



# MOLINE CITY COUNCIL AGENDA

Tuesday, January 5, 2016

6:30 p.m.

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

City Hall

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

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Turner

Roll Call

Consent Agenda

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

COUNCIL MEMBER	PRESENT	ABSENT
Rodriguez		
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Raes		

Approval of Minutes & Appointments Made

Committee of the Whole and Council meeting minutes of December 15, 2015 and appointments made during Committee of the Whole on January 5, 2016.

Second Reading Ordinances

**1. Council Bill/General Ordinance 3053-2015**

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 3<sup>rd</sup> Street, on the west side, from 23<sup>rd</sup> Avenue south to 2<sup>nd</sup> Street.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**2. Council Bill/General Ordinance 3054-2015**

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Section 20-5124, “UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION,” Appendix 24, “PERSONS WITH DISABILITIES PARKING SPACES,” by including one on-street stall at 1511 10<sup>th</sup> Avenue.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**3. Council Bill/General Ordinance 3055-2015**

An Ordinance amending Chapter 20, “MOTOR VEHICLES AND TRAFFIC,” of the Moline Code of Ordinances, Appendix 2 thereof, “LEFT TURN RESTRICTION INTERSECTION,” by including 7<sup>th</sup> Street at 32<sup>nd</sup> Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**4. Council Bill/General Ordinance 3056-2015**

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at the following locations: 810 17<sup>th</sup> Avenue; 1611 20<sup>th</sup> Avenue; 1846 10<sup>th</sup> Street; and 2410 18<sup>th</sup> Avenue.

**Explanation:** Traffic Committee reviewed request and recommends approval.

**Fiscal Impact:** N/A

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

**Resolutions**

**5. Council Bill/Resolution 1001-2016**

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2016 permit approved applications for use of public right-of-way or City-owned property.

**Explanation:** Last year, the City Council passed a resolution to allow for staff to administer and approve all licensing agreements and for the Mayor and City Clerk to execute approved licensing agreements without each agreement being presented to the City Council. Staff feels that the process change has worked well. Customers do not have to wait three weeks for Council approval. Staff is recommending approval of a resolution for 2016 similar to what was passed for 2015.

**Fiscal Impact:** N/A

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

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

**Omnibus Vote**

**Non - Consent Agenda**

**First Reading Ordinances**

**6. Council Bill/Special Ordinance 4001-2016**

A Special Ordinance authorizing the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16<sup>th</sup> Avenue.

**Explanation:** The City of Moline has a site license agreement with GTP Acquisition Partners II, LLC (Lessee), to allow cellular facilities on City-owned property located at 4213 16<sup>th</sup> Avenue. The Lessee has notified the City that AT&T Mobility would like to modify their existing equipment at the site. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. All equipment will be at the same height as existing. Staff recommends approval of the request for consent.

**Fiscal impact:** N/A

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

**7. Council Bill/Special Ordinance 4002-2016**

A Special Ordinance authorizing the Mayor and City Clerk to execute a lease agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020.

**Explanation:** Moline Little League desires a lease agreement with the City of Moline to provide an outdoor space containing ball diamonds for the league to host games and tournaments for its participants. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors utilizing Riverside Park. Moline Little League has been using and maintaining these premises for over 45 years. Additional documentation attached.

**Fiscal Impact:** City of Moline will receive \$250.00 per year for the lease term.

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

**Miscellaneous Business (if necessary)/Public Comment/Executive Session (if necessary)**

Council Bill/General Ordinance No. 3053-2015

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 3<sup>rd</sup> Street, on the west side, from 23<sup>rd</sup> Avenue south to 2<sup>nd</sup> Street.

\_\_\_\_\_

WHEREAS, a request for no parking at the above designated location was received and reviewed by the Traffic Committee on December 1, 2015; and

WHEREAS, the request meets the criteria for designating a location as parking prohibited at any time when appropriate signs are posted.

NOW, THEREFORE, 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 3<sup>rd</sup> Street, on the west side, from 23<sup>rd</sup> Avenue south to 2<sup>nd</sup> Street.

**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 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 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by including one on-street stall at 1511 10<sup>th</sup> Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on December 1, 2015; and

WHEREAS, the request meets the criteria for designating such a space.

NOW, THEREFORE, 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, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended to include the following when appropriate signs are posted:

One on-street stall at 1511 10<sup>th</sup> Avenue.

**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 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. 3055-2015

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

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 2 thereof, "LEFT TURN RESTRICTION INTERSECTION," by including 7<sup>th</sup> Street at 32<sup>nd</sup> Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

WHEREAS, a request to restrict left turns at the above designated location was received and reviewed by the Traffic Committee on December 1, 2015; and

WHEREAS, the request meets the criteria for designating a left turn restriction.

NOW, THEREFORE, 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 2 thereof, "LEFT TURN RESTRICTION INTERSECTION," is hereby amended by including 7<sup>th</sup> Street at 32<sup>nd</sup> Avenue, westbound turning southbound from 2:30 p.m. to 3:00 p.m., on school days.

**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 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 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," by removing one on-street stall at the following locations: 810 17<sup>th</sup> Avenue; 1611 20<sup>th</sup> Avenue; 1846 10<sup>th</sup> Street; and 2410 18<sup>th</sup> Avenue.

WHEREAS, a request was received and reviewed by the Traffic Committee on December 1, 2015; and

WHEREAS, the request meets the criteria for removing said parking spaces.

NOW, THEREFORE, 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, Section 20-5124, "UNAUTHORIZED PERSONS USING PERSONS WITH DISABILITIES PARKING SPACES; A VIOLATION," Appendix 24, "PERSONS WITH DISABILITIES PARKING SPACES," is hereby amended by removing the following:

- One on-street stall at 810 17<sup>th</sup> Avenue;
- One on-street stall at 1611 20<sup>th</sup> Avenue;
- One on-street stall at 1846 10<sup>th</sup> Street;
- One on-street stall at 2410 18<sup>th</sup> Avenue.

**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 passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

Council Bill/Resolution No. 1001-2016

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute Licensing Agreements for 2016 permit approved applications for use of public right-of-way or City-owned property.

WHEREAS, prior to 2014, all proposed licensing agreements were presented to the City Council for approval one at a time, which oftentimes delayed the construction schedule for the requested activities; and

WHEREAS, two years ago, the City Council approved a resolution to streamline the coordination and approval process by implementing a procedure to allow staff to administer and approve all licensing agreements and allow the Mayor and City Clerk to execute the approved licensing agreements without each agreement being presented to City Council; and

WHEREAS, staff is requesting that the City Council approve a similar resolution for 2016 as staff believes this process change improved customer service by minimizing construction delays and staff time.

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 Licensing Agreements for 2016 approved permit applications for use of public right-of-way or City-owned property; provided, however, that said Agreements are in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and have been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

January 5, 2016

\_\_\_\_\_  
Date

Passed: January 5, 2016

Approved: January 12, 2016

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

Approved as to Form:

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

**LICENSEE:**        *2016 Licensing Agreements*

**LICENSING AGREEMENT**

**PARTIES:**        The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is a *2016 Licensing Agreement Applicant* hereinafter called the LICENSEE.

**PREMISES:**        On, underneath or overhanging *public right-of-way or City-owned property*

**USE:**                LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

**INTEREST**        LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2016 Licensing Agreement*.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by the LICENSEE.

**TERM:**                *The term of this Licensing Agreement is from:*

*January 5, 2016 through December 31, 2016*

**FEE:**                The usage charge is \$30 per year.

**CONDITIONS:**    LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or property on the premises shall become the property of the CITY - at the CITY' s option.

Any construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

CITY OF MOLINE, ILLINOIS:

\_\_\_\_\_  
*2016 Licensing Agreements*

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

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

Address and Telephone:  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Form:  
\_\_\_\_\_  
City Attorney

Council Bill/Special Ordinance No. 4001-2016  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16<sup>th</sup> Avenue.

\_\_\_\_\_

WHEREAS, on July 5, 2000, the City executed a Site License Agreement (“Ground Lease”) with Illinois PCS for its placement of antenna facilities on City-owned property located 4213 16<sup>th</sup> Avenue; and

WHEREAS, in 2005 GTP Acquisition Partners II, LLC (GTP) took assignment of the Ground Lease; and

WHEREAS, GTP recently informed the City that AT&T Mobility (AT&T) would like to modify their equipment at the site; and

WHEREAS, AT&T is proposing to remove six existing panel antennas and replace them with six new panels at the same mount height. City Staff has received and reviewed the plans for the AT&T modification and finds them acceptable.

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

**Section 1** - That the Mayor and City Clerk to execute a Consent Agreement between the City of Moline and GTP Acquisition Partners II, LLC to permit a modification of equipment for AT&T Mobility for City-owned property located at 4213 16<sup>th</sup> Avenue; provided however, said agreement is in substantially similar form and content to that attached hereto and incorporated herein 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



VIA E-Mail – [cmathias@moline.il.us](mailto:cmathias@moline.il.us)

November 30, 2015

City of Moline  
619 Sixteenth Street  
Moline, IL 61265

**RE: Site License Agreement dated July 5, 2000 (the “License”)  
AT&T Mobility at Optimist Park - Site #371067 / Project #608290  
4213 16<sup>th</sup> Ave, Moline, IL (the “Site”)  
Request for Consent**

Dear Property Owner:

The purpose of this letter is to request your consent to a proposed modification of equipment by **AT&T Mobility**, its successors, assigns, parents, affiliates and subsidiaries, at the Site referenced above.

As you may be aware, AT&T is already an existing tenant at the Site and they now desire to modify their current equipment. AT&T is removing six existing panel antennas and replacing them with six new panels at the same mount height. We are requesting your permission for this modification as is required by the License.

GTP Acquisition Partners II, LLC will continue to be responsible for performance of all obligations under the License with you. Please acknowledge your approval to this installation by signing and dating the two (2) enclosed originals as provided in the space below and returning one immediately. Please keep the other original for your records. If you have any questions, please do not hesitate to call me at 781-926-4998 or e-mail me at [ryan.oatis@americantower.com](mailto:ryan.oatis@americantower.com).

Thank you for your attention to this matter.

Sincerely,

Ryan Oatis  
Attorney I  
American Tower Corporation



**AMERICAN TOWER®**  
CORPORATION

I acknowledge and agree to the proposed modifications by AT&T, its successors, assigns, parents, affiliates and subsidiaries, and at the aforereferenced communications tower. This consent shall apply to any and all approvals and notices related to the modifications of AT&T, its successors, assigns, parents, affiliates and subsidiaries, at the tower site including, but not limited to, notice of construction, construction approvals. This consent is not a representation that such installation is in compliance with all applicable governmental laws, ordinance, rules and regulations or that such facilities will not cause interference with other communication systems.

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

Approved as to form:

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

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

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020.

\_\_\_\_\_

WHEREAS, the Moline Little League desires a Lease Agreement with the City of Moline for the purpose of maintaining and hosting sanctioned Little League games and tournaments; and

WHEREAS, the City of Moline and the Moline Park and Recreation Board (“Parks”) supports having such a lease during this time period as a method of enhancing services for residents and visitors utilizing Riverside Park, and Parks approves of said agreement; and

WHEREAS, Moline Little League has been using and helping to maintain said premises for over 45 years and has a positive working history with Parks in providing this service.

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

**Section 1** – That the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with Moline Little League for the purpose of maintaining and hosting sanctioned Little League games and tournaments, for a lease term of January 1, 2016 through December 31, 2020; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

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

City Clerk

Approved as to Form:

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

City Attorney

MOLINE LITTLE LEAGUE-RIVERSIDE BASEBALL COMPLEX LEASE

The lease made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Moline, an Illinois municipal corporation, by and through its Park and Recreation Board of Directors, as Lessor (hereinafter: Lessor), and the Moline Little League, an Illinois not-for-profit corporation, as Lessee (hereinafter: Lessee).

WITNESSETH:

That Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, does hereby demise, lease, and let unto said Lessee those certain premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

- I. **TERMS OF LEASE; CANCELLATION.** The term of this lease shall be five (5) years, commencing on the first (1st) day of January, 2016, and terminating on the last day of December, 2020. However, Lessee shall have a five (5) year renewal option, to be forwarded in writing to the Lessor by December 1, 2020. In the event of any material breach of this lease agreement by the Lessee, the Lessor shall have the right to terminate this lease according to the terms and conditions of default, remedies and notice herein provided. The Lessee shall have the right to terminate this lease before the end of the term, and prior to the renewal option, upon giving a ninety (90) day written notice of such termination to Lessor at the address provided herein. The Lessee and Lessor shall review this lease and negotiate changes in terms or conditions when the renewal option discussed above is provided to Lessee by Lessor.
- II. **RENT.** Rent payable hereunder shall be two hundred fifty dollar (\$250.00) per year, annually beginning January 1, 2016 and payable on January 1 each subsequent year. A five dollar (\$5.00) per participant fee shall be collected by the Lessor from the Lessee in September of each subsequent year to offset maintenance cost accrued by the Lessor at both Riverside and Milt Hand Softball Complex at Greenvally.
- III. **THE PREMISES.** The Premises leased by Lessor to Lessee is shown on Exhibit A attached hereto and incorporated herein by reference (hereinafter: Premises), and commonly described as the Riverside Park area consisting of the five (5) baseball diamonds and related facilities including the batting cage, shelters, concession stand, and bleachers, for the sole exclusive use of Lessee. The Lessee shall also have use of the north bay of the garage adjacent on the south side of the baseball diamonds for Lessee's storage purposes.
- IV. **DUTY TO MAINTAIN PREMISES.** It shall be the duty of the Lessor to open in the spring and winterize in the fall all buildings on the Premises. It is the duty of the Lessee, from April through October of each lease year, to:
  - a. maintain the exterior of any building, including the adjacent garage;
  - b. provide maintenance to include mowing, fertilization, weed control, grass

- clipping removal;
- c. interior and exterior cleaning of dugouts;
- d. removal of all trash from containers within the Premises' fences;
- e. trash and litter pickup within the Premises' fences, concession stand, storage facilities, and batting cage;
- f. garden and shrub maintenance for areas inside the baseball fences and to areas immediately outside and/or adjacent to fences, backstops, dugouts, and walkways as deemed necessary; and
- g. mow all diamonds and designated areas (see Exhibit A). In the event Lessor must mow the diamonds at the conclusion of all baseball activities, a fee will be assessed to Lessee. Those areas on the hillside on diamond three (3) must be mowed by Lessee using a hand mower.

V. **ASSIGNMENT, SUBLEASE AND MORTGAGE.** Lessee may not sublease or assign said Premises to other organizations unless:

- a. the organization conducts similar or related services as Lessee, as set forth in paragraph IX of this lease; and
- b. Lessor gives its express written consent to such sublease or assignment prior to execution between Lessee and sub-lessee.

Consent of Lessor does not release or discharge Lessee from its obligations hereunder.

Sub-lessee shall provide insurance coverage as required by the Lessor naming the City of Moline and its agents and employees as additional insured. Sub-lessee shall also adhere and agree to all indemnification paragraphs identical to Lessee's as set forth in this lease. Lessee shall provide \$5.00 per participant of all sub-lease rental fees to Lessor. These fees are in addition to paragraph II, "RENT," of this lease. Lessee assumes responsibility for all actions of sub-lessee. Sub-leasing to organizations conducting services dissimilar to or not related to Lessee's shall not be allowed except by specific prior approval from Lessor.

VI. **LESSEE'S ACCEPTANCE, MAINTENANCE, AND SURRENDER OF PREMISES.** Lessee represents that Lessee has inspected and examined the demised Premises and accepts it in its present condition, and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Premises demised or any part thereof. Lessee agrees to keep said Premises safe and in good condition at all times during the term hereof. At the end or termination of the term hereby demised, Lessee covenants to surrender and deliver up the Premises in as good as condition as it now is, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted. Lessee further agrees to leave said Premises free from all nuisance and dangerous and defective conditions. Lessee's duty shall extend to maintaining athletic fields, turf, fencing, scoreboards, backstops, and related baseball structures.

VII. 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, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Lessor's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and 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.

VIII. INSURANCE COVERAGE. Lessee shall, throughout the term of this Lease 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 \$1,000,000.00 property damage, or \$1,000,000.00 per occurrence personal injury and property damage combined single limit;
- b. Have premises rented liability coverage with a minimum limit of \$1,000,000;
- c. Have medical payments general liability coverage limits of \$10,000.00;
- d. Name Lessor as an additional insured party;
- e. Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice in a form similar to that attached hereto as Exhibit B;
- f. 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, disaster, vandalism or theft;
- g. Each such policy of insurance shall contain a waiver of subrogation provision; and
- h. Shall extend to acts or occurrences occurring on the Premises which are related to Lessee's actions or business.

Certificates of all insurance coverage shall be delivered to Lessor seven (7) days prior to the Commencement Date and on an annual basis hereafter.

IX. PURPOSE OF PREMISES ALLOWED USE. Said Premises shall be used for the following purposes and for no other purpose whatsoever: all baseball activities, such as, practices,

league games, tournaments, and their support services of parking, concessions and restrooms. Any other uses shall be deemed a material breach of this lease, unless authorized in writing by Lessor prior to the actual use of the Premises in such manner. Lessee is granted the sole and exclusive rights to schedule, host, organize and permit baseball related events. Permission for any other organization, club, school, camp or individual to use these fields, other than a sub-lease, for any games, must be secured from Lessee first and approved second by the Moline Park and Recreation Board.

- X. **OBSERVANCE OF LAWS AND CODES.** The Premises shall not be used in any manner where the use would violate federal or state law, municipal ordinance or any rule or regulation enacted pursuant to any of the above. The Premises shall not be used in any way, which would increase the insurance coverage rates. Breach of the conditions in this Article shall be construed as a material breach of this lease. 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.
- XI. **MECHANICS LIENS.** Neither Lessee nor anyone claiming by, through, or under Lessee shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the Premises, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor shall at any time be or become entitled to any lien on the Premises, and for the further security of Lessor, Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, services, or labor.
- XII. **RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER.** In the event that the Premises in question are destroyed or rendered untenable by calamity, disaster or condemnation; the Lessor may immediately terminate this lease by serving written notice on Lessee. In lieu thereof, the Lessor may choose to repair. In the event that it is reasonably estimated that the repairs cannot be accomplished within four months, the Lessee shall have the right to terminate the lease upon delivery of a written notice to the Lessor. Rent shall abate during the time when the Premises are untenable. If only a portion of the leased Premises becomes untenable, rent shall abate only on that portion of the Premises. In the event of calamity, disaster, or condemnation, the Lessor shall have the right to demand that the Lessee advise in writing within thirty (30) days whether Lessee intends to terminate lease under the terms of this section.
- XIII. **UTILITIES.** The Lessor shall pay for the utilities used on Premises, including gas, electricity to concession stand, water, and sewage. Lessee shall pay costs associated with diamond lights for fields, Lessor to pay exterior perimeter lighting of the leased area. The failure of Lessee to pay any such utility shall be construed as a material breach of this lease.
- XIV. **TAXES.** Lessee shall pay any and all taxes levied and assessed, including any real estate taxes, upon the Premises, any personal property, buildings, fixtures and improvements belonging to

Lessor and located upon said demised Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

- XV. **DEFAULT.** In the event that Lessee shall be in default of any payment of any rent or in the performance of any terms or conditions herein, Lessor may terminate and end this lease, notwithstanding any other requirements for termination. Further, Lessor may enter upon said Premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof. In the event Lessor shall bring a legal action to enforce any of the terms hereof, or to obtain possession of said Premises by reason of any default of Lessee, Lessee agrees to pay Lessor all costs of such legal action, including reasonable attorney fees.
- XVI. **REMEDIES.** 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 Lease 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 Lease shall remain with the Premises and return to Lessor.
- XVII. **HOLDING OVER.** In the event that Lessee shall hold over and remain in possession of the demised Premises with the consent of the Lessor, such holding over shall be deemed to be from year to year only and not an extension of the lease for a similar term and upon all of the same rents, terms, covenants, and conditions as contained herein.
- XVIII. **OTHER AGREEMENT OF LESSEE.** Lessee agrees, in addition to all the terms and conditions of the Lease set forth above, as follows:
- a. To pay all reasonable costs, including reasonable attorney fees and other expenses, made and incurred by the Lessor in enforcing the terms of this lease;
  - b. To permit Lessor and its agents and employees without limitation to enter on the Premises or any part thereof, at all reasonable hours, for purpose of examining the same or making such repairs or alterations as may be necessary for the safety or preservation thereof;
  - c. That no representation as to the condition of repair thereof has been made by Lessor or its agent, prior to, or at the execution of, this lease other than is herein expressed

or endorsed hereon, and Lessee relies upon no representations other than those set forth herein in entering into this lease;

- d. Lessor shall have lien on all of the property of the Lessee used or situated on the demised Premises, to secure payment of the rent (and other indebtedness owing from Lessee to Lessor at any time during the existence of this lease) to become due under this lease, and in default of payment, may take possession of and sell such of said property as maybe sufficient to pay the delinquent rent or indebtedness;
- e. Lessor shall have the right to sell the Premises, provided notice or such contemplated sale shall be given in writing to the Lessee at least one hundred-eighty (180) days prior to the time fixed for vacation of the Premises by the Lessee, and provided that during such period, the Lessee shall have the option to buy the Premises at the price and on the terms of such contemplated sale. In the event of a sale of the Premises by the Lessor after such notice and the failure of the Lessee's option to purchase, Lessee agrees to vacate and give possession of the Premises within one hundred-eighty (180) days after written notice of sale, given by Lessor to Lessee;
- f. Lessor shall not be liable for injury to Lessee or damage to Lessee's property from failure to keep Premises in repair of from any act, omission or negligence of Lessee or other persons;
- g. not to commit or suffer any waste in or upon said Premises; and
- h. to comply strictly and literally with any and all rules, regulations and requirements that may be at any time imposed by virtue of any insurance policy, rules and regulations issued by the Moline Park and Recreation Board, and as all federal, state, and municipal laws, as set forth above

XIX. FAILURE TO INSIST ON STRICT PERFORMANCE NOT A WAIVER. Failure of the Lessor or Lessee to insist on the strict performance of the term, agreements and conditions herein contained or any part of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's or Lessee's right thereafter to enforce any such term, agreement or condition, but the same shall instead continue in full force and effect.

XX. NOTICE. 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:  
Moline Park and Recreation  
c/o Director  
3635 4<sup>th</sup> Avenue.  
Moline, Illinois 61265

Lessee:  
Moline Little League  
c/o Jack Burns, President  
PO Box 923  
Moline, IL 61266-0923

With a copy to:

City of Moline  
c/o City Attorney  
619 16<sup>th</sup> Street  
Moline, Illinois 61265

- c. 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.

XXI. **CHOICE OF LAW.** This lease shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this lease shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.

XXII. **GAME FIELDS, BUILDINGS AND PARKING LOT CONSTRUCTION.** Any new construction, additions, remodeling, improvements to existing structures, baseball fences, infields turfs and parking lots must be approved by Lessor in writing. All revisions or new construction shall become the property of the City of Moline upon termination of this lease. Moline Park and Recreation Board must approve, in writing, any improvements or changes to fields of a physical or structural nature. Any construction connected with utilities must be approved in advance by the Building Official and work must be completed by licensed and bonded contractors. Permits for any such construction work will be required. Lessor shall pave the parking lots and support roadway construction.

XXIII. **PERSONAL PROPERTY.** All personal property of the Lessee located on said Premises shall remain the property of Lessee under its sole and exclusive possession and control at all times during the period of this lease and any extension thereof, and said property shall remain the property of the Lessee, regardless of the termination of this lease.

XXIV. **MISCELLANEOUS.**

- a. This Lease 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 Lease 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 Lease are used for convenience of reference only and shall have no significance in construing the text of the Lease.
- d. Lessee guarantees the undersigned President of Moline Little League has the authority to execute this document on Lessee's behalf and bind Lessee to the terms and conditions of this Lease.

- e. The invalidity of any part of this Lease will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Lease 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.

**IN WITNESS WHEREOF**, the Lessor and Lessee hereunto set their hands and seals and have caused these presents to be signed.

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

**MOLINE LITTLE LEAGUE**  
(LESSEE)

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

By: \_\_\_\_\_  
Jack Burns, President

Attest:

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

Approved as to Form:

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

Exhibit A

MAP OF "PREMISES"



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Exhibit B

INSURANCE REQUIREMENTS

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

Certificate Holder should read: City of Moline

619 16<sup>th</sup> Street

Moline, Illinois 61265

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