



MOLINE CITY COUNCIL AGENDA

Tuesday, April 28, 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 Zelnio

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.

Approval of Minutes

Committee-of-the-Whole and Council meeting minutes of April 21, 2015.

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

Second Reading Ordinances

1. 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

2. 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

3. 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

Resolutions

4. Council Bill/Resolution 1048-2015

A Resolution authorizing the Mayor and City Clerk to sign a liquor license consent form granting the City’s consent for a Class A – Restaurant Liquor License to be issued at 2900 River Drive.

Explanation: The Mills at Riverbend Commons, 2900 River Drive, is in the process of acquiring a tenant that will be applying for a Class A – Restaurant Liquor License. City of Moline Code of Ordinances Section 4-3202(a) states that a majority of the surrounding property owners within a radius of 150 feet of the front of the center of the building shall consent to the issuance of a liquor license. The City-owned property that falls within 150 feet of the referenced property is along Ben Butterworth Parkway. The Park Board approved authorization at its January 22, 2015 meeting.

Fiscal Impact: N/A

Public Notice/Recording: N/A

5. Council Bill/Resolution 1049-2015

A Resolution amending Budget Resolution #1169-2014 by authorizing changes to various line items in the budget for FY 2015; and authorizing the Finance Director to do all things necessary to complete said changes.

Explanation: Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval. These amendments are proposed to reflect recent changes to the current budget to avoid any adverse affect to the City’s legal budgetary compliance.

Fiscal Impact: N/A

Public Notice/Recording: N/A

6. Council Bill/Resolution 1050-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with Davenport Electric Company for Project #1226, Traffic Signal Replacement at Avenue of the Cities and 34th Street, in the amount of \$239,817.19.

Explanation: Bids were solicited with Davenport Electric Company submitting the only lowest responsible and responsive bid at \$239,817.19. Additional documentation attached.

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	140,000.00	239,817.19	510-9965-438.07-06
Water			310-1716-434.04-25
WPC			320-1840-433.04-20
Storm			330-1971-433.08-35
	\$140,000.00	\$239,817.19	

7. Council Bill/Resolution 1051-2015

A Resolution authorizing the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project #1214, 2015 Utility Relocations along John Deere Road, in the amount of \$1,190,200.00.

Explanation: Bids were solicited with McCarthy Improvement Company submitting the lowest responsible and responsive bid. Additional documentation attached.

\$1,190,200.00	McCarthy Improvement Company
\$1,362,260.50	Miller Trucking & Excavating, Inc.
\$1,396,087.00	Langman Construction, Inc.
\$1,505,382.90	Brandt Construction Co.
\$1,661,597.00	Fischer Excavating, Inc.
Incomplete Bid	Valley Construction Company

Fiscal Impact: Funds are budgeted and available as identified below:

ACCOUNT	BUDGETED	AS-BID	
CIP		259,987.00	510-9957-438.04-25
Water	815,000.00	753,941.00	310-1716-434.08-45
WPC	105,000.00	176,272.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$920,000.00	\$1,190,200.00	

Public Notice/Recording: N/A

8. Council Bill/Resolution 1052-2015

A Resolution authorizing the Mayor and City Clerk to execute a Road Salt Purchase Agreement for 2015-2016 Season with the City of Davenport.

Explanation: The City agrees to purchase 500 tons of salt with the Quad City joint salt bid and place a reserve supplemental order of 4,500 tons with the City of Davenport as the agent for said purchase. Participation in this contract provides a lower cost per ton. The City will pay 50 percent of its order between July 1, 2015 and July 10, 2015. An invoice will be submitted for the balance following delivery of the product. Additional documentation attached.

Fiscal Impact: Sufficient funds are budgeted, Account No. 010-0844-431.06-30.

Public Notice/Recording: N/A

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

Omnibus Vote

Non - Consent Agenda

Second Reading Ordinances

9. 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.

CB 3014-2015		
Council Member	Aye	Nay
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Parker		
Triebel		
Mayor Raes		

Fiscal Impact: Estimated to be \$145,000 annually
Public Notice/Recording: Pamphlet Publication

First Reading Ordinances

10. Council Bill/General Ordinance 3015-2015

An Ordinance amending Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances, Section 22-2100, “DISORDERLY CONDUCT,” by enacting one new subsection (e) entitled “Minors involved in electronic dissemination of indecent visual depictions,” and by enacting one new subsection (f) entitled “Penalty.”

Explanation: City Staff seeks to amend Chapter 22, “OFFENSES - MISCELLANEOUS,” of the Moline Code of Ordinances to add provisions concerning minors involved in the electronic dissemination of indecent visual depictions. This offense has recently become an issue as a result of the prevalence of the possession of cell phones, tablets and other electronic communication devices by minors. Amending Section 22-2100 to add subsections (e) and (f) to address the electronic dissemination of indecent visual depictions and penalties for said violation will provide clarity as to how to handle said offenses in line with the State statutes, and will provide an alternative means of charging minors with possession of indecent visual depictions.

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

11. Council Bill/General Ordinance 3016-2015

An Ordinance amending Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Daniel Palmer, on behalf of Nordav Growth Partners, LLC; 1510 47th Avenue and three other vacant parcels, Lots 10, 11 and 12 of Southpark West).

Explanation: This ordinance will rezone a 4.9-acre tract at 1510 47th Avenue, Moline, and three other adjacent vacant parcels, Lots 10, 11 and 12 of Southpark West, owned by Nordav Growth Partners, LLC, from I-1 Light Industrial to B-4 Highway/Intensive Business District. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: Public notice was given on March 24, 2015

12. Council Bill/General Ordinance 3017-2015

An Ordinance enlarging corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described as 1210 38th Avenue.

Explanation: The City has received a petition of annexation filed by the owners of record of 1210 38th Avenue. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline. Proper notice has been given to South Moline Township and its Boards and Commissioners of the pending annexations. City staff has found this annexation to be in the best interests of the City. Additional documentation attached.

Fiscal Impact: N/A
Public Notice/Recording: Public notice given on April 12, 2015

13. Council Bill/General Ordinance 3018-2015

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 35th Avenue, on the north side, from 38th Street east 325 feet.

Explanation: Traffic Committee reviewed request and recommends approval.

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

14. Council Bill/General Ordinance 3019-2015

An Ordinance amending Chapter 20 “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 10 thereof, “PARKING PROHIBITED AT ANY TIME,” by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

Explanation: Traffic Committee reviewed request and recommends approval.

Fiscal Impact: N/A

Public Notice/Recording: N/A

15. Council Bill/Special Ordinance 4012-2015

A Special Ordinance authorizing the Mayor and City Clerk to execute a Performance Based Development Agreement between the City of Moline and S.J. Russell L.C. for the “The Point” redevelopment project and to execute any necessary agreements referenced therein; and authorizing appropriate City officers and staff to do all things necessary to complete each of the City’s responsibilities pursuant to said agreement.

Explanation: The City of Moline wishes to enter into a Performance Based Development Agreement with S.J. Russell L.C. for the redevelopment of property consisting of approximately 15.21 gross acres with approximately 9.00 usable acres (392,040 sf), located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which property shall be known as The Point. The City wishes to support the redevelopment by granting certain incentives to include TIF. The project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I, as well as landscaping and other improvements to redevelop the site. Additional phases may also follow with further development. Additional documentation attached.

Public Notice/Recording: N/A

Fiscal Impact: N/A

16. Council Bill/Special Ordinance 4013-2015

A Special Ordinance vacating a 30’ x 115’ piece of 2nd Avenue right-of-way to George Pokrajac, 201 48th Street, Moline.

Explanation: George Pokrajac of A&A Refrigeration, 201 48th Street, is requesting that the City of Moline vacate a portion of right-of-way (ROW) at 2nd Avenue. This 30’ x 115’ piece of 2nd Avenue ROW is only used by the applicant or his customers and employees. The applicant is the only adjacent property owner to the ROW so there are no objections from surrounding property owners. There are City utilities located under the ROW and the City will retain a utility easement over the property. The fair market value of this property was determined by City staff to be \$5,175, which the applicant will pay to the City upon approval of the ROW vacation. Additional documentation attached.

Public Notice/Recording: Planning Department will record

Fiscal Impact: \$5,175 to the City

17. Council Bill/Special Ordinance 4014-2015

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 QC Distance Classic scheduled for Sunday, May 9, 2015.

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

Public Notice/Recording: N/A

Fiscal Impact: 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)

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

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

Council Bill/Resolution No.: 1048-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to sign a liquor license consent form granting the City's consent for a Class A – Restaurant Liquor License to be issued at 2900 River Drive.

WHEREAS, pursuant to Section 4-3202 (a) of the Moline Code of Ordinances, a majority of the surrounding property owners within a radius of 150 feet of the front of the center of the building shall consent to the issuance of a liquor license; and

WHEREAS, the City owns property adjacent to the aforementioned premises.

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 sign a liquor license consent form granting the City's consent for a Class A – Restaurant Liquor License to be issued at 2900 River Drive; provided, however, that said consent form 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 28, 2015

Date

Passed: April 28, 2015

Approved: May 5, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

PROPERTY OWNERS CONSENT FORM
LIQUOR LICENSE
City of Moline



Parcel Number: 08-3807-4

Property Owner Name: CITY OF MOLINE

Property Address: 3301 RIVER DRIVE/ BEN BUTTERWORTH PARKWAY

Billing Address: 619 16TH STREET, MOLINE IL 61265

As a nearby property owner, I/we DO NOT object to a CLASS A – RESTAURANT liquor license being issued for the property located at:

2900 RIVER DRIVE

Moline, IL 61265

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date

By: _____
Signature

Printed Name

Printed Title

Phone Number

Email Address

Date

Sponsor: _____

A RESOLUTION

AMENDING Budget Resolution No. 1169-2014 by authorizing various changes to line items in the FY 2015 Budget; and

AUTHORIZING the Finance Director to do all things necessary to complete said changes.

WHEREAS, the Moline City Council approved the 2015 Budget on December 16, 2014; and

WHEREAS, budget amendments are compiled periodically throughout the fiscal year; and

WHEREAS, these amendments are proposed to reflect recent changes to the current budget to avoid any adverse affect to the City's legal budgetary compliance.

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

That the FY 2015 Budget is amended by changing the following line items:

Account Number	Current Budget	Budget Adjustment	Revised Budget
1) 010-0843-435.60-30 Operating Supplies	\$55,000	\$4,675	\$59,675
010-0000-392.20-00 Sale of Surplus Revenue	\$20,000	\$4,675	\$24,675

Explanation: The Traffic Operation Specialist has scrapped broken and non-functional traffic equipment and generated revenue by recycling the material. Engineering has requested that this be reprogrammed.

2) 320-1839-433.03-22 Professional/Technical	\$18,750	\$39,000	\$57,750
320-1839-433.04-25 Contractual Repairs	\$134,500	\$90,000	\$224,500
320-1839-433.06-31 Maintenance Supplies	\$26,500	\$16,100	\$42,600
320-1839-433.07-50 Other Capital Equipment	\$0	\$32,000	\$32,000
320-0000-300.00-00 Transfer from Reserves	\$0	\$177,100	\$177,100

Explanation: Projects for South Slope (Main Control Bldg Roof/Sludge Thickener Design/ Wash Press Reuse/Primary Sludge Pump) were not completed in 2014 due to other work demands. The projects will be completed in 2015.

Account Number	Current Budget	Budget Adjustment	Revised Budget
3) 448-0867-437.07-03 Motor Vehicle Equipment	\$1,735,110	\$1,292,125	\$3,027,235
448-0000-300.00-00 Transfer from Reserves	\$455,840	\$1,292,125	\$1,747,965

Explanation: For Vehicles budgeted to be purchased in 2014 that were not received until 2015 (8 class 6 units for snow plows/3 all electric vehicles/6 CNG vehicles).

4) 120-1525-452.08-50 Park Contracts	\$150,000	\$40,000	\$190,000
120-0000-300.00-00 Transfer from Reserves	\$0	\$40,000	\$40,000

Explanation: New parking lot in Riverside Park was budgeted in 2014 however the contractor was unable to complete installation due to the colder than expected weather.

5) 010-0715-463.03-22 Professional/Technical	\$194,680	\$155,045	\$349,725
010-0000-300.00-00 Transfer from Reserves	\$0	\$155,045	\$155,045

Explanation: Carryover unspent Edgewater Plan (\$150,000) and Façade Program (\$5,045) from 2014 budget to 2015 budget.

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

That the City Council hereby authorizes an amendment to Budget Resolution No. 1169-2014 by authorizing various changes to line items in the FY 2015 Budget as shown above and authorizes the Finance Director to do all things necessary to complete said changes.

CITY OF MOLINE, ILLINOIS

 Mayor
April 28, 2015
 Date

Passed: April 28, 2015

Approved: May 5, 2015

Attest: _____

City Clerk

Approved as to Form:

 City Attorney

MEMORANDUM

To: Lewis Steinbrecher, City Administrator

From: Kathleen Carr, Finance Director

Subj: 2015 Recommended Budget Amendments

Date: April 1, 2015

Budget amendments are compiled periodically throughout the fiscal year and presented to City Council for approval.

<u>Account Number</u>	<u>Current Budget</u>	<u>Budget Adjustment</u>	<u>Revised Budget</u>
1) 010-0843-435.60-30 Operating Supplies	\$55,000	\$4,675	\$59,675
010-0000-392.20-00 Sale of Surplus Revenue	\$20,000	\$4,675	\$24,675

Explanation: The Traffic Operation Specialist has scrapped broken and non functional traffic equipment and generated revenue by recycling the material. Engineering has requested that this be reprogrammed.

2) 320-1839-433.03-22 Professional/Technical	\$18,750	\$39,000	\$57,750
320-1839-433.04-25 Contractual Repairs	\$134,500	\$90,000	\$224,500
320-1839-433.06-31 Maintenance Supplies	\$26,500	\$16,100	\$42,600
320-1839-433.07-50 Other Capital Equipment	\$0	\$32,000	\$32,000
320-0000-300.00-00 Transfer from Reserves	\$0	\$177,100	\$177,100

Explanation: Projects for South Slope (Main Control Bldg Roof/Sludge Thickener Design/ Wash Press Reuse/Primary Sludge Pump) were not completed in 2014 due to other work demands. The projects will be completed in 2015.

Account Number	Current Budget	Budget Adjustment	Revised Budget
3) 448-0867-437.07-03	\$1,735,110	\$1,292,125	\$3,027,235
Motor Vehicle Equipment			
448-0000-300.00-00	\$455,840	\$1,292,125	\$1,747,965
Transfer from Reserves			

Explanation: For Vehicles budgeted to be purchased in 2014 that were not received until 2015 (8 class 6 units for snow plows/3 all electric vehicles/6 CNG vehicles)

4) 120-1525-452.08-50	\$150,000	\$40,000	\$190,000
Park Contracts			
120-0000-300.00-00	\$0	\$40,000	\$40,000
Transfer from Reserves			

Explanation: New parking lot in Riverside Park was budgeted in 2014 however the contractor was unable to complete installation due to the colder than expected weather.

5) 010-0715-463.03-22	\$194,680	\$155,045	\$349,725
Professional/Technical			
010-0000-300.00-00	\$0	\$155,045	\$155,045
Transfer from Reserves			

Explanation: Carryover unspent Edgewater Plan (\$150,000) and Façade Program (\$5,045) from 2014 budget to 2015 budget.

Council Bill/Resolution No. 1050-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with Davenport Electric Contract Company for Project #1226, Traffic Signal Replacement at Avenue of the Cities and 34th Street, in the amount of \$239,817.19.

WHEREAS, bids were publicly read on April 7, 2015; and

WHEREAS, bids were solicited with Davenport Electric Contract Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 contract with Davenport Electric Contract Company for Project #1226, Traffic Signal Replacement at Avenue of the Cities and 34th Street, in the amount of \$239,817.19; provided, however, that said contract 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 28, 2015

Date

Passed: April 28, 2015

Approved: May 5, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **DAVENPORT ELECTRIC CONTRACT COMPANY** of **529 PERSHING AVENUE, DAVENPORT, IA 52803**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED THIRTY NINE THOUSAND EIGHT HUNDRED SEVENTEEN AND 19/100 (\$239,817.19) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1226, TRAFFIC SIGNAL REPLACEMENT AT AVENUE OF THE CITIES AND 34TH STREET** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **TWO HUNDRED THIRTY NINE**

THOUSAND EIGHT HUNDRED SEVENTEEN AND 19/100 (\$239,817.19) DOLLARS

conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time:

April 7, 2015

11:00 a.m.

Project: 1226 - Traffic Signals, AOTC & 34th Street

**Davenport Electric Contract
Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SEEDING SPECIAL COMPLETE	1	L.SUM	\$556.00	\$556.00		\$0.00		\$0.00
2	CLASS B PATCHES, TYPE IV	75	SY	\$135.00	\$10,125.00		\$0.00		\$0.00
3	P.C.C. DRIVEWAY PAVEMENT	24	SY	\$112.00	\$2,688.00		\$0.00		\$0.00
4	P.C.C. SIDEWALK, 4"	1105	SF	\$6.12	\$6,762.60		\$0.00		\$0.00
5	P.C.C. SIDEWALK, TEXTURED, COLORED, 4"	610	SF	\$20.05	\$12,230.50		\$0.00		\$0.00
6	PCC SIDEWALK RAMP, 6"	975	SF	\$25.60	\$24,960.00		\$0.00		\$0.00
7	DETECTABLE WARNINGS	108	SF	\$66.70	\$7,203.60		\$0.00		\$0.00
8	COMBINATION CURB AND GUTTER REMOVAL & REPLACEMENT	295	LF	\$72.32	\$21,334.40		\$0.00		\$0.00
9	DRIVEWAY PAVEMENT REMOVAL	43	SY	\$13.00	\$559.00		\$0.00		\$0.00
10	SIDEWALK REMOVAL	2075	SF	\$2.23	\$4,627.25		\$0.00		\$0.00
11	STORM SEWER, 12"	12	LF	\$47.00	\$564.00		\$0.00		\$0.00
12	INLET SINGLE TO BE ADJUSTED WITYH NEW FRAME AND LID	3	EA	\$1,000.00	\$3,000.00		\$0.00		\$0.00
13	STORM WATER ALLEY CATCH BASIN	1	EA	\$2,223.00	\$2,223.00		\$0.00		\$0.00
14	REMOVING CATCH BASINS	1	EA	\$556.00	\$556.00		\$0.00		\$0.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$19,682.00	\$19,682.00		\$0.00		\$0.00
16	PAINT PAVEMENT MARKING - LINE, 6"	453	LF	\$1.85	\$838.05		\$0.00		\$0.00
17	PAINT PAVEMENT MARKING - LINE, 12"	329	LF	\$2.54	\$835.66		\$0.00		\$0.00
18	PAINT PAVEMENT MARKING - LINE, 24"	123	LF	\$4.52	\$555.96		\$0.00		\$0.00
19	PAVEMENT MARKING REMOVAL	809	SF	\$2.80	\$2,265.20		\$0.00		\$0.00
20	SERVICE INSTALLATION, TYPE A, MODIFIED	1	EA	\$2,106.00	\$2,106.00		\$0.00		\$0.00
21	UNDERGROUND CONDUIT, PVC, 1-1/2" DIA	62	LF	\$9.10	\$564.20		\$0.00		\$0.00
22	UNDERGROUND CONDUIT, PVC, 2" DIA	95	LF	\$12.00	\$1,140.00		\$0.00		\$0.00
23	UNDERGROUND CONDUIT, PVC, 2-1/2" DIA	55	LF	\$13.12	\$721.60		\$0.00		\$0.00
24	UNDERGROUND CONDUIT, PVC, 5" DIA	5	LF	\$47.00	\$235.00		\$0.00		\$0.00
25	UNDERGROUND CONDUIT, PVC, COILABLE NON-METALLIC, 3" DIAMETER SCHEDULE 80	240	LF	\$19.60	\$4,704.00		\$0.00		\$0.00
26	HANDHOLE, COMPOSITE CONCRETE	5	EA	\$844.00	\$4,220.00		\$0.00		\$0.00
27	DOUBLE HANDHOLE, COMPOSITE CONCRETE	1	EA	\$1,071.00	\$1,071.00		\$0.00		\$0.00
28	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO.10	1422	LF	\$0.71	\$1,009.62		\$0.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

29	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 2C	1105	LF	\$1.03	\$1,138.15		\$0.00	\$0.00
30	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 5C	3320	LF	\$1.44	\$4,780.80		\$0.00	\$0.00
31	ELECTRIC CABLE IN CONDUIT, GROUNDINGS, NO. 6 1C	560	LF	\$1.66	\$929.60		\$0.00	\$0.00
32	LUMINAIRE, LED, HORIZONTAL MOUNT, PHOTO-CELL CONTROL, 180 WATT	4	EA	\$1,513.00	\$6,052.00		\$0.00	\$0.00
33	FULL-ACTUATED CONTROLLER AND CABINET, TYPE IV, SPECIAL	1	EA	\$10,974.00	\$10,974.00		\$0.00	\$0.00
34	FIBER OPTIC CABLE RE-ROUTING COMPLETE	1	L.SUM	\$4,561.00	\$4,561.00		\$0.00	\$0.00
35	TRAFFIC SIGNAL POST, ALUMINUM, 12 FT	1	EA	\$730.00	\$730.00		\$0.00	\$0.00
36	TRAFFIC SIGNAL POST, ALUMINUM, 6 FT	5	EA	\$508.00	\$2,540.00		\$0.00	\$0.00
37	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 24 FT	1	EA	\$1,593.00	\$1,593.00		\$0.00	\$0.00
38	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 32 FT	1	EA	\$1,657.00	\$1,657.00		\$0.00	\$0.00
39	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 34 FT	1	EA	\$1,688.00	\$1,688.00		\$0.00	\$0.00
40	STEEL COMBINATION MAST ARM ASSEMBLY AND POLE 48 FT	1	EA	\$1,914.00	\$1,914.00		\$0.00	\$0.00
41	CONCRETE FOUNDATION, TYPE A	18	FT	\$186.00	\$3,348.00		\$0.00	\$0.00
42	CONCRETE FOUNDATION, TYPE D	3	FT	\$611.00	\$1,833.00		\$0.00	\$0.00
43	CONCRETE FOUNDATION, TYPE E	45	FT	\$189.00	\$8,505.00		\$0.00	\$0.00
44	SIGNAL HEAD, LED, 1-FACE, 3 SECTION, POLYCARBONATE, MAST ARM MOUNTED	10	EA	\$766.00	\$7,660.00		\$0.00	\$0.00
45	SIGNAL HEAD, LED, 1-FACE, 3 SECTION, POLYCARBONATE, BRACKET MOUNTED	6	EA	\$763.00	\$4,578.00		\$0.00	\$0.00
46	PEDESTRIAN SIGNAL HEAD, LED, COUNTDOWN, POLYCARBONATE, 1-FACE, BRACKET MOUNTED	8	EA	\$790.00	\$6,320.00		\$0.00	\$0.00
47	TRAFFIC SIGNALS BACKPLATE, LOUVERED, PLASTIC	16	EA	\$113.00	\$1,808.00		\$0.00	\$0.00
48	PEDESTRIAN PUSH BUTTON	8	EA	\$261.00	\$2,088.00		\$0.00	\$0.00
49	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	L.SUM	\$9,677.00	\$9,677.00		\$0.00	\$0.00
50	REMOVAL OF LIGHTING UNIT, NO SALVAGE	2	EA	\$806.00	\$1,612.00		\$0.00	\$0.00
51	MAGNETOMETER VEHICLE DETECTION SYSTEM	1	L.SUM	\$16,493.00	\$16,493.00		\$0.00	\$0.00
	TOTALS				\$239,817.19		\$0.00	\$0.00

Council Bill/Resolution No. 1051-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a contract with McCarthy Improvement Company for Project #1214, 2015 Utility Relocations along John Deere Road, in the amount of \$1,190,200.00.

WHEREAS, bids were publicly read on April 7, 2015; and

WHEREAS, bids were solicited with McCarthy Improvement Company submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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 contract with McCarthy Improvement Company for Project #1214, 2015 Utility Relocations along John Deere Road, in the amount of \$1,190,200.00; provided, however, that said contract 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 28, 2015
Date

Passed: April 28, 2015

Approved: May 5, 2015

Attest: _____
City Clerk

Approved as to Form:

City Attorney

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this _____ day of _____, A.D., 2015, between **MCCARTHY IMPROVEMENT COMPANY** of **5401 VICTORIA AVENUE, SUITE 700, DAVENPORT, IA 52807**, hereinafter referred to as the “CONTRACTOR,” and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE MILLION ONE HUNDRED NINETY THOUSAND TWO HUNDRED AND 00/100 (\$1,190,200.00) DOLLARS**, hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1214, 2015 UTILITY RELOCATIONS ALONG JOHN DEERE ROAD** as set out in the plans and specifications.

Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the plans and specifications, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the “City Council”), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the specifications; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their

respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said specifications.

This Contract calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates for projects for the City of Moline required by Moline Special Ordinance 4023-2014 are updated monthly by the Illinois Department of Labor and may be found at:

http://www.illinois.gov/idol/Laws-Rules/CONMED/Rates/14-07Jul/ROCK_ISL.htm.

All contractors, subcontractors, and truckers rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors, subcontractors, and truckers shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be sent to the City Engineer.

For further information, please refer to the Illinois Department of Labor’s website at:
<http://www.state.il.us/agency/idol>.

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE MILLION ONE HUNDRED**

NINETY THOUSAND TWO HUNDRED AND 00/100 (\$1,190,200.00) DOLLARS conditioned upon the faithful performance and execution of the work covered by this contract according to the complete and detailed specifications and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

CITY:

CITY OF MOLINE, ILLINOIS

By: _____

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

City Attorney

Date: _____

Date: _____

Performance Bond Attached

Certificate of Insurance Attached

CITY OF MOLINE, IL BID TABULATION

Bid Date and Time: April 7, 2015 11:00 a.m.

Project: 1214 - 2015 Utility Relocations Along John Deere Road

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	McCarthy Improvement Company		Miller Trucking & Excavating, Inc.		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	242	UNIT	\$28.00	\$6,776.00	\$35.00	\$8,470.00	\$50.00	\$12,100.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	136	UNIT	\$38.00	\$5,168.00	\$55.00	\$7,480.00	\$50.00	\$6,800.00
3	SEEDING SPECIAL COMPLETE	1	L. SUM	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$1,000.00	\$1,000.00
4	FURNISHED EXCAVATION	31	CU YD	\$50.00	\$1,550.00	\$30.00	\$930.00	\$25.00	\$775.00
5	STONE DUMPED RIPRAP, SPECIAL	12	TON	\$63.00	\$756.00	\$50.00	\$600.00	\$58.00	\$696.00
6	AGGREGATE SURFACE COURSE, TB 6"	49	SQ YD	\$9.00	\$441.00	\$10.00	\$490.00	\$15.00	\$735.00
7	PCC SIDEWALK 4"	585	SQ FT	\$9.00	\$5,265.00	\$5.50	\$3,217.50	\$12.00	\$7,020.00
8	PCC SIDEWALK RAMP 6"	180	SQ FT	\$9.25	\$1,665.00	\$22.00	\$3,960.00	\$19.00	\$3,420.00
9	DETECTABLE WARNINGS	42	SQ FT	\$40.00	\$1,680.00	\$38.00	\$1,596.00	\$30.00	\$1,260.00
10	CONCRETE MEDIAN SURFACE 4"	275	SQ FT	\$9.00	\$2,475.00	\$11.00	\$3,025.00	\$13.00	\$3,575.00
11	DRIVEWAY PAVEMENT SPECIAL	964	SQ YD	\$65.00	\$62,660.00	\$62.00	\$59,768.00	\$73.00	\$70,372.00
12	SIDEWALK REMOVAL	716	SQ FT	\$1.00	\$716.00	\$1.50	\$1,074.00	\$2.00	\$1,432.00
13	DRIVEWAY PAVEMENT REMOVAL	964	SQ YD	\$15.00	\$14,460.00	\$8.00	\$7,712.00	\$10.00	\$9,640.00
14	PAVEMENT PATCHING SPECIAL	925	SQ YD	\$95.00	\$87,875.00	\$75.00	\$69,375.00	\$83.00	\$76,775.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$61,000.00	\$61,000.00	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00
16	WATERMAIN DIP P CL 350, 4"	9	LF	\$70.00	\$630.00	\$375.00	\$3,375.00	\$121.00	\$1,089.00
17	WATERMAIN DIP P CL 350, 8"	337	LF	\$50.00	\$16,850.00	\$200.00	\$67,400.00	\$123.00	\$41,451.00
18	WATERMAIN DIP P CL 350, 10"	1085	LF	\$52.00	\$56,420.00	\$100.00	\$108,500.00	\$128.00	\$138,880.00
19	WATERMAIN DIP P CL 350, 12"	990	LF	\$60.00	\$59,400.00	\$115.00	\$113,850.00	\$135.00	\$133,650.00
20	WATERMAIN DIP P CL 350, 16"	1728	LF	\$90.00	\$155,520.00	\$130.00	\$224,640.00	\$154.00	\$266,112.00
21	WATERMAIN DIP P CL 350, 16" (IN CASING)	158	LF	\$55.00	\$8,690.00	\$150.00	\$23,700.00	\$125.00	\$19,750.00
22	STEEL CASING PIPE, 30" DRILLED OR PUSHED	158	LF	\$425.00	\$67,150.00	\$375.00	\$59,250.00	\$325.00	\$51,350.00
23	FIRE HYDRANT ASSEMBLY COMPLETE	9	EACH	\$4,800.00	\$43,200.00	\$4,500.00	\$40,500.00	\$4,500.00	\$40,500.00
24	FIRE HYDRANT TO BE REMOVED	8	EACH	\$275.00	\$2,200.00	\$500.00	\$4,000.00	\$750.00	\$6,000.00
25	FIRE HYDRANT TO BE RELOCATED	1	EACH	\$1,100.00	\$1,100.00	\$1,250.00	\$1,250.00	\$1,500.00	\$1,500.00
26	TEMPORARY FIRE HYDRANT FOR TESTING	5	EACH	\$1,650.00	\$8,250.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00
27	REMOVE EXISTING VALVE AND VAULT	5	EACH	\$600.00	\$3,000.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
28	VALVE BOX TO BE REMOVED	10	EACH	\$50.00	\$500.00	\$260.00	\$2,600.00	\$50.00	\$500.00
29	VALVE AND BOX 4"	1	EACH	\$1,050.00	\$1,050.00	\$850.00	\$850.00	\$650.00	\$650.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

30	DIMJ CAP, 4" TEMPORARY	1	EACH	\$200.00	\$200.00	\$75.00	\$75.00	\$50.00	\$50.00
31	VALVE AND BOX 8"	5	EACH	\$1,900.00	\$9,500.00	\$1,400.00	\$7,000.00	\$1,100.00	\$5,500.00
32	BUTTERFLY VALVE 10" IN 5' DIA VAULT	2	EACH	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
33	BUTTERFLY VALVE 12" IN 5' DIA VAULT	2	EACH	\$6,500.00	\$13,000.00	\$4,700.00	\$9,400.00	\$6,000.00	\$12,000.00
34	BUTTERFLY VALVE 16" IN 5' DIA VAULT	8	EACH	\$7,000.00	\$56,000.00	\$6,000.00	\$48,000.00	\$7,000.00	\$56,000.00
35	VAULT INSTALLATION OVER EXISTING VALVE	1	EACH	\$4,300.00	\$4,300.00	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00
36	DIMJ PLUG, 6"	5	EACH	\$200.00	\$1,000.00	\$80.00	\$400.00	\$70.00	\$350.00
37	90° BEND, 8"	2	EACH	\$400.00	\$800.00	\$295.00	\$590.00	\$300.00	\$600.00
38	45° BEND, 8"	12	EACH	\$375.00	\$4,500.00	\$260.00	\$3,120.00	\$250.00	\$3,000.00
39	22.5° BEND, 8"	1	EACH	\$375.00	\$375.00	\$250.00	\$250.00	\$250.00	\$250.00
40	8"X6" TEE	1	EACH	\$500.00	\$500.00	\$380.00	\$380.00	\$350.00	\$350.00
41	SOLID SLEEVE, 8"	3	EACH	\$500.00	\$1,500.00	\$250.00	\$750.00	\$180.00	\$540.00
42	DIMJ CAP, 8" TEMPORARY	2	EACH	\$300.00	\$600.00	\$135.00	\$270.00	\$70.00	\$140.00
43	8"X4" TEE	1	EACH	\$800.00	\$800.00	\$340.00	\$340.00	\$350.00	\$350.00
44	45° BEND, 10"	3	EACH	\$500.00	\$1,500.00	\$370.00	\$1,110.00	\$300.00	\$900.00
45	11.25° BEND, 10"	5	EACH	\$500.00	\$2,500.00	\$370.00	\$1,850.00	\$300.00	\$1,500.00
46	22.5° BEND, 10"	1	EACH	\$500.00	\$500.00	\$370.00	\$370.00	\$300.00	\$300.00
47	10"X6" TEE	3	EACH	\$700.00	\$2,100.00	\$550.00	\$1,650.00	\$500.00	\$1,500.00
48	12"X10" REDUCER	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00	\$400.00	\$400.00
49	90° BEND, 12"	1	EACH	\$750.00	\$750.00	\$625.00	\$625.00	\$600.00	\$600.00
50	45° BEND, 12"	13	EACH	\$650.00	\$8,450.00	\$540.00	\$7,020.00	\$550.00	\$7,150.00
51	22.5° BEND, 12"	2	EACH	\$600.00	\$1,200.00	\$480.00	\$960.00	\$500.00	\$1,000.00
52	11.25° BEND, 12"	2	EACH	\$600.00	\$1,200.00	\$480.00	\$960.00	\$450.00	\$900.00
53	12"X8" REDUCER	1	EACH	\$500.00	\$500.00	\$370.00	\$370.00	\$350.00	\$350.00
54	SOLID SLEEVE, 12"	6	EACH	\$700.00	\$4,200.00	\$450.00	\$2,700.00	\$450.00	\$2,700.00
55	DIMJ CAP, 12"	1	EACH	\$400.00	\$400.00	\$240.00	\$240.00	\$200.00	\$200.00
56	DIMJ CAP, 12" TEMPORARY	1	EACH	\$200.00	\$200.00	\$240.00	\$240.00	\$100.00	\$100.00
57	12"X6" TEE	3	EACH	\$800.00	\$2,400.00	\$630.00	\$1,890.00	\$700.00	\$2,100.00
58	12"X8" TEE	2	EACH	\$900.00	\$1,800.00	\$640.00	\$1,280.00	\$700.00	\$1,400.00
59	12"X12" TEE	1	EACH	\$1,000.00	\$1,000.00	\$840.00	\$840.00	\$800.00	\$800.00
60	45° BEND, 16"	29	EACH	\$1,250.00	\$36,250.00	\$1,050.00	\$30,450.00	\$1,100.00	\$31,900.00
61	22.5° BEND, 16"	1	EACH	\$1,250.00	\$1,250.00	\$1,050.00	\$1,050.00	\$1,100.00	\$1,100.00
62	11.25° BEND, 16"	2	EACH	\$1,250.00	\$2,500.00	\$1,050.00	\$2,100.00	\$1,100.00	\$2,200.00
63	SOLID SLEEVE, 16"	2	EACH	\$1,300.00	\$2,600.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

64	16"X16" TEE	1	EACH	\$2,200.00	\$2,200.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
65	16"X8" TEE	1	EACH	\$1,600.00	\$1,600.00	\$1,350.00	\$1,350.00	\$1,400.00	\$1,400.00
66	16"X6" TEE	7	EACH	\$1,600.00	\$11,200.00	\$1,275.00	\$8,925.00	\$1,200.00	\$8,400.00
67	16"X2" TEE	5	EACH	\$1,600.00	\$8,000.00	\$1,325.00	\$6,625.00	\$1,000.00	\$5,000.00
68	16"X16" CROSS	3	EACH	\$3,000.00	\$9,000.00	\$2,600.00	\$7,800.00	\$2,500.00	\$7,500.00
69	16"X8" REDUCER	1	EACH	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$800.00	\$800.00
70	16"10" REDUCER	1	EACH	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$550.00	\$550.00
71	16"X12" REDUCER	1	EACH	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$550.00	\$550.00
72	DIMJ PLUG, 16"	2	EACH	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$450.00	\$900.00
73	DIMJ CAP, 16" TEMPORARY	1	EACH	\$400.00	\$400.00	\$500.00	\$500.00	\$200.00	\$200.00
74	STANDARD TEST CONNECTION, 1"	13	EACH	\$275.00	\$3,575.00	\$400.00	\$5,200.00	\$100.00	\$1,300.00
75	WATER MAIN ENCASEMENT	223	LF	\$150.00	\$33,450.00	\$175.00	\$39,025.00	\$50.00	\$11,150.00
76	WATER SERVICE CONNECTION (CORPORATION), 1"	16	EACH	\$250.00	\$4,000.00	\$450.00	\$7,200.00	\$300.00	\$4,800.00
77	CURB STOP AND BOX, 1"	16	EACH	\$500.00	\$8,000.00	\$650.00	\$10,400.00	\$200.00	\$3,200.00
78	COPPER WATER SERVICE PIPE, 1" (BORED)	165	LF	\$15.00	\$2,475.00	\$35.00	\$5,775.00	\$45.00	\$7,425.00
79	COPPER WATER SERVICE PIPE, 1"	173	LF	\$33.00	\$5,709.00	\$35.00	\$6,055.00	\$45.00	\$7,785.00
80	WATER SERVICE CONNECTION (CORPORATION), 1 1/4"	2	EACH	\$450.00	\$900.00	\$850.00	\$1,700.00	\$400.00	\$800.00
81	CURB STOP AND BOX, 1 1/4"	1	EACH	\$550.00	\$550.00	\$750.00	\$750.00	\$250.00	\$250.00
82	COPPER WATER SERVICE PIPE, 1 1/4"	34	LF	\$26.00	\$884.00	\$40.00	\$1,360.00	\$55.00	\$1,870.00
83	CURB STOP AND BOX, 2"	5	EACH	\$800.00	\$4,000.00	\$1,000.00	\$5,000.00	\$450.00	\$2,250.00
84	COPPER WATER SERVICE PIPE, 2" (BORED)	105	LF	\$23.00	\$2,415.00	\$45.00	\$4,725.00	\$65.00	\$6,825.00
85	COPPER WATER SERVICE PIPE, 2"	33	LF	\$38.00	\$1,254.00	\$45.00	\$1,485.00	\$65.00	\$2,145.00
86	RECONNECT SAMPLE STATION	1	EACH	\$750.00	\$750.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
87	TRENCH BACKFILL (WATER)	1108	CU YD	\$43.00	\$47,644.00	\$15.00	\$16,620.00	\$45.00	\$49,860.00
88	SAN. SEWER, 8" DIP P CL 350	157	LF	\$82.00	\$12,874.00	\$130.00	\$20,410.00	\$110.00	\$17,270.00
89	SAN. SEWER, 12" DIP P CL 350	263	LF	\$83.00	\$21,829.00	\$142.00	\$37,346.00	\$120.00	\$31,560.00
90	SAN. SEWER, 15" DIP P CL 350	154	LF	\$103.00	\$15,862.00	\$148.00	\$22,792.00	\$100.00	\$15,400.00
91	SAN. SEWER, 18" DIP P CL 350	30	LF	\$160.00	\$4,800.00	\$178.00	\$5,340.00	\$150.00	\$4,500.00
92	RCCP ENCASEMENT PIPE, 24"	20	LF	\$103.00	\$2,060.00	\$300.00	\$6,000.00	\$100.00	\$2,000.00
93	REMOVE MANHOLE SANITARY	8	EACH	\$600.00	\$4,800.00	\$500.00	\$4,000.00	\$400.00	\$3,200.00
94	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL	9	EACH	\$4,300.00	\$38,700.00	\$3,250.00	\$29,250.00	\$4,000.00	\$36,000.00
95	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL (BOLT DOWN)	7	EACH	\$4,400.00	\$30,800.00	\$3,500.00	\$24,500.00	\$4,100.00	\$28,700.00
96	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL	1	EACH	\$6,500.00	\$6,500.00	\$4,300.00	\$4,300.00	\$5,000.00	\$5,000.00
97	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL (BOLT DOWN)	1	EACH	\$5,700.00	\$5,700.00	\$4,500.00	\$4,500.00	\$5,100.00	\$5,100.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

98	MANHOLE TO BE ADJUSTED W/NEW FRAME & LID	1	EACH	\$300.00	\$300.00	\$250.00	\$250.00	\$950.00	\$950.00
99	SOLID SLEEVE, 8" (SANITARY)	1	EACH	\$500.00	\$500.00	\$200.00	\$200.00	\$200.00	\$200.00
100	TRENCH BACKFILL (SANITARY)	139	CU YD	\$43.00	\$5,977.00	\$15.00	\$2,085.00	\$45.00	\$6,255.00
101	ABANDON AND FILL PIPE	177	CU YD	\$135.00	\$23,895.00	\$100.00	\$17,700.00	\$90.00	\$15,930.00
102	PIPE CULVERT, 15", WATER MAIN QUALITY	25	LF	\$67.00	\$1,675.00	\$70.00	\$1,750.00	\$80.00	\$2,000.00
	TOTALS				\$1,190,200.00		\$1,362,260.50		\$1,396,087.00

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Brandt Construction Co.		Fischer Excavating, Inc.		Valley Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	242	UNIT	\$28.00	\$6,776.00	\$23.00	\$5,566.00		\$0.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	136	UNIT	\$39.00	\$5,304.00	\$22.00	\$2,992.00		\$0.00
3	SEEDING SPECIAL COMPLETE	1	L. SUM	\$9,000.00	\$9,000.00	\$20,000.00	\$20,000.00		\$0.00
4	FURNISHED EXCAVATION	31	CU YD	\$35.00	\$1,085.00	\$30.00	\$930.00		\$0.00
5	STONE DUMPED RIPRAP, SPECIAL	12	TON	\$115.00	\$1,380.00	\$51.00	\$612.00		\$0.00
6	AGGREGATE SURFACE COURSE, TB 6"	49	SQ YD	\$27.00	\$1,323.00	\$9.00	\$441.00		\$0.00
7	PCC SIDEWALK 4"	585	SQ FT	\$8.50	\$4,972.50	\$13.00	\$7,605.00		\$0.00
8	PCC SIDEWALK RAMP 6"	180	SQ FT	\$20.00	\$3,600.00	\$28.00	\$5,040.00		\$0.00
9	DETECTABLE WARNINGS	42	SQ FT	\$47.00	\$1,974.00	\$70.00	\$2,940.00		\$0.00
10	CONCRETE MEDIAN SURFACE 4"	275	SQ FT	\$8.50	\$2,337.50	\$14.00	\$3,850.00		\$0.00
11	DRIVEWAY PAVEMENT SPECIAL	964	SQ YD	\$62.00	\$59,768.00	\$85.00	\$81,940.00		\$0.00
12	SIDEWALK REMOVAL	716	SQ FT	\$1.65	\$1,181.40	\$2.00	\$1,432.00		\$0.00
13	DRIVEWAY PAVEMENT REMOVAL	964	SQ YD	\$18.00	\$17,352.00	\$11.00	\$10,604.00		\$0.00
14	PAVEMENT PATCHING SPECIAL	925	SQ YD	\$93.00	\$86,025.00	\$123.00	\$113,775.00		\$0.00
15	TRAFFIC CONTROL COMPLETE	1	L.SUM	\$75,000.00	\$75,000.00	\$7,500.00	\$7,500.00		\$0.00
16	WATERMAIN DIP P CL 350, 4"	9	LF	\$125.00	\$1,125.00	\$350.00	\$3,150.00		\$0.00
17	WATERMAIN DIP P CL 350, 8"	337	LF	\$110.00	\$37,070.00	\$150.00	\$50,550.00		\$0.00
18	WATERMAIN DIP P CL 350, 10"	1085	LF	\$115.00	\$124,775.00	\$95.00	\$103,075.00		\$0.00
19	WATERMAIN DIP P CL 350, 12"	990	LF	\$116.00	\$114,840.00	\$140.00	\$138,600.00		\$0.00
20	WATERMAIN DIP P CL 350, 16"	1728	LF	\$138.00	\$238,464.00	\$165.00	\$285,120.00		\$0.00
21	WATERMAIN DIP P CL 350, 16" (IN CASING)	158	LF	\$116.00	\$18,328.00	\$180.00	\$28,440.00		\$0.00
22	STEEL CASING PIPE, 30" DRILLED OR PUSHED	158	LF	\$435.00	\$68,730.00	\$570.00	\$90,060.00		\$0.00
23	FIRE HYDRANT ASSEMBLY COMPLETE	9	EACH	\$6,100.00	\$54,900.00	\$5,200.00	\$46,800.00		\$0.00
24	FIRE HYDRANT TO BE REMOVED	8	EACH	\$600.00	\$4,800.00	\$400.00	\$3,200.00		\$0.00
25	FIRE HYDRANT TO BE RELOCATED	1	EACH	\$2,500.00	\$2,500.00	\$1,285.00	\$1,285.00		\$0.00
26	TEMPORARY FIRE HYDRANT FOR TESTING	5	EACH	\$1,300.00	\$6,500.00	\$950.00	\$4,750.00		\$0.00
27	REMOVE EXISTING VALVE AND VAULT	5	EACH	\$925.00	\$4,625.00	\$800.00	\$4,000.00		\$0.00
28	VALVE BOX TO BE REMOVED	10	EACH	\$1,200.00	\$12,000.00	\$300.00	\$3,000.00		\$0.00
29	VALVE AND BOX 4"	1	EACH	\$1,400.00	\$1,400.00	\$1,300.00	\$1,300.00		\$0.00
30	DIMJ CAP, 4" TEMPORARY	1	EACH	\$325.00	\$325.00	\$200.00	\$200.00		\$0.00
31	VALVE AND BOX 8"	5	EACH	\$2,000.00	\$10,000.00	\$2,050.00	\$10,250.00		\$0.00

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32	BUTTERFLY VALVE 10" IN 5' DIA VAULT	2	EACH	\$5,800.00	\$11,600.00	\$5,200.00	\$10,400.00		\$0.00
33	BUTTERFLY VALVE 12" IN 5' DIA VAULT	2	EACH	\$5,950.00	\$11,900.00	\$5,900.00	\$11,800.00		\$0.00
34	BUTTERFLY VALVE 16" IN 5' DIA VAULT	8	EACH	\$6,700.00	\$53,600.00	\$8,300.00	\$66,400.00		\$0.00
35	VAULT INSTALLATION OVER EXISTING VALVE	1	EACH	\$3,650.00	\$3,650.00	\$4,700.00	\$4,700.00		\$0.00
36	DIMJ PLUG, 6"	5	EACH	\$360.00	\$1,800.00	\$170.00	\$850.00		\$0.00
37	90° BEND, 8"	2	EACH	\$585.00	\$1,170.00	\$440.00	\$880.00		\$0.00
38	45° BEND, 8"	12	EACH	\$545.00	\$6,540.00	\$400.00	\$4,800.00		\$0.00
39	22.5° BEND, 8"	1	EACH	\$545.00	\$545.00	\$400.00	\$400.00		\$0.00
40	8"X6" TEE	1	EACH	\$700.00	\$700.00	\$560.00	\$560.00		\$0.00
41	SOLID SLEEVE, 8"	3	EACH	\$510.00	\$1,530.00	\$780.00	\$2,340.00		\$0.00
42	DIMJ CAP, 8" TEMPORARY	2	EACH	\$425.00	\$850.00	\$265.00	\$530.00		\$0.00
43	8"X4" TEE	1	EACH	\$565.00	\$565.00	\$470.00	\$470.00		\$0.00
44	45° BEND, 10"	3	EACH	\$650.00	\$1,950.00	\$500.00	\$1,500.00		\$0.00
45	11.25° BEND, 10"	5	EACH	\$650.00	\$3,250.00	\$550.00	\$2,750.00		\$0.00
46	22.5° BEND, 10"	1	EACH	\$650.00	\$650.00	\$550.00	\$550.00		\$0.00
47	10"X6" TEE	3	EACH	\$850.00	\$2,550.00	\$800.00	\$2,400.00		\$0.00
48	12"X10" REDUCER	1	EACH	\$700.00	\$700.00	\$550.00	\$550.00		\$0.00
49	90° BEND, 12"	1	EACH	\$925.00	\$925.00	\$950.00	\$950.00		\$0.00
50	45° BEND, 12"	13	EACH	\$825.00	\$10,725.00	\$800.00	\$10,400.00		\$0.00
51	22.5° BEND, 12"	2	EACH	\$825.00	\$1,650.00	\$800.00	\$1,600.00		\$0.00
52	11.25° BEND, 12"	2	EACH	\$825.00	\$1,650.00	\$800.00	\$1,600.00		\$0.00
53	12"X8" REDUCER	1	EACH	\$625.00	\$625.00	\$600.00	\$600.00		\$0.00
54	SOLID SLEEVE, 12"	6	EACH	\$725.00	\$4,350.00	\$1,300.00	\$7,800.00		\$0.00
55	DIMJ CAP, 12"	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00		\$0.00
56	DIMJ CAP, 12" TEMPORARY	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00		\$0.00
57	12"X6" TEE	3	EACH	\$925.00	\$2,775.00	\$700.00	\$2,100.00		\$0.00
58	12"X8" TEE	2	EACH	\$965.00	\$1,930.00	\$700.00	\$1,400.00		\$0.00
59	12"X12" TEE	1	EACH	\$1,265.00	\$1,265.00	\$1,400.00	\$1,400.00		\$0.00
60	45° BEND, 16"	29	EACH	\$1,350.00	\$39,150.00	\$1,600.00	\$46,400.00		\$0.00
61	22.5° BEND, 16"	1	EACH	\$1,350.00	\$1,350.00	\$1,700.00	\$1,700.00		\$0.00
62	11.25° BEND, 16"	2	EACH	\$1,350.00	\$2,700.00	\$1,700.00	\$3,400.00		\$0.00
63	SOLID SLEEVE, 16"	2	EACH	\$1,275.00	\$2,550.00	\$2,000.00	\$4,000.00		\$0.00
64	16"X16" TEE	1	EACH	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00		\$0.00
65	16"X8" TEE	1	EACH	\$1,675.00	\$1,675.00	\$1,600.00	\$1,600.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

66	16"X6" TEE	7	EACH	\$1,675.00	\$11,725.00	\$1,400.00	\$9,800.00		\$0.00
67	16"X2" TEE	5	EACH	\$1,875.00	\$9,375.00	\$1,500.00	\$7,500.00		\$0.00
68	16"X16" CROSS	3	EACH	\$3,925.00	\$11,775.00	\$4,300.00	\$12,900.00		\$0.00
69	16"X8" REDUCER	1	EACH	\$1,350.00	\$1,350.00	\$1,100.00	\$1,100.00		\$0.00
70	16"10" REDUCER	1	EACH	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00		\$0.00
71	16"X12" REDUCER	1	EACH	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00		\$0.00
72	DIMJ PLUG, 16"	2	EACH	\$800.00	\$1,600.00	\$900.00	\$1,800.00		\$0.00
73	DIMJ CAP, 16" TEMPORARY	1	EACH	\$800.00	\$800.00	\$1,050.00	\$1,050.00		\$0.00
74	STANDARD TEST CONNECTION, 1"	13	EACH	\$655.00	\$8,515.00	\$800.00	\$10,400.00		\$0.00
75	WATER MAIN ENCASEMENT	223	LF	\$118.00	\$26,314.00	\$130.00	\$28,990.00		\$0.00
76	WATER SERVICE CONNECTION (CORPORATION), 1"	16	EACH	\$300.00	\$4,800.00	\$900.00	\$14,400.00		\$0.00
77	CURB STOP AND BOX, 1"	16	EACH	\$600.00	\$9,600.00	\$850.00	\$13,600.00		\$0.00
78	COPPER WATER SERVICE PIPE, 1" (BORED)	165	LF	\$17.00	\$2,805.00	\$90.00	\$14,850.00		\$0.00
79	COPPER WATER SERVICE PIPE, 1"	173	LF	\$48.50	\$8,390.50	\$48.00	\$8,304.00		\$0.00
80	WATER SERVICE CONNECTION (CORPORATION), 1 1/4"	2	EACH	\$725.00	\$1,450.00	\$700.00	\$1,400.00		\$0.00
81	CURB STOP AND BOX, 1 1/4"	1	EACH	\$650.00	\$650.00	\$300.00	\$300.00		\$0.00
82	COPPER WATER SERVICE PIPE, 1 1/4"	34	LF	\$49.50	\$1,683.00	\$53.00	\$1,802.00		\$0.00
83	CURB STOP AND BOX, 2"	5	EACH	\$900.00	\$4,500.00	\$1,250.00	\$6,250.00		\$0.00
84	COPPER WATER SERVICE PIPE, 2" (BORED)	105	LF	\$32.00	\$3,360.00	\$100.00	\$10,500.00		\$0.00
85	COPPER WATER SERVICE PIPE, 2"	33	LF	\$68.50	\$2,260.50	\$58.00	\$1,914.00		\$0.00
86	RECONNECT SAMPLE STATION	1	EACH	\$2,850.00	\$2,850.00	\$2,300.00	\$2,300.00		\$0.00
87	TRENCH BACKFILL (WATER)	1108	CU YD	\$29.00	\$32,132.00	\$34.00	\$37,672.00		\$0.00
88	SAN. SEWER, 8" DIP P CL 350	157	LF	\$132.00	\$20,724.00	\$185.00	\$29,045.00		\$0.00
89	SAN. SEWER, 12" DIP P CL 350	263	LF	\$98.00	\$25,774.00	\$145.00	\$38,135.00		\$0.00
90	SAN. SEWER, 15" DIP P CL 350	154	LF	\$125.00	\$19,250.00	\$185.00	\$28,490.00		\$0.00
91	SAN. SEWER, 18" DIP P CL 350	30	LF	\$195.00	\$5,850.00	\$350.00	\$10,500.00		\$0.00
92	RCCP ENCASEMENT PIPE, 24"	20	LF	\$185.00	\$3,700.00	\$130.00	\$2,600.00		\$0.00
93	REMOVE MANHOLE SANITARY	8	EACH	\$900.00	\$7,200.00	\$400.00	\$3,200.00		\$0.00
94	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL	9	EACH	\$3,500.00	\$31,500.00	\$3,850.00	\$34,650.00		\$0.00
95	MANHOLE TYPE A, 4' DIA W/TY 1 F&CL (BOLT DOWN)	7	EACH	\$3,600.00	\$25,200.00	\$3,900.00	\$27,300.00		\$0.00
96	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL	1	EACH	\$6,000.00	\$6,000.00	\$7,400.00	\$7,400.00		\$0.00
97	MANHOLE TYPE A, 5' DIA W/TY 1 F&CL (BOLT DOWN)	1	EACH	\$6,300.00	\$6,300.00	\$6,600.00	\$6,600.00		\$0.00
98	MANHOLE TO BE ADJUSTED W/NEW FRAME & LID	1	EACH	\$900.00	\$900.00	\$930.00	\$930.00		\$0.00
99	SOLID SLEEVE, 8" (SANITARY)	1	EACH	\$800.00	\$800.00	\$440.00	\$440.00		\$0.00

The above prices are "as read" and are subject to approval by the City of Moline Engineering Department.

100	TRENCH BACKFILL (SANITARY)	139	CU YD	\$29.00	\$4,031.00	\$34.00	\$4,726.00		\$0.00
101	ABANDON AND FILL PIPE	177	CU YD	\$225.50	\$39,913.50	\$206.00	\$36,462.00		\$0.00
102	PIPE CULVERT, 15", WATER MAIN QUALITY	25	LF	\$77.00	\$1,925.00	\$110.00	\$2,750.00		\$0.00
	TOTALS				\$1,505,382.90		\$1,661,597.00		Incomplete Bid

Council Bill/Resolution No. 1052-2015

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Road Salt Purchase Agreement for 2015-2016 Season with the City of Davenport.

WHEREAS, the City agrees to purchase 500 tons of salt with the Quad City joint salt bid and place a reserve supplemental order of 4,500 tons with the City of Davenport as the agent for said purchase; and

WHEREAS, participation in this contract provides a lower cost per ton; and

WHEREAS, sufficient funds are budgeted and the City of Davenport will invoice the City between July 1, 2015 and July 10, 2015 following delivery of the product.

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 Road Salt Purchase Agreement for 2015-2016 Season with the City of Davenport; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

April 28, 2015

Date

Passed: April 28, 2015

Approved: May 5, 2015

Attest: _____

City Clerk

Approved as to Form:

City Attorney



**ROAD SALT PURCHASE AGREEMENT FOR
2015-2016 SEASON**

**FORM TO BE RETURNED BY APRIL 15, 2015 – to City of Davenport, Purchasing Division,
226 W 4th St., Davenport, IA 52801**

The City (County, Township, etc.) of Moline agrees to order and purchase 500 tons of salt with the Quad City joint salt bid, with the City of Davenport, as the agent for the purchase. We also acknowledge that our council or appropriate board has approved this purchase prior to this order. We agree to pay 50% of our order between July 1, 2015 and July 10, 2015. After delivery, the City of Davenport will submit an invoice for the balance. We agree to pay that invoice within 30 days of it being submitted.

We are also placing a reserve supplemental order of 4,500 tons. We agree to purchase 25% of this supplemental order by March 1, 2016. All salt orders must be processed through the City of Davenport's Street Division. Orders should NOT be placed with the salt vendor.

Government agency

Authorized signature

DATE

 Scott Raes
Printed Name

 Mayor
Title

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: _____

AN ORDINANCE

AMENDING Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-2100, "DISORDERLY CONDUCT," by enacting one new subsection (e) entitled "Minors involved in electronic dissemination of indecent visual depictions," and by enacting one new subsection (f) entitled "Penalty."

WHEREAS, City Staff seek to amend Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances to add provisions concerning minors involved in the electronic dissemination of indecent visual depictions; and

WHEREAS, this offense has recently become an issue in lieu of the possession of cell phones, tablets and other electronic communication devices by minors; and

WHEREAS, the Code is silent as to this offense and any penalties to be assessed to minors involved in the electronic dissemination of indecent visual depictions; and

WHEREAS, amending Section 22-2100 to add subsections (e) and (f), which address the electronic dissemination of indecent visual depictions and penalties for said violation, will provide clarity as to how to handle said offenses in line with the state statutes.

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

Section 1 – That Chapter 22, "OFFENSES - MISCELLANEOUS," of the Moline Code of Ordinances, Section 22-2100, "DISORDERLY CONDUCT," is hereby amended by enacting one new subsection (e) entitled "Minors involved in electronic dissemination of indecent visual depictions," and by enacting one new subsection (f) entitled "Penalty," which shall read as follows:

"SEC. 22-2100. DISORDERLY CONDUCT.

* * * * *

(e) **Minors involved in electronic dissemination of indecent visual depictions.**

(1) For the purposes of this Section:

"Computer" has the meaning ascribed to it in Section 17-0.5 of the Illinois Criminal Code of 2012.

"Electronic communication device" means an electronic device, including but not limited to a wireless telephone, personal digital assistant, or a portable or mobile computer, that is capable of transmitting images or pictures.

"Indecent visual depiction" means a depiction or portrayal in any pose, posture, or setting involving a lewd exhibition of the unclothed or transparently clothed genitals, pubic area, buttocks, or, if such person is female, a fully or partially developed breast of the person.

"Minor" means a person under eighteen (18) years of age.

- (2) A minor shall not distribute or disseminate an indecent visual depiction of another minor through the use of a computer or electronic communication device.
- (3) Nothing in this Section shall be construed to prohibit a prosecution for public indecency, child pornography, a violation of Article 26.5 Harassing and Obscene Communication of the Illinois Criminal Code of 2012, bringing an action pursuant to 705 ILCS 405/3-40, or any other applicable provision of law.
- (f) **Penalty:**
 - (1) Any person violating Section 22-2100(a)(1), (a)(7) or (a)(10) shall be subject to a mandatory fine as follows: not less than fifty dollars (\$50.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense, and not less than three hundred fifty dollars (\$350.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
 - (2) Any person violating Section 22-2100(a)(6), (a)(8), (a)(9), or Section 22-2100(b), (c), (d) or (e) shall be subject to a mandatory fine as follows: not less than one hundred dollars (\$100.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than two hundred dollars (\$200.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second offense, and not less than four hundred dollars (\$400.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a third or subsequent offense.
 - (3) Any person violating Section 22-2100(a)(5), (a)(11) or (a)(12) shall be subject to a mandatory fine as follows: not less than two hundred fifty dollars (\$250.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first offense, not less than five hundred dollars (\$500.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a second or subsequent offense.
 - (4) Any person violating Section 22-2100(a)(2), (a)(3) or (a)(4) shall be subject to a mandatory fine as follows: not less than five hundred dollars (\$500.00) plus court costs nor more than seven hundred fifty dollars (\$750.00) plus court costs for a first or subsequent offense. In addition to the mandatory fine set forth herein, any person violating Section 22-2100(a)(2), (a)(3) or (a)(4) shall be required to pay restitution to the City of Moline for its reasonable costs incurred in responding to the false report. Such restitution shall not exceed seven hundred fifty dollars (\$750.00)."

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. 3016-2015

Sponsor: _____

AN ORDINANCE

AMENDING Chapter 35, “Zoning and Land Development,” of the Moline Code of Ordinances, by enacting thereto an amendment of the Zoning Map, incorporated therein as Section 35-3103 (Daniel Palmer, on behalf of Nordav Growth Partners, LLC; 1510 47th Avenue and three other vacant parcels, Lots 10, 11 and 12 of Southpark West).

WHEREAS, the Plan Commission has received a request for rezoning sufficient in form and content; and

WHEREAS, the Plan Commission, after public hearing upon proper notice, has made its recommendation; and

WHEREAS, this Council finds and declares that a change from “I-1” (Light Industrial District) to “B-4” (Highway/Intensive Business District) zoning will more accurately reflect the Comprehensive Plan for the City of Moline and will be more consistent in relation to the comprehensive zoning plan embodied in Chapter 35, “Zoning and Land Development” of the Moline Code of Ordinances (“Code”).

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

Section 1 – That the following described territory shall be, and the same is, hereby changed from zoning classification “I-1” (Light Industrial District) provided in Section 35-3313 of said Code, to zoning classification “B-4” (Highway/Intensive Business District), as provided in Section 35-3311 of said Code.

Lot 10, 11, 12, and 13 of SOUTHPARK WEST, an Addition to the City of Moline, Situated in the County of Rock Island and the State of Illinois.

Section 2 – That the Zoning Administrator is hereby directed to amend the Official Zoning Map as provided in Section 35-1303 of the Code, so as to show that the above-described area is established as above set forth and shall hereinafter be included in the “B-4” (Highway/Intensive Business District) zoning district.

Section 3 – That the foregoing amendment to the Code was made after public hearing, of which due notice by publication was given, held before the Moline Plan Commission under said Code, and at the report of said Moline Plan Commission to this Council, all as required by ordinance and law.

Section 4 – 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 by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

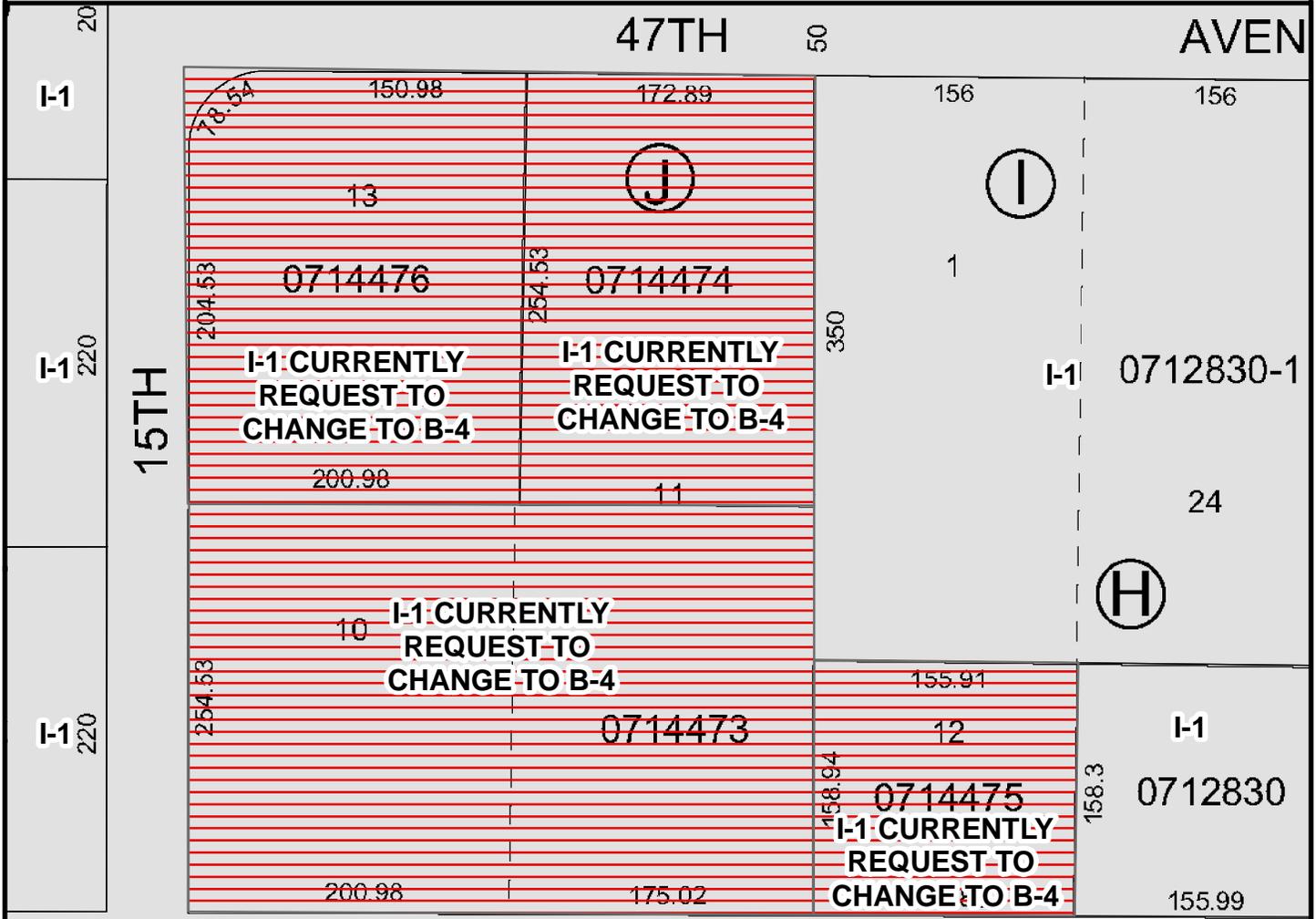
Approved as to Form:

City Attorney

REZONING APPLICATION

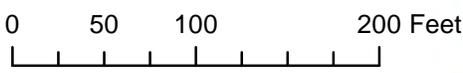
I-1 to B-4

City of Moline, Illinois



Legend

- ReZone
- Parcels
- Existing Corporate Limits



Plan Commission Meeting: April 8, 2015
 Applicant: Daniel Palmer
 Owner: Nordav Growth Partners
 Parcels: 07-14473; 07-14474; 07-14475; 07-14476

Prepared by the City of Moline
 Planning & Development Department

Council Bill/General Ordinance No. 3017-2015
Sponsor: _____

AN ORDINANCE

ENLARGING corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County particularly described hereinbelow:

1210 38th Avenue.

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a certain territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and no electors reside thereon; and

WHEREAS, said petition is duly sworn to; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, due notice has been given to South Moline Township, South Moline Township Board of Trustees, South Moline Township Fire Protection Board, and the South Moline Township Road Commissioner of the pending annexation and an affidavit attesting service of said notice has been recorded by the Rock Island County Recorder of Deeds; and

WHEREAS, it appears that the statements of said petition are true and same is filed by the owner of record of all land within said territory and no electors reside thereon, and that it will be in the best interests of the City to annex said territory thereto.

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

Section 1 – That the following described territory being indicated on an accurate map of the annexed territory, which map is attached hereto and incorporated herein as Exhibit A, is hereby annexed to the City of Moline, Illinois:

Lot Number Three (3) in “De Pauw First Addition,” located in the Southeast Quarter (SE ¼) of Section Number Eight (8) in Township Number Seventeen (17) North, Range Number One (1) West of the Fourth Principal Meridian, situated in South Moline Township, County of Rock Island, and State of Illinois.

Section 2 – That the area above described and annexed shall be and hereby becomes a part of Ward 3 upon the effective date hereof.

Section 3 – That the area above described and annexed shall be and hereby is zoned “R-2” (One-Family Residence District) upon the effective date hereof pursuant to Section 35-3105 of the Moline Zoning and Land Development Code, and that the Zoning Administrator is hereby

directed to amend the Official Zoning Map as provided in Section 35-1303 of the Moline Zoning and Land Development Code.

Section 4 – That the City Clerk is hereby directed to record with the Rock Island County Recorder of Deeds and to file with the Rock Island County Clerk certified copies of this ordinance together with Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

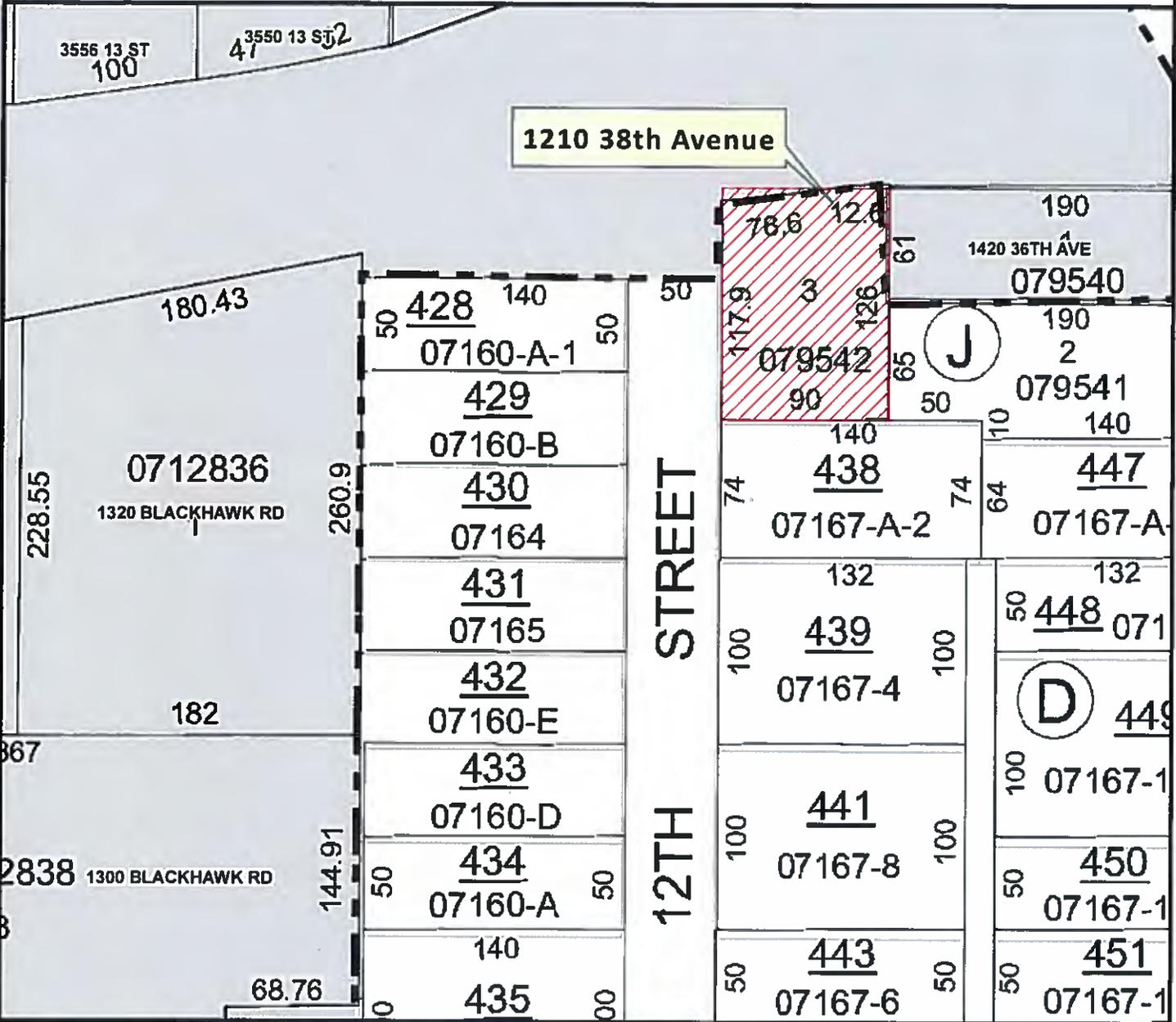
Approved: _____

Attest: _____
City Clerk

Approved as to Form:

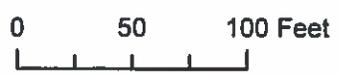
City Attorney

PLAT OF ANNEXATION to the City of Moline, Illinois



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed



This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline
Planning & Development Department

Council Bill/General Ordinance No.: 3018-2015
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 35th Avenue, on the north side, from 38th Street east 325 feet.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 35th Avenue, on the north side, from 38th Street east 325 feet.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

Section 3 – That this ordinance shall be in full force and effect from and after its passage and 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.: 3019-2015
Sponsor: _____

AN ORDINANCE

AMENDING Chapter 20 "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC" of the Moline Code of Ordinances, Appendix 10 thereof, "PARKING PROHIBITED AT ANY TIME," is hereby amended by including 35th Avenue Court, on the east side, from a point 325 feet east of 38th Street, southeasterly to end of cul-de-sac.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this Ordinance shall be fined not more than seven hundred fifty dollars (\$750.00) for each offense.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

Council Bill/Special Ordinance No. 4012-2015

Sponsor: _____

A SPECIAL ORDINANCE

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

WHEREAS, S.J. Russell L.C. (“Developer”) seeks to enter into a Performance Based Development Agreement with the City to facilitate redevelopment of the property consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point (“Project”); and

WHEREAS, the Project will consist of the redevelopment of the property into 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site; and

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

WHEREAS, but for certain incentives to be provided by the City in accordance with the Act and pursuant to the home rule powers of the City, which the City is willing to provide under the terms and conditions contained herein, the Parties acknowledge and agree that but for the incentives, to be provided by the City as set forth herein, Developer cannot successfully and economically develop the Property substantially in conformance with the Redevelopment Project; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist Developer in the manner set forth herein, and the City believes that the Redevelopment Project to be located on the Property and the fulfillment generally of the terms of this Development Agreement are in the vital and best interest of the City and its residents.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Development Agreement between the City of Moline and S.J. Russell L.C, for The Point Redevelopment project and to execute any necessary agreements referenced therein, and

authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said agreement; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney

DEVELOPMENT AGREEMENT

Between the

CITY OF MOLINE

and

S.J. RUSSELL L.C.

This Development Agreement made and entered into on this _____ day of _____, 2015 ("Effective Date"), by and between the City of Moline, an Illinois municipal corporation ("City"), and S.J. Russell L.C., an Iowa limited liability company duly registered to do business in the State of Illinois ("Developer"), and collectively the "Parties."

WITNESSETH:

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

WHEREAS, the City wishes to enter into this Development Agreement with the Developer in order to facilitate redevelopment of the Property (as defined below) consisting of approximately 15.21 gross acres more or less with approximately 9.00 usable acres (392,040 sf) located at 635 10th Avenue, Moline, Illinois, parcel number 08-5348, as well as Lot 2 of Hawk Hollow Addition (the outlot to the east on the southeast corner of 5th Avenue and 6th Street), which shall be known as The Point; and

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

- i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and
- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
- iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.

The foregoing elements shall hereinafter be collectively referred to as the "Redevelopment Project," as depicted in Exhibit A, unless individually identified; and

WHEREAS, the Redevelopment Project is to take place upon that certain real property described above as parcel number 08-5348, commonly known as 635 10th Avenue, Moline, Illinois, as well as Lot 2 of Hawk Hollow Addition (the outlet to the east on the southeast corner of 5th Avenue and 6th Street), which is more particularly described in Exhibit B, "Legal Description," attached hereto and incorporated herein by this reference thereto ("Property"); and

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

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

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

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

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

I. CITY'S AGREEMENT TO PROVIDE ASSISTANCE.

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

- A. Creation of a Tax Increment Financing District. The City of Moline adopted Council Bill/General Ordinance No. 3007-2010 on February 2, 2010, which provided for the creation of a new TIF District for the Moline Place Phase II and III Redevelopment Project Area. The City created the TIF district to provide for the reimbursement of eligible expenses from the Redevelopment Project (and possibly future phases) incurred by a developer of the site.
- B. Maximum TIF Payment. The City's total payment to Developer paid from the net incremental annual real estate tax generated by the Redevelopment Project under this section shall not extend beyond December 31, 2033, which is the expiration date of the TIF district.

The estimated total project cost for all phases of the Redevelopment Project is Fifty One Million Dollars (\$51,000,000). Fifteen percent (15%) of the total project cost equals Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000). In no event shall the maximum total assistance to Developer from the City ever exceed Seven Million Six Hundred Fifty Thousand Dollars (\$7,650,000) distributed from the property tax rebate. In the event that the total project cost is less than the amount shown above, then fifteen percent (15%) of the reduced project cost will be the maximum amount paid to the Developer through the term of this Agreement. If, for example, the total project costs are twenty percent (20%) less than the amount shown above, then the total City rebate distributed from the property tax rebate will be reduced by twenty percent (20%). Therefore, the total incremental annual real estate taxes due to Developer shall not exceed 15% of the total Redevelopment Project cost or \$7,650,000, whichever is less ("Maximum TIF Payment").

- C. Property Tax Rebate. Subject to the guarantees contained in this Agreement and subject further to Developer paying the annual real estate taxes for the Property when due and payable, the City shall pay through its TIF Fund to Developer 75% of the net incremental annual real estate tax until the Maximum TIF Payment is reached. In no event will any payment be made after 2033.

The net incremental annual real estate taxes paid to the City shall be reimbursed to the Developer only for eligible redevelopment costs under the Act (65 ILCS 5/11-74.4-3).

The base year for computation purposes of the net annual increment is agreed to be 2010, and the base Equalized Assessed Valuation (EAV) for the base year 2010 is One Hundred Seventy-Three Thousand Eight Hundred Fifty-Eight Dollars (\$173,858). The property tax rebate period will start with the first year in which the Redevelopment Project is completed, a certificate of occupancy issued, and the Property is re-

assessed, which is estimated to be assessment year 2016 and payment year 2017. The payment shall be from the incremental property tax generated solely by the Property and paid to the City's TIF Account. The City shall remit the property tax rebate to the Developer within thirty (30) days after receipt of total annual payment into said City's TIF Account from Rock Island County.

- D. Maximum Amount of Property Tax Rebate. Pursuant to 65 ILCS 5/11-74.4-3(q), the maximum amount of rebate shall not exceed the sum of all reasonable or necessary eligible costs (see Exhibit D) incurred or incidental to the Project.
- E. Final Payment. Upon final payment to reach the Maximum TIF Payment or upon expiration of the TIF district, the City's obligations under this Agreement shall be fully paid and satisfied regardless of the total amount of payments actually received by the Developer.
- F. Interest. There shall be no interest charged to the City or due to the Developer pursuant to this Agreement at any time, and no interest shall ever be paid to the Developer from the City pursuant to this Agreement, irrespective of whether or not the City is delinquent or otherwise tardy in making payments required hereunder.
- G. Grants and Loan Applications. The City agrees to use its best efforts to support the Developer in applying to state and federal grant or loan programs that will enhance the Redevelopment Project.
- H. TIF Amendments. The parties expressly understand and agree that all payments provided for in the paragraphs set forth above shall be at all times subject to the requirements and restrictions of the Act.
- I. No Other Incentives. The City agrees to rebate a percentage of the tax increment generated from the Redevelopment Project and use the remaining TIF funds to offset the existing deficit in the TIF District and, therefore, the City will offer no other incentives or contributions to the Developer or other developers of the Property as long as this Agreement is in effect.
- J. Enterprise Zone Benefits. City shall take no action to eliminate the Enterprise Zone while still authorized by statute for the benefit and duration of the Redevelopment Project by which means materials can be purchased for the construction of the Redevelopment Project without the imposition of sales tax and other economic benefits may be obtained under the Enterprise Zone guidelines as are available under the law. City will cooperate and assist Developer in its application for all Enterprise

Zone benefits, if any, but City does not warrant or assure or guarantee that any such benefits will be available to Developer.

- K. Prevailing Wage. The City makes no representations or warranties as to whether or not the Illinois Prevailing Wage Act applies to this Project. Payment of Prevailing Wage and compliance with the Prevailing Wage Act, if required, is the sole responsibility of Developer and/or its contractors and subcontractors. Developer agrees to indemnify and hold harmless the City and the agents, officers and employees thereof against all losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses and reasonable attorney's fees) which may arise from any claims pertaining to the Illinois Prevailing Wage Act.
- L. Zoning. The current zoning of the Property is R-4. Should Developer wish to pursue a Planned Unit Development ("PUD"), the City makes no representation or warranty that such an application for PUD will be recommended by the City's Zoning Administrator or Plan Commission or be approved by the City Council.
- M. Option to Purchase. The City has the option to acquire the portion of the Redevelopment Project located at the northeast corner of the property for regional stormwater detention purposes. Such option, if exercised, shall be made by the City at its sole discretion.

II. DEVELOPER AGREEMENT TO DEVELOP PROPERTY.

- A. Upon the execution of this Agreement, the Developer shall complete the Redevelopment Project substantially in accordance with the plans and specifications for the Redevelopment Project, which plans and specifications must be approved by the City prior to commencement of the Redevelopment Project (such approval may not unreasonably be withheld), as may be normal, customary or required in order to proceed with the Redevelopment Project, in accordance with all applicable rules, codes, regulations, ordinances and laws. The Redevelopment Project shall be completed in accordance with the Development Timetable as set forth in Exhibit C.
- B. Project Elements. Developer agrees to complete the following Redevelopment Project elements in accordance with the Development Timetable depicted in Exhibit C:
 - i. Purchase of the Property from the City for the amount of Seven Hundred Thousand Dollars (\$700,000) by December 31, 2015; and

- ii. Installation of stormwater detention and retention, storm sewer, sidewalks and walking paths, private drives, and public improvements including, but not limited to, water and sanitary sewer with corresponding utility easements to be dedicated to the City; and
 - iii. Approximately 180,000 square feet of new construction, consisting of, at a minimum, 135 units in Phase I as well as landscaping and other improvements to redevelop the site. Future phases could include another 150 units of senior housing and 30,000 square foot of potential medical office and retail.
- C. Code Compliance. To the best of the Developer's knowledge, the Redevelopment Project, as designed, is and shall be in full compliance with all applicable state and local laws and ordinances. Further, Developer warrants that the City Building Official shall have approved all building plans submitted and agrees to follow all requirements of the City Code.
- D. Assessed Valuation. Because the Redevelopment Project is to be done in Phases, there will be no minimum equalized assessed value.

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

A. The Parties agree that the performance of their respective obligations set forth herein is specifically contingent upon the satisfaction and performance of the Developer having obtained debt and equity financing, or commitments for the same, in such amounts and having such financial terms as are reasonable and related to a fair market financing subject to the exercise of the Developer's discretion within sixty (60) days of the execution of this Agreement.

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

IV. WARRANTIES OF THE CITY.

The City represents and warrants to the Developer that it is empowered and authorized to execute and deliver this Agreement and to lend and deliver the assistance described herein upon proof of eligible "redevelopment project costs" pursuant to Section 5/11-74.4-3(q) of the Act, and to execute and deliver all other agreements and documents, if any, required hereunder to be executed and delivered by the City. This Agreement has been, and each such document at the time it is executed and delivered

will be, duly executed and delivered on behalf of the City pursuant to its legal power and authority to do so. When executed and delivered to the Developer, all such agreements shall constitute a legal, valid, and binding obligation of the City, enforceable in accordance with the terms of all such agreements.

V. WARRANTIES OF THE DEVELOPER.

A. The Developer represents and warrants to the City that the Developer is an Iowa limited liability company authorized to do business in the State of Illinois and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement and the consummation of the transaction contemplated by this Agreement have been taken in accordance with applicable law.

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

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

VI. DEVELOPER'S INDEMNIFICATION.

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

or willful misconduct on the part of the City or any of its officers, agents, employees or contractors.

VII. ENTIRE AGREEMENT.

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

VIII. ASSIGNMENT.

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

Notwithstanding the foregoing, the Developer may without City's consent, assign this Agreement to any Related Entity or Successor (as such terms are defined below).

"Related Entity" means any corporation or other business entity which controls, is controlled by or is under common control with the Developer. For purposes of the preceding sentence, "control" means either (i) ownership or voting control, directly or indirectly, of 50% or more of the voting stock, partnership interests or other beneficial ownership interests of the entity in question, or (ii) the power to direct the management and policies of such entity.

"Successor" means an entity resulting from a merger, consolidation, reorganization or recapitalization of or with the Developer.

For the purposes of this section, consent shall be deemed given by the City upon execution of this Agreement for any assignment to any person or entity having a verified net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000). If a request for consent is not denied in writing on or before thirty (30) days after written request, such consent shall be deemed given.

IX. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

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

X. NOTICE OF DEFAULT.

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

XI. REMEDIES UPON DEFAULT.

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

B. If the Developer materially fails to fulfill its obligations under this Agreement after notice is given by the City and any cure periods described in Paragraph A above have expired or if all or a portion of any such agreement is terminated, the City may elect to terminate this Agreement or exercise any right or remedy it may have at law or in equity, including without limitation the right to specifically enforce the terms and conditions of this Agreement. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy or insolvency act shall be filed by or against the Developer, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Developer insolvent or unable to pay the Developer's debts, or the Developer makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Developer or for the major part of the Developer's property, the City may elect, to the extent such election is permitted by law and is not unenforceable under applicable federal bankruptcy laws, but is not required, with or without notice of such election and with or without entry or other action by the City, to forthwith terminate this Agreement. To effect the City's termination of this Agreement under this Section XI.B., the City's sole obligation shall be to record, in the office of the Rock Island County Recorder, a Certificate of Default executed by the Mayor of the City or such other person as shall be designated by the City, stating that this Agreement is terminated pursuant to the provisions of this Section XI.B., in which event this Agreement by virtue of the recording

of such certificate, shall *ipso facto* automatically become null and void and of no further force and effect.

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

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

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

XII. NON-DISCRIMINATION.

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

XIII. NOTICES.

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

TO CITY: City Administrator and City Clerk
619 16th Street
Moline, IL 61265

WITH A COPY TO: City Attorney
619 16th Street
Moline, IL 61265

TO DEVELOPER: S.J. Russell L.C.
4600 E. 53rd Street
Davenport, Iowa 52807

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

XIV. COUNTERPARTS.

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

XV. HEADINGS.

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

XVI. APPLICABLE LAW.

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

XVII. SEVERABILITY.

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

XVIII. NO JOINT VENTURE, AGENCY OR PARTNERSHIP CREATED.

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

XIX. ASSURANCE OF FURTHER ACTION.

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

XX. DELAYED EXECUTION.

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

XXI. DISCLAIMER OF THIRD PARTY BENEFITS.

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

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

THE CITY OF MOLINE, ILLINOIS

S.J. RUSSELL L.C.

DATED: _____

DATED: 4.14.15

By: _____
Scott Raes, Mayor

By: [Signature]
James V. Russell

Attest: _____
Tracy Koranda, City Clerk

Approved as to Form:

Maureen E. Riggs, City Attorney

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

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **CITY OF MOLINE**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of (the seal affixed thereto is the seal of said corporation) as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

NOTARY PUBLIC

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 14 day of April, 2015, before me, a Notary Public in and for said County and State aforesaid, personally appeared James V. Russell, to me personally known, who being by me duly sworn (or affirmed) did say that he is manager of **S.J. Russell L.C.**, and that said instrument was signed on behalf of the Corporation; James V. Russell acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



[Signature]
NOTARY PUBLIC

EXHIBIT A
SCHEMATIC DESIGN DRAWINGS OF REDEVELOPMENT PROJECT

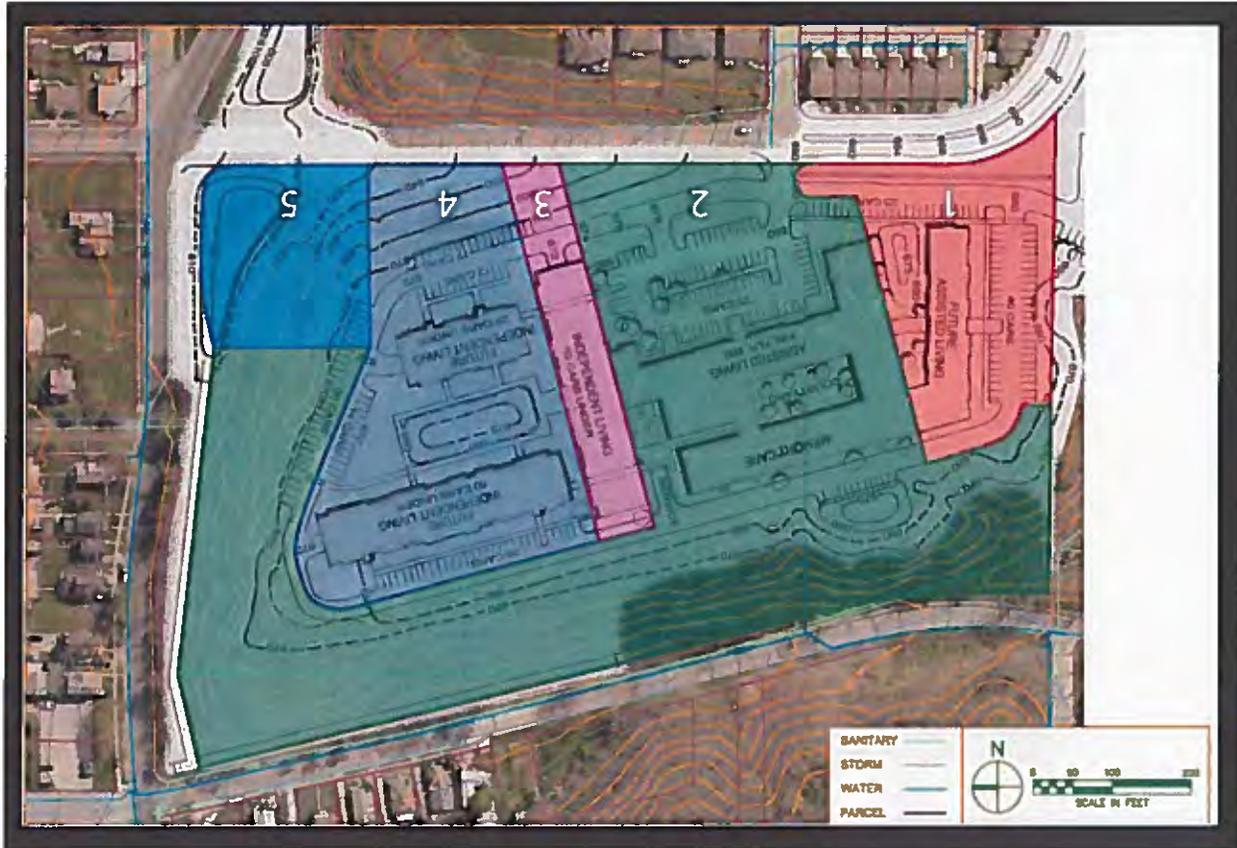


EXHIBIT B
LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 00° 08' 59" WEST (ASSUMED BEARING) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 455.09 FEET TO A POINT ON THE NORTH LINE OF 11TH AVENUE; THENCE NORTH 89° 55' 42" WEST A DISTANCE OF 256.13 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89° 39' 31" WEST A DISTANCE OF 388.92 FEET; THENCE NORTH 00° 39' 00" WEST A DISTANCE OF 131.78 FEET; THENCE SOUTH 89° 39' 37" WEST A DISTANCE OF 200.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 4TH STREET AS NOW ESTABLISHED; THENCE NORTH 00° 33' 13" WEST, A DISTANCE OF 314.73 FEET; THENCE SOUTH 87° 57' 24" WEST A DISTANCE OF 72.67 FEET TO SAID EAST RIGHT OF WAY LINE; THENCE NORTH 13° 42' 12" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 344.41 FEET; THENCE NORTH 12° 42' 46" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 320.13 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 5TH AVENUE; THENCE NORTH 89° 40' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 77.35 FEET; THENCE NORTH 85° 41' 37" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3.25 FEET; THENCE NORTH 86° 52' 15" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 177.02 FEET; THENCE SOUTH 82° 05' 26" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 142.74 FEET; THENCE NORTH 89° 18' 13" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 351.79 FEET; THENCE SOUTH 45° 43' 11" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 21.21 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 6TH STREET; THENCE SOUTH 00° 04' 29" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 146.02 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 7 IN "WEST MOLINE ADDITION", THENCE SOUTH 00° 32' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 613.01 FEET; THENCE SOUTH 89° 57' 56" WEST A DISTANCE OF 2.00 FEET; THENCE SOUTH 00° 12' 35" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.70 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A 230.00 FEET RADIUS, A CENTRAL ANGLE OF 31° 07' 09", AND A 123.39 FEET LONG CHORD THAT BEARS SOUTH 22° 48' 02" EAST ALONG SAID WEST RIGHT OF WAY LINE, AN ARC DISTANCE OF 124.92 FEET TO THE POINT OF BEGINNING, CONTAINS 15.21 ACRES, MORE OR LESS, AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

LOT 2 OF HAWK HOLLOW ADDITION IN CITY OF MOLINE, ILLINOIS, COUNTY OF ROCK ISLAND, ILLINOIS.

EXHIBIT C
DEVELOPMENT TIMETABLE

- i. Land Closing – on or before December 31, 2015**
- ii. Civil/Infrastructure – begin in spring 2016 with an anticipated 6 month schedule.**
- iii. Phase 1 Construction – an estimated 14 month schedule, anticipated to begin in Summer 2016.**

EXHIBIT D

REDEVELOPMENT COSTS

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

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

Council Bill/Special Ordinance No. 4013-2015

Sponsor: _____

A SPECIAL ORDINANCE

VACATING a 30' x 115' piece of 2nd Avenue right-of-way to George Pokrajac, 201 48th Street, Moline.

WHEREAS, George Pokrajac, 201 48th Street, Moline, has requested that a 30' x 115' piece of 2nd Avenue right-of-way (ROW) be vacated to him in exchange for the land's fair market value so that the land can be more fully used; and

WHEREAS, the fair market value of the land is \$5,175; and

WHEREAS, vacating said ROW to George Pokrajac will allow him to improve the area.

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

Section 1 – That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole that it is in the best interest of the City of Moline, Illinois, to vacate the ROW hereinafter described below.

Section 2 – That the 30' x 115' piece of 2nd Avenue ROW located north and adjacent to Rock Island County Tax Parcel 087568, in the City of Moline, legally described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein, be and hereby is vacated.

Section 3 – That this request for vacation of public ROW complies with the City of Moline ROW Vacation Policy and complies with the statutes of the State of Illinois applicable thereto, and the City of Moline has determined that the fair market value for the vacated tract legally described in Exhibit A is Five Thousand One Hundred Seventy-Five and 00/100 Dollars (\$5,175), and George Pokrajac has agree to pay said sum.

Section 4 – That a utility easement is hereby reserved and retained by the City of Moline and all utilities franchised to do business in the City of Moline, Illinois, on, over, under and across the right-of-way being vacated for the purposes of operating, maintaining, relocating, installing, repairing, removing or replacing any and all utilities and related appurtenances.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

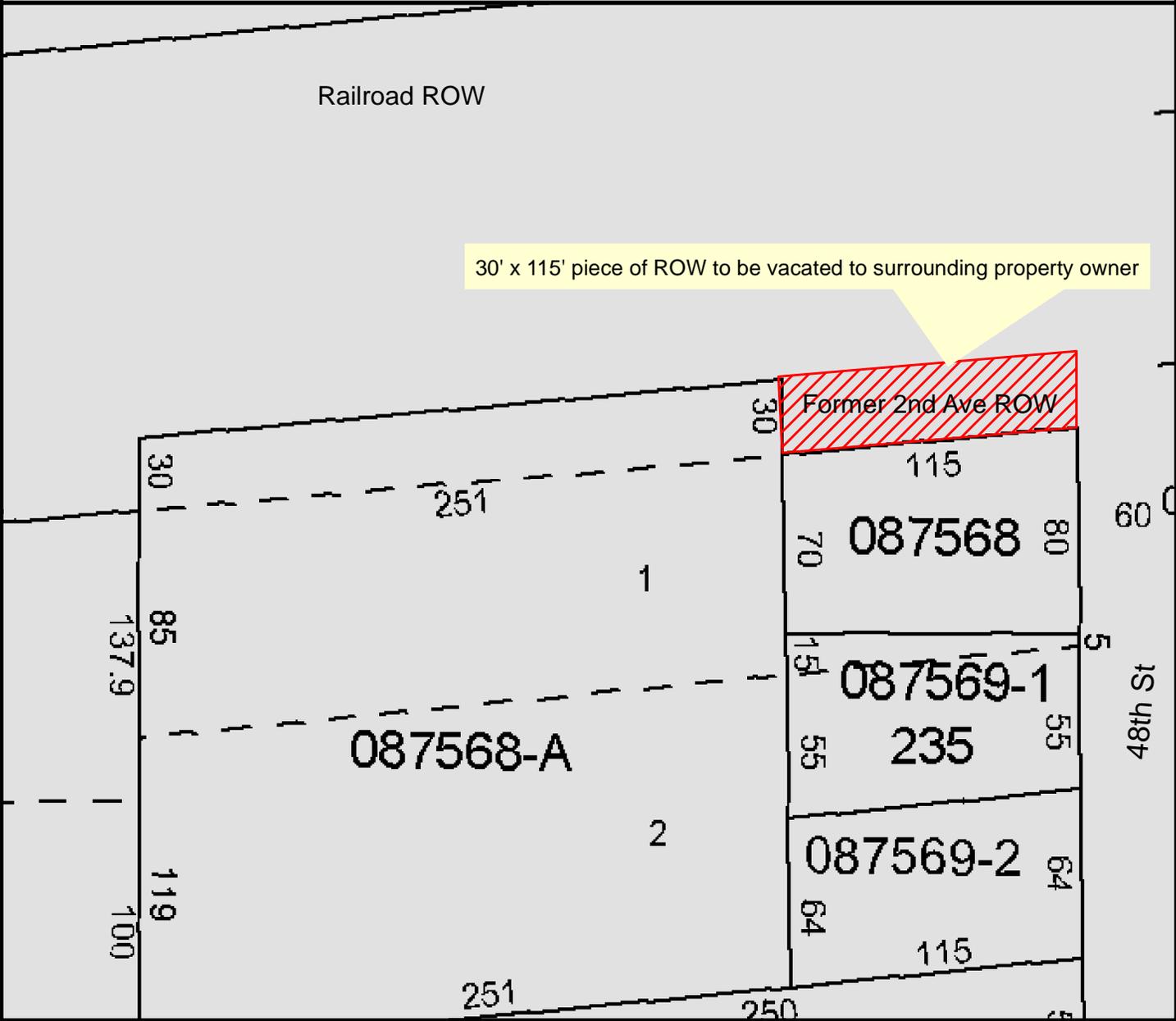
City Attorney

Exhibit "A"

Part of the Northeast Quarter of Section 34, Township 18 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, also being part of Walker's Station Addition to the City of Moline described as follows:

That thirty feet of 2nd Avenue right of way immediately adjacent and north of the east 115 feet of Lot 1 of said Walker's Station Addition.

PLAT OF RIGHT-OF-WAY VACATION City of Moline, Illinois



Legend

- Area to be vacated
- Tax Parcels

1 inch = 60 feet

This plat represents ROW vacated by the City of Moline by Ordinance No. _____ passed _____, 20____.

Scott Hinton, P.E., City Engineer

Prepared by the City of Moline Planning & Development Department

Council Bill/Special Ordinance No.: 4014-2015

Sponsor: _____

A SPECIAL ORDINANCE

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

AUTHORIZING use of public right-of-way in conjunction with the Quad Cities Distance Classic scheduled for Sunday, May 9, 2015.

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:

Sunday, May 9, 2015

6:30 a.m. to 10:30 a.m. – Half Marathon & 5K Races

The northernmost east-bound lane of 5th Avenue from the westernmost side of 1st Street to the easternmost side of 11th Street

All lanes of 5th Avenue from the westernmost side of 11th Street to the easternmost side of 26th Street

All lanes of 10th Street from northernmost side of 5th Avenue to the southernmost lane of 4th Avenue

Southernmost west-bound lane of 4th Avenue from the easternmost side of 10th Street to the westernmost side of 1st Street

It shall be an offense to use said roadways for vehicular purposes during said time.

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