 7, 2015, March Financial Report and appointments made during Committee of the Whole.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4006-2015

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.

Explanation: The City of Moline owns three large farm properties south of the QC Airport that 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.

Fiscal Impact: Revenue increase of \$32,250 annually

Public Notice/Recording: N/A

2. Council Bill/Special Ordinance 4007-2015

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.

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.

Fiscal Impact: City of Moline will receive \$650.00 income for the lease term.

Public Notice/Recording: N/A

3. Council Bill/Special Ordinance 4008-2015

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.

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.

Fiscal Impact: Revenue of \$10.00/month to the City for the lease term and any extension
Public Notice/Recording: N/A

4. Council Bill/Special Ordinance 4009-2015

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Kiwanis Bags Tournament scheduled for Saturday, April 25, 2015.

Explanation: This is an annual event and has been approved by the Special Event Committee.

Fiscal Impact: N/A
Public Notice/Recording: N/A

Resolutions

5. Council Bill/Resolution 1045-2015

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

Explanation: A total of \$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 19th Street between 4th and 6th Avenues. Additional documentation attached.

Fiscal Impact: Funds are available in account #010-0828-423.08-60
Public Notice/Recording: N/A

6. Council Bill/Resolution 1046-2015

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.”

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.

Fiscal Impact: \$697,437.00 in Federal Grants

Public Notice/Recording: N/A

7. Council Bill/Resolution 1047-2015

A Resolution approving the preliminary plat for Hawk Hollow Addition (City of Moline, 600 block of 8th Street).

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 8th 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.

Fiscal Impact: N/A

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

First Reading Ordinances

8. Council Bill/General Ordinance 3012-2015

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.”

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.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

9. Council Bill/General Ordinance 3013-2015

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.”

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 within the City. 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.

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

10. Council Bill/General Ordinance 3014-2015

An Ordinance amending Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances, Sec. 11-2116, “SAME FEES,” by enacting one new subsection (a)(9) to include a first responder fee.

Per City Council direction given on February 10, 2015, City staff formulated a recommendation on a first responder fee specified and prescribed by the City Council to address the potential shortfall in ambulance revenues in 2015. The item was tabled by the Council on April 7, 2015 and referred back to City staff for clarification as to an at-fault accident, non-Moline residency and the appeal process. Staff recommends that a first-responder fee be billed to any non-Moline resident that is issued a citation by the Moline Police Department for an at-fault accident, and determination of non-Moline residency be based on the address on the driver's license of the person issued the at-fault citation. The flat fee for the first responder fee will be based on the emergency vehicles that arrive to the scene of the accident, as shown in the ordinance. In the event a non-Moline resident wishes to dispute the assessment of the first responder fee, a written appeal to the public safety director or his designee is required within 30 days from the date of the original invoice.

Fiscal Impact: Estimated to be \$145,000 annually

Public Notice/Recording: Publication required

11. Council Bill/Special Ordinance 4011-2015

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.

Explanation: Action Valley Paintball, LLC desires 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 the agreement will enhance services for residents and visitors as currently there are no similar services offered in the area. Additional documentation attached.

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

Public Notice/Recording: N/A

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

Sponsor: _____

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.

WHEREAS, Jason Flickinger of Reason Farms desires a Lease Agreement for the purpose of farming City-owned properties located at the Runge Farm (Tax Parcels 11-64, 11-64-C and 11-68), Pryce Farms (Tax Parcels 12-112 and 12-119), and Bealer Farm (Tax Parcel 11-49), as shown and more particularly described on the attached Exhibit A; and

WHEREAS, the City of Moline released a Request for Proposals (RFP) to find a new tenant to till leaves collected by the City and to farm the City-owned properties until the properties are utilized for residential development; and

WHEREAS, Reason Farms submitted the proposal that was most advantageous to the City and in the City's best interest; and

WHEREAS, the lease term will be April 21, 2015 through December 31, 2018, with an option to renew upon mutual consent of the parties, and the lease rent will be \$215 per tillable acre, an increase of \$85 per tillable acre.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a 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; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

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 l and 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. TENANT 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 t he 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.

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease and Concession 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.

WHEREAS, 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, as shown and more particularly described on the attached Exhibit A; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board (“Parks”) support having such a vendor service along the Parkway during this time period as a method of enhancing services for citizens and visitors utilizing the Parkway, and they approve of said agreement; and

WHEREAS, John Rogers DBA Roy’s All Fed Up has a positive working history with Parks in providing this service.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease and Concession 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; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

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.

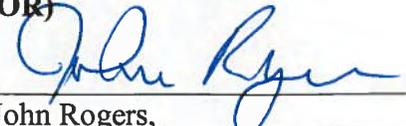
EXHIBIT "A"

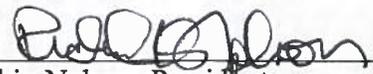
IN WITNESS WHEREOF, this Lease and Concession Agreement is executed in Moline, Illinois, as of the date hereof first above written.

**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.***

Sponsor: _____

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.

WHEREAS, New Cingular Wireless PCS (“Tenant”) has certain wireless communications equipment on the former O’Rourke Brothers (“O’Rourke”) building located at 12th Street and 4th Avenue, Moline; and

WHEREAS, Tenant wishes to relocate the equipment to and lease a portion of City-owned property at 309 12th Street, Moline (the former River Bend Food Reservoir property), during the 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; and

WHEREAS, 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; and

WHEREAS, the lease rent shall be \$10.00 per month for the lease term and any extension granted.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a 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; provided, however, that said Lease and corresponding documents are in substantially similar form and content to those attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Kiwanis Bags
Tournament scheduled for Saturday, April 25, 2015.

WHEREAS, special events add value to the residents, visitors and business to the City of Moline; and

WHEREAS, the Special Events Committee has reviewed and approved the application for this event;
and

WHEREAS, the coordinator of this event has signed a City Council approved licensing agreement so
as to save harmless the municipality from all financial loss, damage or harm and has provided insurance
listing the City of Moline as additional insured.

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

Section 1 - That this Council hereby authorizes and directs the Mayor, Director of Public Works and
Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the
following designated roadways to vehicular traffic during the specified times mentioned herein:

The N-Lot

Saturday, April 25, 2015, from 7:00 a.m. to 6:00 p.m.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1045-2015
Sponsor: _____

A RESOLUTION

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

WHEREAS, a total of \$75,000 is included in the 2015 Moline Centre budget to continue replacing the aging, deteriorated decorative street lights in downtown Moline; and

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

WHEREAS, the proposed purchase will total \$41,020.

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

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

CITY OF MOLINE, ILLINOIS

Mayor

April 21, 2015
Date

Passed: April 21, 2015

Approved: April 28, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney



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		Downtown Street Lighting 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
				TOTAL:	\$41,020.00

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

Council Bill/Resolution No. 1046-2015

Sponsor: _____

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."

WHEREAS, the City of Moline is a CDBG entitlement community pursuant to the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the national objectives of the Community Development Programs are:

1. the development of viable urban communities, including decent housing and a suitable living environment and expanding opportunities for economic opportunities principally for persons of low to moderate income; and
2. the eliminations of slums and blight, and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally for persons of low to moderate income; and
3. the elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance; and related activities; and
4. the conversion and expansion of the nation's housing stock in order to provide a decent home and suitable living environment for all persons, but principally for those of low and moderate income; and
5. the expansion and improvement of the quantity and quality of community services, principally for person of low to moderate income, which are essential for sound community development and for development of viable urban communities; and

6. the alleviation of physical and economic distress through the stimulation of private investment and community revitalization; and

WHEREAS, a proposed statement of community development objectives and projected use of funds has been advertised; and

WHEREAS, said statement and projected use of funds reflects programs recommended by Citizens Advisory Council on Urban Policy and are consistent with the local and national objectives of the Housing and Community Development Act of 1974, as amended.

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

That the Mayor is hereby authorized to make application, to enter into an agreement, and to execute all necessary assurances and certifications to the United States 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.

BE IT FURTHER RESOLVED that the City Council approves the 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.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to implement those approved projects and programs upon the approval of the City of Moline 2015-2019 Consolidated Annual Action Plan by the Department of the 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" attached hereto and incorporated herein by this reference.

CITY OF MOLINE, ILLINOIS

Mayor

April 21, 2015

Date

Passed: April 21, 2015

Approved: April 28, 2015

Attest: _____
City Clerk

Approved as to form:

City Attorney

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:

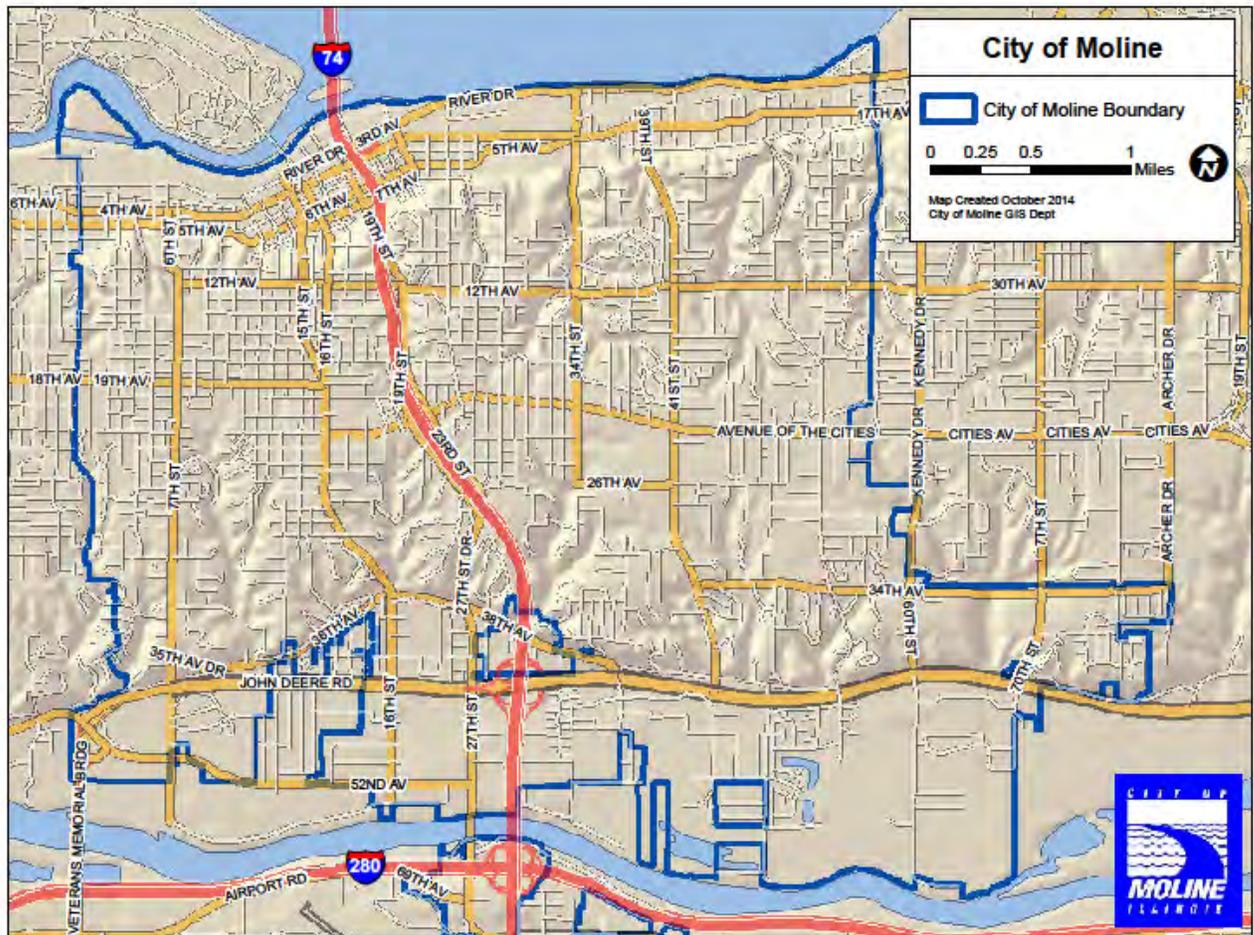
- **Consultation and Citizen Participation:** Through the Consolidated Plan, the City of Moline is engaged, both in the process of developing and reviewing the proposed plan, and as partners and stakeholders in the implementation of the CDBG program. By consulting and collaborating with other public 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. 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. 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

Council Bill No. 1047-2015

Sponsor: _____

A RESOLUTION

APPROVING the preliminary plat for Hawk Hollow Addition (Hawk Hollow, 600 block of 8th Street)

WHEREAS, an application has been made to the City of Moline by the City of Moline for preliminary approval of a plat entitled Hawk Hollow Addition; and

WHEREAS, the Zoning Hearing Officer has approved a front yard setback variance to allow buildings to be constructed 20 feet from the front property line; and

WHEREAS, the Plan Commission has approved said preliminary plat without any conditions as not conflicting with the Official Map of the City of Moline; and

WHEREAS, this Council's Committee of the Whole has met in open meeting on April 7, 2015 to consider said plat and has recommended approval of said plat without conditions.

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

That the preliminary plat of Hawk Hollow Addition, filed with the City on February 26, 2015, which plat is a preliminary plat of property described as follows:

The West side, 600 block of 8th Street as described:

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

be and the same is hereby approved.

That said approval as set forth hereinabove shall be null and void if a final plat is not submitted for approval within twelve months from the date of this resolution.

CITY OF MOLINE, ILLINOIS

Mayor

April 21, 2015

Date

Passed: April 21, 2015

Approved: April 28, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No. 3012-2015

Sponsor: _____

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."

WHEREAS, the provisions of Chapter 8 do not set a definitive expiration date for permits issued thereunder; and

WHEREAS, setting an expiration date for permits will aid in providing clarity to businesses and residents; and

WHEREAS, the new Section 8-1501 will set an expiration date of one year for any permit issued by the building official.

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

Section 1 – That Chapter 8, "BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, Article I, Division 5, "CERTIFICATES OF OCCUPANCY," is hereby amended 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," which shall read as follows:

"DIVISION 5. CERTIFICATES OF OCCUPANCY AND EXPIRATION OF PERMITS

* * * * *

SEC. 8-1501. EXPIRATION OF PERMITS.

Notwithstanding and in addition to any provision contained in any other Article herein, every permit issued by the building official under the provisions of this Code shall expire within one year from the date of its issuance. Failure to complete work prior to expiration date shall terminate the permit. Any permittee may apply for an extension of the time to complete the work so long as the extension is requested prior to the expiration date. The building official is authorized to grant, in writing, one or more extension of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause shall be demonstrated."

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

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."

WHEREAS, 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 within the City; and

WHEREAS, 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.

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

Section 1 – That 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," is hereby amended by enacting one new Section 6-2106 entitled "USE OF PUBLIC RIGHT-OF-WAY FOR SIDEWALK FOOD AND BEVERAGE SERVICE," which shall read as follows:

"ARTICLE II. INSURANCE REQUIREMENTS FOR LICENSING AGREEMENTS ON PUBLIC PROPERTY AND RIGHTS-OF-WAYS.

* * * * *

SEC. 6-2106. USE OF PUBLIC RIGHT-OF-WAY FOR SIDEWALK FOOD AND BEVERAGE SERVICE.

Use of public right-of-way for sidewalk food and beverage service shall also be governed by administrative guidelines pertaining to such use, promulgated by City staff, which are authorized by this Code. A copy of the administrative guidelines may be obtained from the City Clerk."

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Council Bill/General Ordinance No.
Sponsor _____

AN ORDINANCE

AMENDING Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Sec. 11-2116, "SAME FEES," by enacting one new subsection (a)(9) to include a first responder fee.

WHEREAS, the City of Moline Fire and Police departments provide timely and efficient emergency, rescue, fire protection, and other services to residents and businesses located in the City, and to persons who visit, do business in, or travel through the City of Moline; and

WHEREAS, numerous services offered by the City directly benefit specific members of the general public for which fees may properly be imposed; and

WHEREAS, the City responds to a high volume of calls for traffic accidents and emergency medical services by deploying City personnel to incidents and providing first-responder police and emergency medical assessment and treatment to persons at those incidents; and

WHEREAS, the City has reasonably calculated its costs of providing police and emergency medical first-responder services to non-residents at fault for an incident; these costs include the City's actual personnel and apparatus costs, the cost of supplies, and the cost of equipment to provide police and emergency medical first-responder services to each person; and

WHEREAS, the first-responder fee established by this ordinance is calculated based on the City's actual costs of providing emergency medical first-responder services to non-residents at fault at an incident.

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

Section 1 – That Chapter 11, "FIRE PREVENTION AND PROTECTION," of the Moline Code of Ordinances, Section 11-2116, "SAME FEES," is hereby amended by enacting one new subsection (a)(9) relating to the same subject matter, which shall read as follows:

"SEC. 11-2116. SAME-FEES.

(a) The fee schedule for said emergency service shall be as follows:

* * * * *

(9) Non-Moline residents found at fault for any traffic accident within the City of Moline where a fire truck, ambulance, or at least one (1) squad car was dispatched to the scene shall be billed for the first responder fee.

- a. A first responder fee will be billed to any non-Moline resident that is issued a citation for an at-fault traffic accident. Determination of non-Moline residency will be based on the address on the driver's license of the person issued the at-fault citation.
- b. The flat fee for the first responder fee will be based on the emergency vehicles that arrive to the scene of the accident.
 - 1. Squad car: Non-Moline residents will be billed a flat fee of sixty-six dollars (\$66.00).
 - 2. Fire truck: Non-Moline residents will be billed a flat fee of two hundred sixty-two dollars (\$262.00).
 - 3. Ambulance: Non-Moline residents will be billed a flat fee of one hundred twenty-seven dollars (\$127.00).
- c. In the event a non-Moline resident wishes to dispute the assessment of the first responder fee, a written appeal to the public safety director or his designee is required within thirty (30) days from the date of the original invoice from the City."

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Non-Moline Resident First Responder Fee APPEAL Form

Date _____

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Invoice # (on bill): _____ Email: _____

REASON FOR APPEAL: _____

(Please use back side if more space is needed)

Instructions: Please send the completed form to Moline Police Department, 1640 6th Avenue, Moline, IL 61265. The completed appeal form must be received by the City within 30 days of the date on the invoice. Your appeal will be considered and ruled upon in writing by the City within 30 days of receipt of the completed form. The written ruling will be sent by email or by mail to the address listed above.

-----**OFFICE USE ONLY**-----

_____ **Your appeal is approved. The fee is dismissed.**

_____ **Your appeal has been reviewed and denied. The invoice is due within 5 business days from the receipt of this denial notice.**

Comments:

Date: _____ Public Safety Director: _____

Sponsor: _____

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.

WHEREAS, Action Valley Paintball, LLC desires a Lease Agreement with the City of Moline for the purpose of operating a paintball field at Green Valley Park, as shown and more particularly described on the attached Exhibit A; and

WHEREAS, the term of the Lease Agreement will be April 1, 2015 through April 1, 2016, and the lease payments will consist of a one-time payment of \$1,000 to reimburse the City for required Illinois Department of Natural Resources' permitting and an annual lease rent of \$400; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board support having such a vendor service at Green Valley Park during this time period as a method of enhancing services for citizens and visitors, and they approve of said agreement.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with Action Valley Paintball, LLC for the purpose of operating a paintball field that is open to the public; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

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 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 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 16th Ave

3635 4th 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.

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.
- 2) Certificate Holder should read: City of Moline
 619 16th Street
 Moline, Illinois 61265
- 3) 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.***



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 4TH 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

City of Moline

March 2015
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 03/31/2015

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$41,146,200	\$7,905,470	\$33,240,730
Expenditures	\$41,146,200	\$7,342,875	\$33,803,325
Difference	\$0	\$562,595	
GENERAL TRUST FUND			
Revenues	\$405,000	\$191,685	\$213,315
Expenditures	\$405,000	\$101,177	\$303,823
Difference	\$0	\$90,508	
SFOOR GRANT			
Revenues	\$88,200	\$30,446	\$57,754
Expenditures	\$88,200	\$2,273	\$85,927
Difference	\$0	\$28,174	
TOURISM FUND			
Revenues	\$52,950	\$8	\$52,942
Expenditures	\$52,950	\$0	\$52,950
Difference	\$0	\$8	
LEAD GRANT			
Revenues	\$750,695	\$146,289	\$604,406
Expenditures	\$750,695	\$95,920	\$654,775
Difference	\$0	\$50,369	
HOMEBUYER TRUST GRANT			
Revenues	\$107,845	\$16,678	\$91,167
Expenditures	\$107,845	\$3,308	\$104,537
Difference	\$0	\$13,370	
EMERGENCY REPAIR GRANT			
Revenues	\$98,300	\$0	\$98,300
Expenditures	\$98,300	\$791	\$97,509
Difference	\$0	(\$791)	
ABANDONED PROP PROGRAM			
Revenues	\$58,910	\$1,213	\$57,697
Expenditures	\$58,910	\$560	\$58,350
Difference	\$0	\$653	
NSP2 GRANT			
Revenues	\$120,370	\$246,904	(\$126,534)
Expenditures	\$120,370	\$11,225	\$109,145
Difference	\$0	\$235,679	
LIBRARY FUND			
Revenues	\$3,193,155	\$141,804	\$3,051,351
Expenditures	\$3,193,155	\$681,276	\$2,511,879
Difference	\$0	(\$539,471)	

	BUDGET	YTD ACTUAL	VARIANCE
PARK FUND			
Revenues	\$3,772,465	\$364,862	\$3,407,603
Expenditures	\$3,772,465	\$634,961	\$3,137,504
Difference	\$0	(\$270,099)	
MOTOR FUEL TAX FUND			
Revenues	\$2,482,830	\$290,569	\$2,192,261
Expenditures	\$2,482,830	\$8,048	\$2,474,782
Difference	\$0	\$282,521	
COMMUNITY DEVELOPMENT			
Revenues	\$674,400	\$268,289	\$406,111
Expenditures	\$674,400	\$175,434	\$498,966
Difference	\$0	\$92,855	
REVOLVING LOAN FUND			
Revenues	\$243,000	\$2,615	\$240,385
Expenditures	\$243,000	\$0	\$243,000
Difference	\$0	\$2,615	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,243,025	\$289,736	\$2,953,289
Expenditures	\$3,243,025	\$72,066	\$3,170,959
Difference	\$0	\$217,670	
TAX INCREMENTAL FINANCING #2			
Revenues	\$239,975	\$5	\$239,970
Expenditures	\$239,975	\$475	\$239,500
Difference	\$0	(\$470)	
TAX INCREMENTAL FINANCING #3			
Revenues	\$52,785	\$197	\$52,588
Expenditures	\$52,785	\$50	\$52,735
Difference	\$0	\$147	
TAX INCREMENTAL FINANCING #4			
Revenues	\$199,205	\$10,801	\$188,404
Expenditures	\$199,205	\$0	\$199,205
Difference	\$0	\$10,801	
TIF #5 KONE CENTRE			
Revenues	\$485,565	\$482,415	\$3,150
Expenditures	\$485,565	\$48,997	\$436,568
Difference	\$0	\$433,418	
TIF #6 MOLINE PL PHASE II			
Revenues	\$118,995	\$0	\$118,995
Expenditures	\$118,995	\$475	\$118,520
Difference	\$0	(\$475)	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #7 BUSINESS PARK			
Revenues	\$4,139,475	\$500	\$4,138,975
Expenditures	\$4,139,475	\$33,488	\$4,105,988
Difference	\$0	(\$32,987)	
TIF #9 Route 150			
Revenues	\$1,205	\$0	\$1,205
Expenditures	\$1,205	\$0	\$1,205
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$249,925	\$0	\$249,925
Expenditures	\$249,925	\$0	\$249,925
Difference	\$0	\$0	
SPECIAL SERVICE AREA #5			
Revenues	\$177,230	\$75,721	\$101,509
Expenditures	\$177,230	\$28,991	\$148,239
Difference	\$0	\$46,730	
SPECIAL SERVICE AREA #6			
Revenues	\$266,145	\$10,594	\$255,551
Expenditures	\$266,145	\$51,425	\$214,720
Difference	\$0	(\$40,831)	
TIF #11 MULTI MODAL			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$71	(\$71)
Difference	\$0	(\$71)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$68,868	(\$68,868)
Difference	\$0	(\$68,868)	
WATER FUND			
Revenues	\$9,506,140	\$2,233,438	\$7,272,702
Expenditures	\$9,506,140	\$2,111,362	\$7,394,778
Difference	\$0	\$122,076	
WPC FUND			
Revenues	\$24,951,440	\$2,542,873	\$22,408,567
Expenditures	\$24,951,440	\$1,626,871	\$23,324,569
Difference	\$0	\$916,002	
STORMWATER UTILITY			
Revenues	\$1,130,370	\$248,578	\$881,792
Expenditures	\$1,130,370	\$66,279	\$1,064,091
Difference	\$0	\$182,299	

	BUDGET	YTD ACTUAL	VARIANCE
FIRE PENSION			
Revenues	\$6,336,850	\$243,859	\$6,092,991
Expenditures	\$6,336,850	\$420,411	\$5,916,439
Difference	\$0	(\$176,552)	
REHER ART GALLERY			
Revenues	\$48,765	\$0	\$48,765
Expenditures	\$48,765	\$600	\$48,165
Difference	\$0	(\$600)	
PERPETUAL CARE FUND			
Revenues	\$14,025	\$2,116	\$11,909
Expenditures	\$14,025	\$0	\$14,025
Difference	\$0	\$2,116	
PARK/CEMETERY GIFTS			
Revenues	\$32,000	\$19,226	\$12,774
Expenditures	\$32,000	\$10,544	\$21,456
Difference	\$0	\$8,681	
FOREIGN FIRE INS TAX			
Revenues	\$35,300	\$0	\$35,300
Expenditures	\$35,300	\$22,477	\$12,823
Difference	\$0	(\$22,477)	
POLICE PENSION			
Revenues	\$7,069,695	\$240,301	\$6,829,394
Expenditures	\$7,069,695	\$664,719	\$6,404,976
Difference	\$0	(\$424,418)	
LIBRARY TRUST			
Revenues	\$237,260	\$10,916	\$226,344
Expenditures	\$237,260	\$8,577	\$228,683
Difference	\$0	\$2,339	
HEALTH BENEFIT FUND			
Revenues	\$7,875,835	\$1,495,485	\$6,380,350
Expenditures	\$7,875,835	\$696,347	\$7,179,488
Difference	\$0	\$799,138	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$1,057	\$498,943
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$1,057	
INFORMATION TECHNOLOGY			
Revenues	\$1,139,390	\$233,169	\$906,221
Expenditures	\$1,139,390	\$201,803	\$937,587
Difference	\$0	\$31,366	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$148,265	\$37,132	\$111,133
Expenditures	\$148,265	\$0	\$148,265
Difference	\$0	\$37,132	

	BUDGET	YTD ACTUAL	VARIANCE
LIABILITY FUND			
Revenues	\$3,838,085	\$838,994	\$2,999,091
Expenditures	\$3,838,085	\$554,423	\$3,283,662
Difference	\$0	\$284,572	
FLEET SERVICES			
Revenues	\$4,979,725	\$1,094,805	\$3,884,920
Expenditures	\$4,979,725	\$813,382	\$4,166,343
Difference	\$0	\$281,424	
SANITATION FUND			
Revenues	\$2,462,145	\$597,250	\$1,864,895
Expenditures	\$2,462,145	\$482,106	\$1,980,039
Difference	\$0	\$115,144	
DEBT. SERVICE FUND			
Revenues	\$3,088,450	\$1,288,250	\$1,800,200
Expenditures	\$3,088,450	\$1,288,250	\$1,800,200
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$144,000	\$296,467	(\$152,467)
Expenditures	\$144,000	\$296,464	(\$152,464)
Difference	\$0	\$2	
CAPITAL IMPROVEMENT FUND			
Revenues	\$7,375,000	\$1,930,445	\$5,444,555
Expenditures	\$7,375,000	\$1,306,274	\$6,068,726
Difference	\$0	\$624,172	
* TOTALS			
Revenues	\$143,280,590	\$23,831,163	\$119,449,427
Expenditures	\$143,280,590	\$19,933,642	\$123,346,948
Difference	\$0	\$3,897,522	

**City of Moline
Major Revenue Projection
Summary Sheet
as of March 31, 2015**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,684,000	\$14,684,000	\$0	\$14,677,835	0.04%	\$14,684,000	0.00%
State Sales Tax	\$821,805	\$10,200,000	\$9,719,600	\$480,400	\$9,457,039	2.78%	\$10,100,000	0.99%
Water User Fees	\$674,526	\$8,427,115	\$8,427,115	\$0	\$7,735,554	8.94%	\$8,427,115	0.00%
Sewer User Fees	\$638,751	\$7,817,190	\$7,817,190	\$0	\$6,725,107	16.24%	\$7,817,190	0.00%
Home Rule Sales Tax	\$666,135	\$8,223,700	\$7,923,700	\$300,000	\$8,106,203	-2.25%	\$8,123,700	1.23%
Income Tax	\$209,059	\$4,200,000	\$4,200,000	\$0	\$4,142,981	1.38%	\$4,297,000	-2.26%
Replacement Tax	\$359,728	\$2,325,535	\$2,525,535	(\$200,000)	\$2,389,920	5.67%	\$2,325,535	0.00%
Utility Taxes	\$333,725	\$3,096,280	\$3,096,280	\$0	\$3,014,491	2.71%	\$3,196,280	-3.13%
Food/Liquor Tax	\$180,682	\$2,235,675	\$2,075,675	\$160,000	\$2,016,801	0.00%	\$2,135,675	4.68%
Telecommunication Tax	\$124,106	\$1,395,625	\$1,395,625	\$0	\$1,636,428	-14.72%	\$1,395,625	0.00%
Total	\$4,008,517	\$62,605,120	\$61,864,720	\$740,400	\$59,902,359	3.28%	\$62,502,120	0.16%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.
 Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10
 Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10
 Utility Tax increased from 3% to 5% as of 1/1/12