

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

**6:30 p.m.**

**Tuesday, February 9, 2016**

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### **Questions on the Agenda**

#### **Agenda Items**

- 1. Water Tank Lease Amendment** (Chris Mathias, Property Management Coordinator)
- 2. Land Exchange with Federal Government** (Ray Forsythe, Planning and Development Director and Amy Keys, Deputy City Attorney)
- 3. Backstop & Dugout Project** (Lori Wilson, Parks Recreation Director)
- 4. Concession Lease** (Lori Wilson, Parks Recreation Director)
- 5. Paintball Lease** (Lori Wilson, Parks Recreation Director)
- 6. Inlet & Catch Basin** (Scott Hinton, City Engineer)
- 7. Goal Setting Contract Amendment** (Lew Steinbrecher, City Administrator)
- 8. Other**
- 9. Public Comment**

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# Explanation

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- 1. A Special Ordinance authorizing the Mayor and City Clerk to execute a First Amendment to Water Tank Lease Agreement with USCOC of Greater Iowa, LLC, for the wireless communications equipment at and on the City's elevated water tank site located at 1531 17<sup>th</sup> Avenue, Moline, Illinois.** (Chris Mathias, Property Management Coordinator)

**Explanation:** On September 2, 2003, the City of Moline (hereinafter "City") executed a Water Tank Lease Agreement with Davenport Cellular Telephone Company, a Delaware corporation, d/b/a U.S. Cellular Corporation (hereinafter "Davenport Cellular"), for its placement of antennae facilities on City premises located at 1531 17<sup>th</sup> Avenue, Moline, Illinois. Pursuant to said Lease, the City leased certain exterior space to Davenport Cellular for the attachment of up to twelve (12) antennae for cellular telephone service at this location. USCOC of Greater Iowa, LLC, a Delaware limited liability company (hereinafter "USCOC") is the successor in interest to Davenport Cellular. USCOC has requested to modify its equipment, and City staff is agreeable to this request. Execution of the First Amendment to Water Tank Lease Agreement by the City will allow USCOC to modify its equipment. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Documents to be recorded by Law Department  
**Goals Impacted:** A Great Place to Live

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- 2. A Special Ordinance declaring City-owned real estate as surplus; conveying the property to the United States of America; and accepting property from the United States of America in exchange.** (Ray Forsythe, Planning and Development Director and Amy Keys, Deputy City Attorney)

**Explanation:** The City of Moline and the United States of America ("USA"), acting by and through the Department of the Army, U.S. Army Engineer District, Louisville, have been working for many years to complete an exchange of land. The City executed an Exchange Agreement in 2003, agreeing to convey vacated right of way, located under the entrance/exit ramp to the Rock Island Arsenal at River Drive to the USA. In exchange, the USA agrees to convey two parcels of land, which are located on a portion of the Bass Street Landing area to the City. Declaring this City-owned real estate as surplus, authorizing its conveyance to the USA, and accepting the Bass Street Landing property will complete the City's agreement. A map depicting the location of the City-owned property to be conveyed and of the USA-owned property to be accepted is attached. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** Documents to be recorded by Law Department  
**Goals Impacted:** A Great Place to Live

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- 3. A Resolution authorizing the Parks Recreation Director to accept a proposal with Lovewell Fencing, Inc., Davenport, Iowa, in the amount of \$107,000 for the reconstruction of backstop/dugout #5 at Green Valley Sports Complex.** (Lori Wilson, Parks Recreation Director)

**Explanation:** A Request for Proposals (RFP) was issued on November 22, 2015, for qualified companies to provide a comprehensive plan of work and cost estimate required to reconstruct backstop/dugout #5 at the Green Valley Sports Complex. Proposals were accepted through December 15, 2015. One proposal was received and subsequently reviewed by the Parks Recreation Director, Park staff, and the members of the Moline Park Board, taking into consideration the price and plan of work set forth in the RFP. Lovewell Fencing, Inc's proposal meets the requirements of the RFP and is recommended as advantageous to the City and in the City's best interest. Park staff is requesting approval for the funding of \$107,000 for this project to come from the Tourism Fund 018-9903-418.08-50. The Park and Recreation Board supports the proposal and believes that this agreement will enhance services for residents and visitors utilizing the Green Valley Sports Complex. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted in account #018-9903-418.08-50  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities, A Great Place to Live

**4. A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with John Rogers DBA Roy's All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016.** (Lori Wilson, Parks Recreation Director)

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

**Staff Recommendation:** Approval  
**Fiscal Impact:** City of Moline will receive \$650.00 income for the period.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** A Great Place to Live

**5. 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.** (Lori Wilson, Parks Recreation Director)

**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 agreement shall run from April 1, 2016, through April 1, 2017. The Park and Recreation Board supports the agreement and believes that this agreement will enhance services for residents and visitors as there are currently no similar services offered in the area. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** City of Moline will receive \$400.00 income for the lease term.  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Upgrade City Infrastructure & Facilities, A Great Place to Live

**6. A Resolution authorizing the Mayor and City Clerk to execute a Contract with Walter D. Laud, Inc. for Project #1242, 2016 Inlet and Catch Basin Replacement Program, in the amount of \$147,820.30.** (Scott Hinton, City Engineer)

**Explanation:** Bids were opened and publicly read on February 2, 2016, for Project #1242 with the following results:

\$147,820.30	Walter D. Laud, Inc.
\$148,065.30	Centennial Contractors of the Quad Cities, Inc.
\$171,780.00	Valley Construction Company

Walter D. Laud, Inc. submitted the lowest responsible and responsive bid. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID
CIF/Water/WPC		
Storm	\$150,000.00	\$147,820.30

**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy, Upgrade City Infrastructure & Facilities

**7. A Resolution Authorizing the Mayor and City Clerk to execute an amended Agreement for Professional Services between the City of Moline and Lyle Sumek for Strategic Planning and Goal Setting.** (Lew Steinbrecher, City Administrator)

**Explanation:** Per Council direction, the Administration contacted Lyle Sumek to ascertain whether or not he could include measureables in the Moline City Council goal setting, and if so, at what additional cost to the City. Lyle Sumek indicates that he could include measureables in the City Council priorities and routinely does so with several of his municipal clients. He further indicated that his cost for this service would increase from \$14,500 to a sum not to exceed \$22,000 and would entail a third evening work session with the City Council (most likely Thursday, May 19, 2016). The Administration seeks City Council's direction on which scope of services and what fee for services it wishes to engage with Lyle Sumek for the Council Goal Setting process this year.

<b>Staff Recommendation:</b>	Seeking Direction from Council
<b>Fiscal Impact:</b>	\$14,500 is budgeted expense in #010-0111-411.03-22. Additional funds required would come from General Fund Contingencies
<b>Public Notice/Recording:</b>	N/A
<b>Goals Impacted:</b>	Strong Local Economy, Upgrade City Infrastructure & Facilities A Great Place to Live, Financially Strong City

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**FIRST AMENDMENT to  
WATER TANK LEASE AGREEMENT**

This First Amendment to Water Tank Lease Agreement (“Amendment”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, modifies that certain Water Tank Lease Agreement dated April 20, 2006 (the “Lease”) by and between The City of Moline, Moline, Illinois having an address at City Hall 619 16<sup>th</sup> Street, Moline, Illinois 61265 (“Lessor”) and USCOC of Greater Iowa, LLC, a Delaware limited liability company, as successor in interest to Davenport Cellular Telephone Company, Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631 (“Lessee”).

WHEREAS, pursuant to the Lease, Lessor has leased to Lessee certain attachment locations on Lessor’s Water Tower for Tenant’s cellular common carrier mobile radio station operations (the “Site”) located at 1531 17<sup>th</sup> Avenue, Moline, Rock Island County, State of Illinois; and

WHEREAS, the Lessee is looking to modify its equipment and the Lessor is agreeable to Lessee’s request.

NOW, THEREFORE, in consideration of the terms of the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Lessor and Lessee agree as follows:

I. Lease Exhibit A is modified to the following extent:

The following pages in Exhibit A are hereby deleted from the Lease:

- Page A-1
- Page A-2
- Page A-3
- Page A-4

The following pages attached to this Amendment will be incorporated and made a part of the Lease:

- New Page A-1
- New Page A-2
- Page A-5
- Page C-1
- Page C-2
- Page C-3
- Page N-1

II. Except as amended herein, all other terms of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment as of the last signature date below.

LESSOR:  
The City of Moline

By: \_\_\_\_\_  
Scott Raes, Mayor of the City of Moline

Attest: \_\_\_\_\_ (seal)  
Tracy A. Koranda, City Clerk

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

Approved as to Form:

\_\_\_\_\_  
Maureen E. Riggs, City Attorney

LESSEE:  
USCOC of Greater Iowa, LLC

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

Printed: \_\_\_\_\_

Title: Vice President

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

STATE OF ILLINOIS )  
 )  
COUNTY OF ROCK ISLAND )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott Raes, Mayor, and Tracy A. Koranda, City Clerk, to me known, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Moline, that said instrument was signed on behalf of said City of Moline, an Illinois municipal corporation, by authority of its Articles of Organization; and that the said Scott Raes, as Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him voluntarily executed.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, Vice President for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing First Amendment to Water Tank Lease Agreement appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

EUPEN HYBRID CABLE LENGTH	
QUANTITY FROM SHELTER RAYCAP SPD	1
LENGTH FROM SHELTER RAYCAP SPD TO COAX PORT	25 FT
LENGTH FROM COAX PORT TO TOWER PENETRATION	18 FT
LENGTH FROM TOWER PEN. TO TOWER TOP RAYCAP SPD	164 FT
TOTAL LENGTH OF HYBRID CABLE	207 FT
ROUNDED LENGTH **	220 FT

HYBRID JUMPER CABLE INFO		
	RAYCAP TO RRU	
ALPHA SECTOR	16 FT	4.877 m
BETA SECTOR	20 FT	6.096 m
GAMMA SECTOR	20 FT	6.096 m

\* PREFERRED JUMPER LENGTH OF 16'  
 \* MAXIMUM JUMPER LENGTH OF 20'  
 \* JUMPER LENGTH UP TO 60' WITH U.S.C.C. APPROVAL

COAX JUMPER CABLE INFO	
	RRU TO PROPOSED ANTENNA
ALPHA SECTOR	10 FT
BETA SECTOR	10 FT
GAMMA SECTOR	10 FT

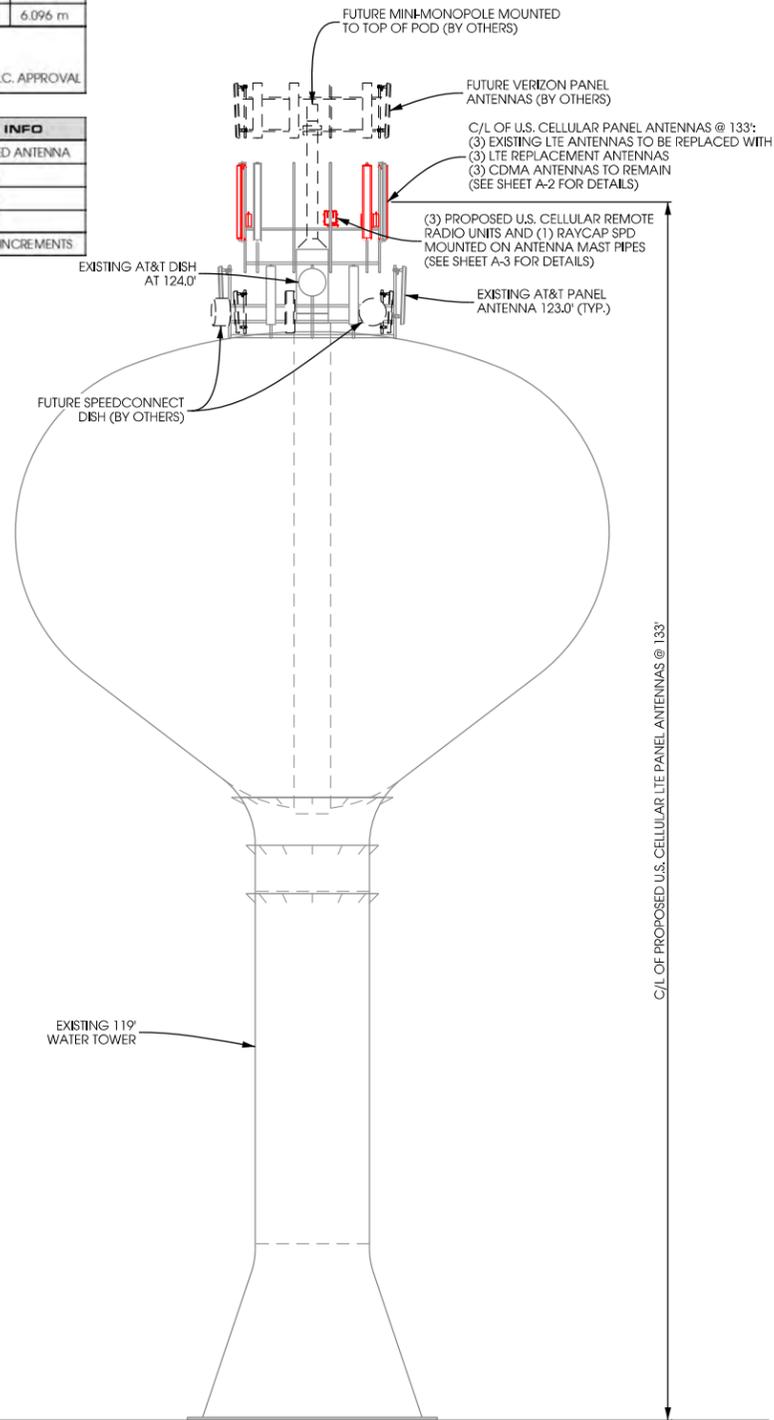
COAX JUMPERS TO BE ROUNDED TO 5' INCREMENTS

**NOTES:**

CONTRACTOR TO VERIFY HEIGHT AND DIRECTION OF ANTENNAS WITH PROJECT MANAGER.

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

REFER TO STRUCTURAL ANALYSIS AS IDENTIFIED ON PAGE T-1. CONTRACTOR TO THOROUGHLY REVIEW THE STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO UPGRADES, MOUNTING TYPES, ANTENNA HEIGHTS, AND COAX/HYBRID ROUTING. ANY DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND STRUCTURE PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.



**A TOWER PROFILE (NORTH ELEVATION)**

SCALE: 11" x 17" - 1" = 20'-0"  
 22" x 34" - 1" = 10'-0"



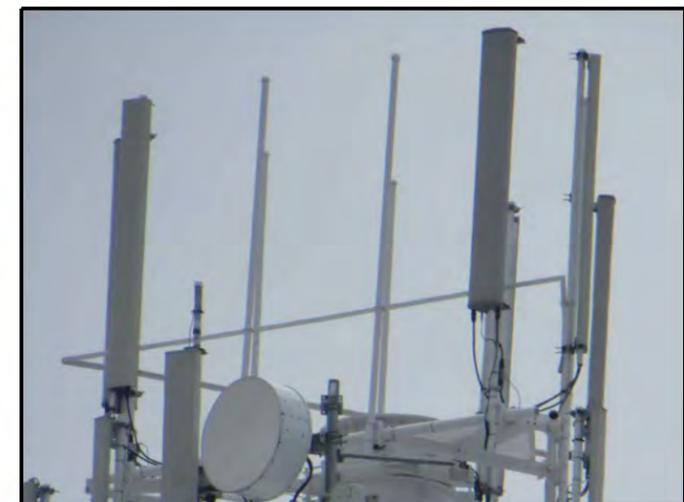
**B TOWER ELEVATION**



**C U.S. CELLULAR ALPHA SECTOR PANEL ANTENNAS**



**D U.S. CELLULAR BETA SECTOR PANEL ANTENNAS**



**E U.S. CELLULAR GAMMA SECTOR PANEL ANTENNAS**

**SITE ELEVATION**  
**174 MOLINE WT [276358]**  
**MOLINE, ILLINOIS**

SHEET TITLE:

ISSUE DATE:	INI:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM

REVISIONS:	

CHECKED BY:	MRM
PLOT DATE:	1/5/2016
PROJECT #:	13111
FILE NAME:	A-1.dgn

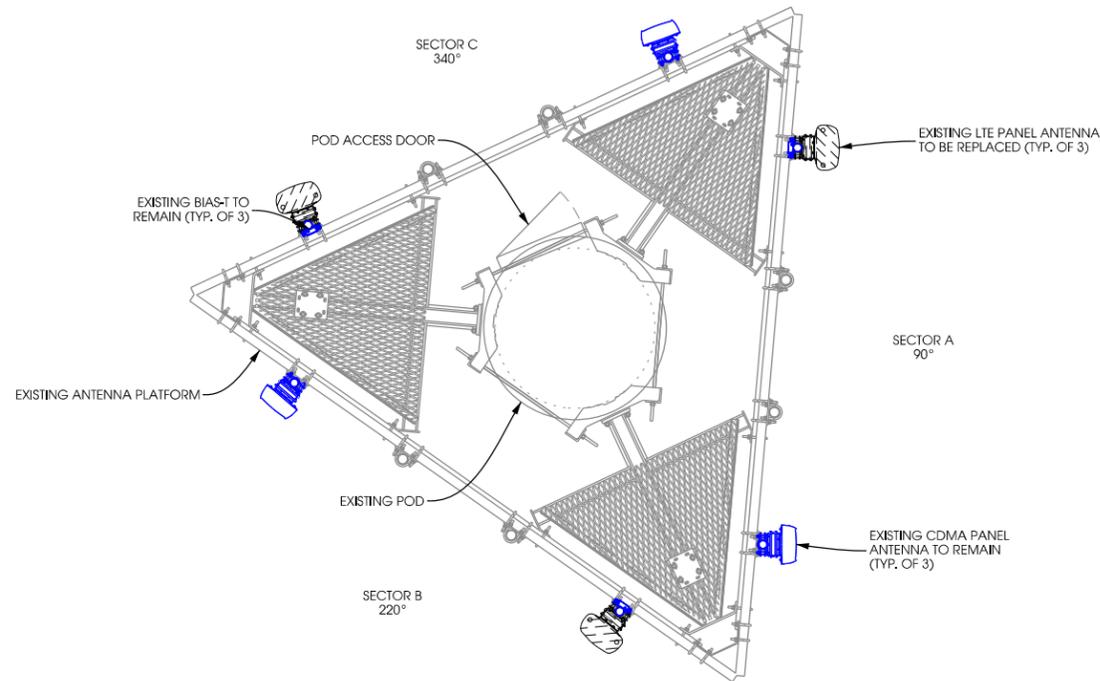
SHEET NUMBER:  
**A-1**

**ANTENNA LEGEND:**

-  EXISTING LTE PANEL ANTENNA TO BE REMOVED
-  EXISTING CDMA ANTENNA TO REMAIN
-  EXISTING BIAS-T TO REMAIN

**NOTE:**

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH



Current Loading																				
Sector	Ant ID	Antenna Model	Ant. Qty	Antennas				Cable				Tower Top Related Equipment				Notes or Other Tower Top Equipment				
				Rad Qtr.	Azm	Mech Tilt	RET Tilt	Radome Notes	Tech	Band	Cable Type	Coax Size	Cable Qty	Cable Length	Top Bias-T		TMA	RRU	Raycap Box	Other
Alpha	1	800 10306	1	120	90	0	5	Dedicated	CDMA	B5	Coax	7/8"	2	160					(1) Horizon RET Cable	
Alpha	2	AM-X-CW-18-65-00T-RET	1	120	90	0	6	Dedicated	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Alpha	3																			
Beta	4	800 10306	1	120	220	2	6	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Beta	5	AM-X-CW-18-65-00T-RET	1	120	220	0	6	Dedicated	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Beta	6																			
Gamma	7	800 10306	1	120	340	2	7	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Gamma	8	AM-X-CW-18-65-00T-RET	1	120	340	0	7	Dedicated	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Gamma	9																			
<b>Total</b>			<b>6</b>								<b>Total</b>	<b>12</b>			<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>Total</b>

PER U.S. CELLULAR eSIP DATED 05/27/2015 PROVIDED BY OTHERS

**A**

**EXISTING ANTENNA ASSIGNMENT**

SCALE: 11" x 17" - 1/4" = 1'-0"  
22" x 34" - 1/2" = 1'-0"

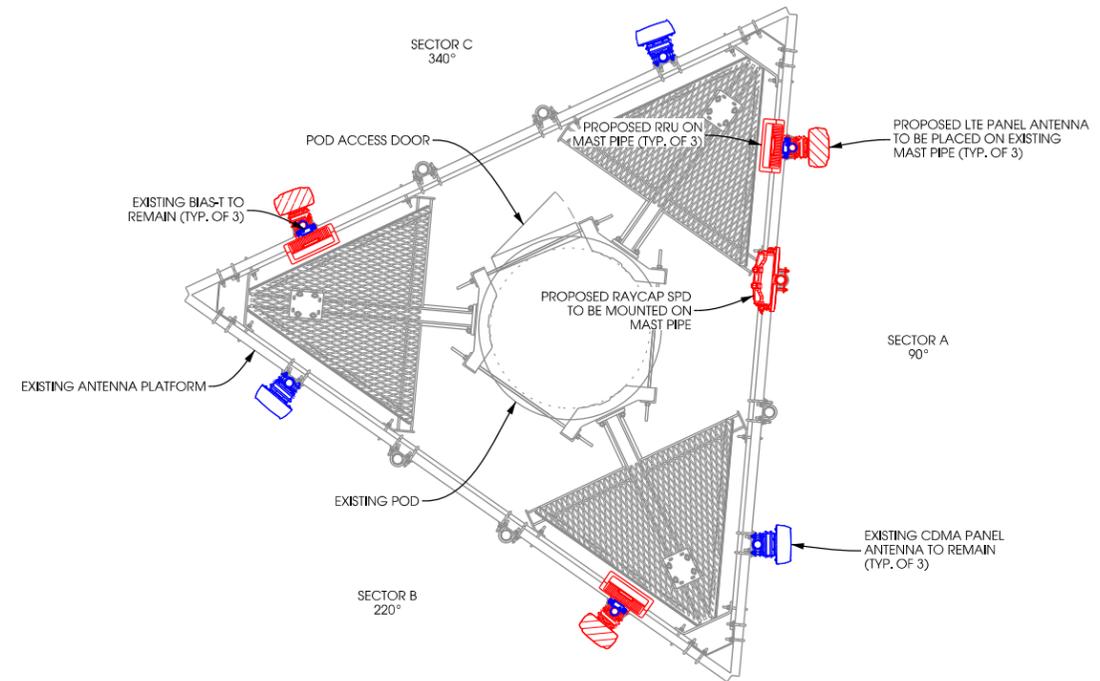
SEE A-4 FOR COLOR CODING

**ANTENNA LEGEND:**

-  PROPOSED ANTENNA TO BE INSTALLED
-  PROPOSED RRU TO BE INSTALLED
-  PROPOSED RAYCAP SPD TO BE INSTALLED
-  EXISTING CDMA ANTENNA TO REMAIN
-  EXISTING BIAS-T UNIT TO REMAIN

**NOTE:**

ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH  
RRU SUPPORT KIT TO BE PROVIDED BY U.S. CELLULAR  
COMPACT TOWER MOUNT TO BE PROVIDED BY CONTRACTOR  
REPLACEMENT OF EXISTING BIAS-T UNIT MAY BE REQUIRED.  
CONTRACTOR TO VERIFY BIAS-T SCOPE WITH FINAL RF ORDER.



Proposed Loading																				
Sector	Ant ID	Antenna Model	Ant. Qty	Antennas				Cable				Tower Top Related Equipment				Notes or Other Tower Top Equipment				
				Rad Qtr.	Azm	Mech Tilt	RET Tilt	Radome Notes	Tech	Band	Cable Type	Coax Size	Cable Qty	Cable Length	Top Bias-T		TMA	RRU	Raycap Box	Other
Alpha	1	800 10306	1	120	90	0	5	Dedicated	CDMA	B5	Coax	7/8"	2	160					(1) Horizon RET Cable	
Alpha	2	800 10766	1	120	90	0	6	Shared	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Alpha	3							Shared	LTE	B2	Hybrid 6x12	Hybrid 1-1/4"	1	TBD			1	1	Ericsson RRUS-11	
Beta	4	800 10306	1	120	220	2	6	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Beta	5	800 10766	1	120	220	0	6	Shared	LTE	B5/B12	Coax	7/8"	2	160				1	Ericsson RRU	
Beta	6							Shared	LTE	B2								1	Ericsson RRUS-11	
Gamma	7	800 10306	1	120	340	2	7	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Gamma	8	800 10766	1	120	340	0	7	Shared	LTE	B5/B12	Coax	7/8"	2	160				1	Ericsson RRU	
Gamma	9							Shared	LTE	B2								1	Ericsson RRUS-11	
<b>Total</b>			<b>6</b>								<b>Total</b>	<b>13</b>			<b>3</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>Total</b>

PER U.S. CELLULAR eSIP DATED 05/27/2015 PROVIDED BY OTHERS

**B**

**PROPOSED ANTENNA ASSIGNMENT**

SCALE: 11" x 17" - 1/4" = 1'-0"  
22" x 34" - 1/2" = 1'-0"

SEE A-4 FOR COLOR CODING

**Edge Consulting Engineers, Inc.**  
624 Water Street  
Profile du Soc. WI 53578  
608.644.1449 voice  
608.644.1549 fax  
www.edgeconsulting.com

**ANTENNA ASSIGNMENT**  
**174 MOLINE WT [276358]**  
**MOLINE, ILLINOIS**

SHEET TITLE:

ISSUE DATE:	INT:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM

REVISIONS:


CHECKED BY: MRM

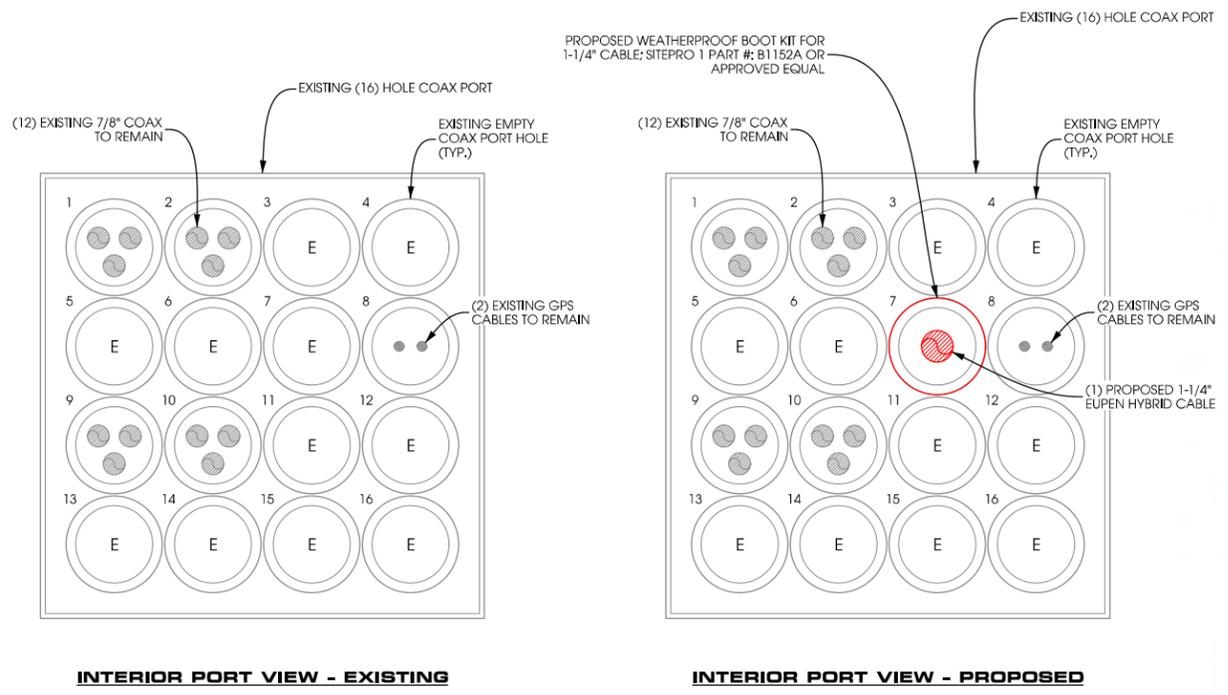
PLOT DATE: 1/5/2016

PROJECT #: 13111

FILE NAME: A-2.dgn

SHEET NUMBER: **A-2**

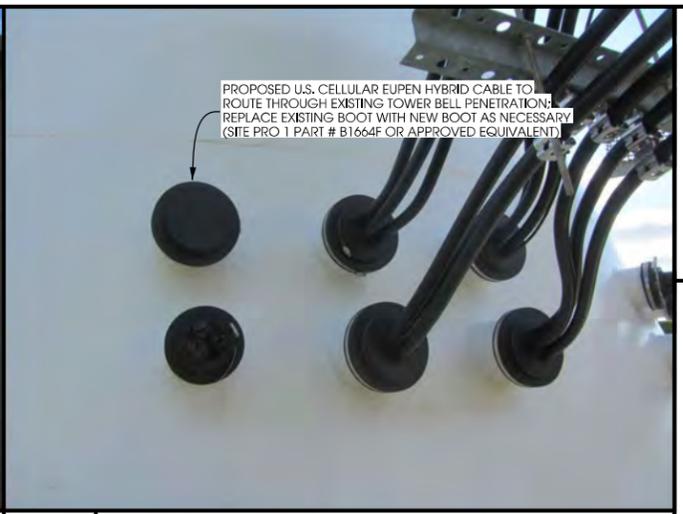
- COAX LEGEND:**
- = EXISTING 7/8" U.S. CELLULAR COAX (TO REMAIN)
  - = EXISTING EW90 (TO REMAIN)
  - = PROPOSED U.S. CELLULAR HYBRID CABLE
  - = EXISTING 7/8" U.S. CELLULAR COAX (TO BE REMOVED)
  - = EXISTING EW63 (TO REMAIN)
  - = EXISTING 1-5/8" U.S. CELLULAR COAX (TO REMAIN)
  - = EXISTING GPS CABLE (TO REMAIN)
  - = EXISTING GPS CABLE (TO BE REMOVED)
  - = EXISTING 1-5/8" U.S. CELLULAR COAX (TO BE REMOVED)
  - = OPEN COAX PORT HOLE



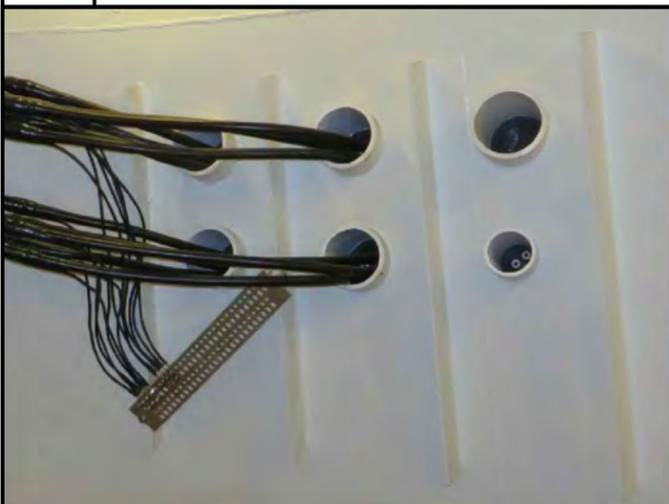
**A COAX PORT LAYOUT - SHELTER INTERIOR**  
SCALE: NTS



**D EXISTING ICE BRIDGE PROFILE**



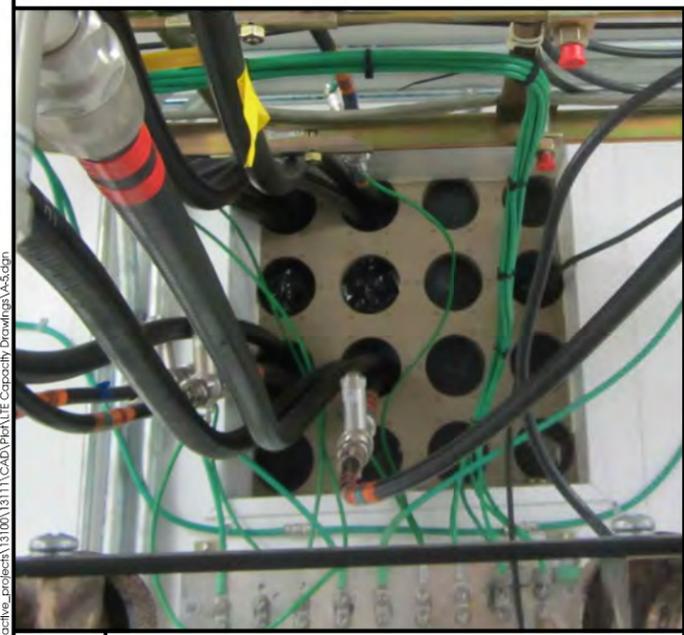
**E EXISTING TOWER BELL PENETRATIONS**



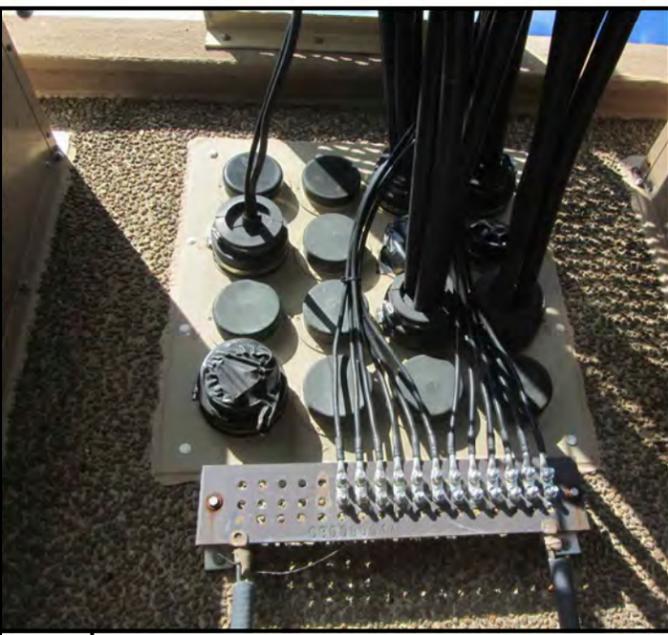
**F EXISTING LOWER TOWER GROUND BAR**



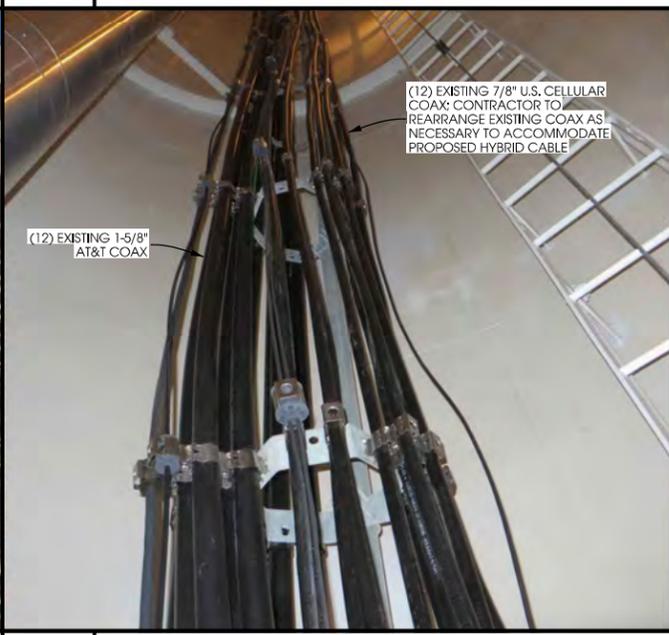
**G EXISTING COAX ROUTING UP TOWER BELL**



**B COAX PORT LAYOUT - SHELTER INTERIOR**



**C EXISTING EXTERIOR SHELTER GROUND BAR**



**H EXISTING COAX ROUTING UP TOWER SHAFT**



**I EXISTING COAX ROUTING UP ACCESS TUBE**

SHEET TITLE:

ISSUE DATE:	INI:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM
REVISIONS:	
CHECKED BY:	
MRM	
PLOT DATE:	
1/5/2016	
PROJECT #:	
13111	
FILE NAME:	
A-5.dgn	



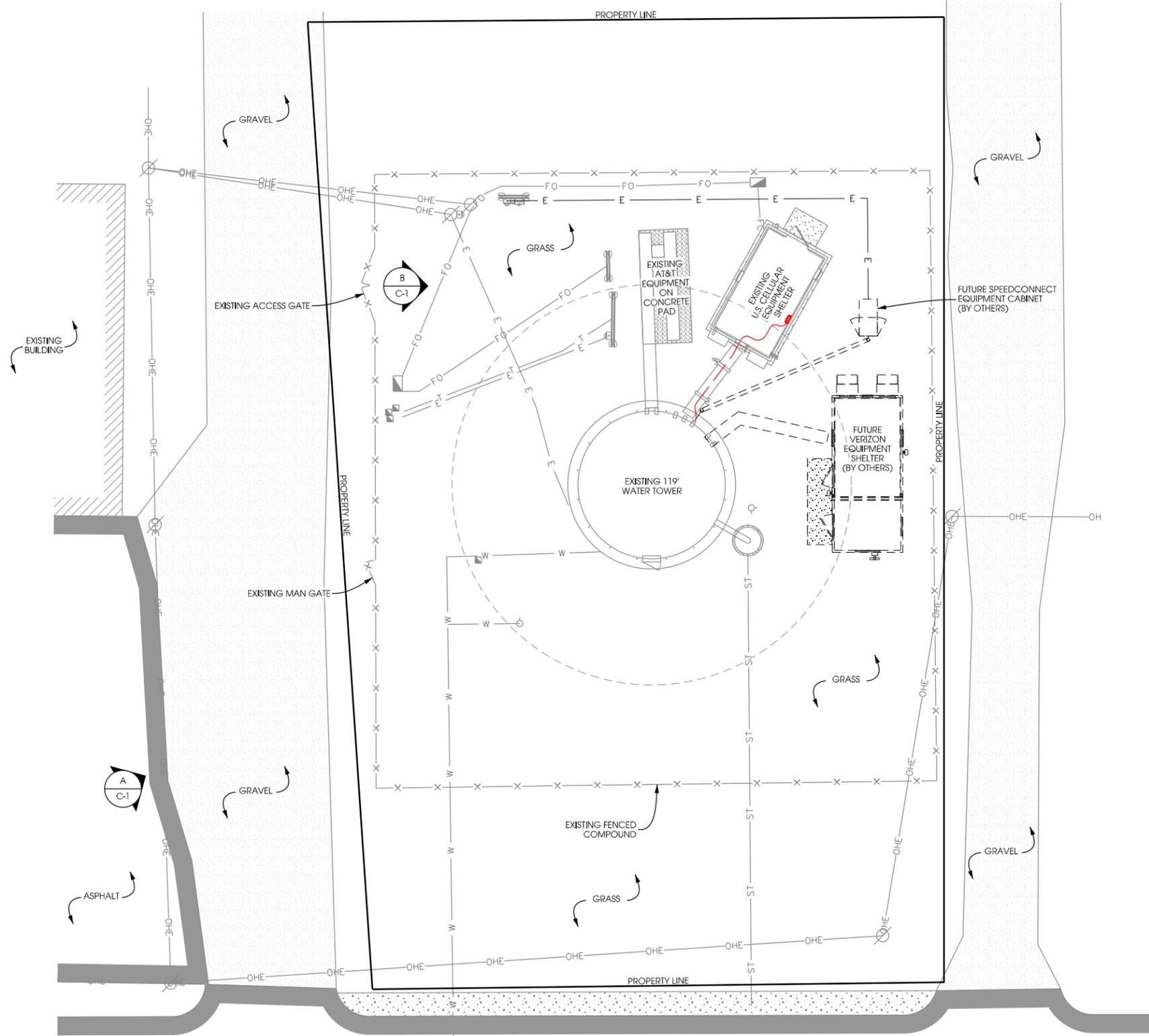
**BIRD'S EYE AERIAL OVERVIEW**



**A** **SITE OVERVIEW  
[LOOKING NORTHEAST]**



**B** **COMPOUND OVERVIEW  
[LOOKING EAST]**



**17TH AVENUE**



**SITE PLAN**  
**174 MOLINE WT [276358]**  
**MOLINE, ILLINOIS**

SHEET TITLE:

ISSUE DATE:	INT:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM

REVISIONS:


CHECKED BY:

MRM

PLOT DATE:

1/5/2016

PROJECT #:

13111

FILE NAME:

C-1.dgn

SHEET NUMBER:

**C-1**

NOTE:  
NO SURVEY PROVIDED. SITE LAYOUT BASED ON PHOTOS AND FIELD MEASUREMENTS.

SCALE: 11" x 17" - 1" = 20'  
22" x 34" - 1" = 10'

\\edp\proj\2016\active\_projects\13100\13111\CAD\Plot\IE\_Compound\_Drawing\C-1.dgn





**ANTENNA & COAXIAL/HYBRID CABLE INSTALLATION**

**I. SCOPE:**

THIS SECTION COVERS THE SPECIFICATIONS FOR ANTENNA AND COAXIAL/HYBRID CABLE INSTALLATION. THE AREAS OF FOCUS ARE THE INSTALLATION OF: ANTENNAS, COAXIAL/HYBRID CONNECTIONS, AND ICE BRIDGE. BEND ON TOWER GROUND BAR; AND ON BUILDING GROUND BAR BEFORE ENTRY INTO WAVEGUIDE PORTS. 4" CABLE BOOTS

**II. ANTENNAS:**

**A:** ANTENNAS SHALL BE PLUMB AND INSTALLED SO THAT ENTIRE WHIP EXTENDS ABOVE VERTICAL PIPE MOUNT. DIRECTIONAL ANTENNAS SHALL BE ORIENTED TO PROPER AZIMUTH, PROVIDED ON THE RF SPECIFICATION SHEET. NOTE: THE ANTENNA MAY BE ORIENTED USING THE REFLECTOR AS THE REFERENCE, ADJUSTING ITS AZIMUTH 180 DEGREES FROM MAXIMUM ANTENNA RADIATION.

**B:** MICROWAVE ANTENNAS (DISHS) SHALL BE ASSEMBLED PER MANUFACTURER'S DRAWINGS. STIFF ARMS AND RADOMES SHALL BE INSTALLED WITH POLARIZATION PROVIDED BY RF SPECIFICATION SHEET. IF PATH IS NOT READY TO ALIGN, DISH SHOULD BE POINTED TOWARD CALCULATED AZIMUTH, OR DIRECTION OF FIELD STAKE DENOTING OPPOSITE END. TWO STIFF ARMS SHALL BE PROVIDED FOR MICROWAVE DISHS 6'-0" IN DIAMETER AND GREATER.

**C:** A TRANSIT SHALL BE USED TO PROPERLY ALIGN CELLULAR AND MICROWAVE ANTENNAS.

**III. HYBRID/COAXIAL/HYBRID CABLE:**

**A:** COAXIAL/HYBRID CABLE SHALL BE SUPPORTED WITH SNAP IN HANGERS. SNAP IN HANGERS SHOULD BE USED EVERY 3 FEET THE ENTIRE HEIGHT OF TOWER. ANGLE ADAPTERS OR ROUND MEMBER ADAPTERS WITH BUTTERFLY CLAMPS SHALL BE USED ELSEWHERE, I.E. SIDEARMS, PLATFORMS, AND MICROWAVE MOUNTS.

**B:** COAXIAL/HYBRID CABLE SHALL ALSO BE SUPPORTED WITH HOISTING GRIPS, INSTALLED AT MAXIMUM INTERVALS OF 200 FEET. HOISTING GRIPS SHALL BE ATTACHED WITH SHACKLES, BOLTED IN THE 7/16" HOLE OF WAVEGUIDE LADDER.

**C:** ALL JUMPERS USED BETWEEN COAXIAL/HYBRID CABLE AND ANTENNA SHALL BE SUPPORTED WITHIN 18 INCHES OF ANTENNA, USING BUTTERFLY CLAMPS WITH ANGLE ADAPTERS OR ROUND MEMBER ADAPTERS AROUND PIPES. CELLULAR ANTENNAS TYPICALLY USE 6' JUMPERS; MICROWAVE DISHS USE 3' JUMPERS.

**D:** COAXIAL/HYBRID CABLE SHALL BE NEATLY BENT WHEN REQUIRED, USING A MINIMUM BENDING RADIUS OF 10 TIMES THE DIAMETER OF THE COAXIAL/HYBRID CABLE. DRIP LOOPS SHOULD BEGIN AT THE ICE BRIDGE. THE BEND IN THE COAXIAL/HYBRID CABLE SHOULD BE AT A LOWER HEIGHT THAN THE ENTRY PORT.

**E:** COAXIAL/HYBRID CABLE SHALL BE SUPPORTED WITH SNAP IN HANGERS ON THE WAVEGUIDE LADDER UNDER ICE BRIDGE. COAXIAL/HYBRID CABLE SHOULD BE NEATLY CUT 16" INSIDE BUILDING AND TERMINATED AT THE QUARTER WAVE SHORTS.

**F:** CONNECTORS WILL NORMALLY BE PROVIDED FIRST OFF REEL FROM FACTORY. CONNECTORS TERMINATED IN BUILDING SHALL BE NEATLY INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

**G:** OPENINGS #1, #2, AND #3 SHOULD BE USED FOR THE X SECTOR; OPENINGS #5, #6, AND #7 SHOULD BE USED FOR THE Y SECTOR; OPENINGS #9, #10, AND #11 SHOULD BE USED FOR THE Z SECTOR. OPENINGS #4, #8, AND #12 SHOULD BE RESERVED FOR MICROWAVE WAVEGUIDE.

**H:** COAXIAL/HYBRID CABLES SHOULD BE LABELED WITH TAGS INSIDE THE BUILDING.

SECTOR INDICATOR - PRIMARY COLORS  
USE 2" WIDE COLORED TAPE TO INDICATE SECTORS  
X SECTOR FOR SECTORED SITE: BROWN  
Y SECTOR FOR SECTORED SITE: VIOLET  
Z SECTOR FOR SECTORED SITE: ORANGE  
FUNCTION INDICATOR - SECONDARY COLORS  
USE 1" WIDE COLORED TAPE TO INDICATE FUNCTION.  
RX1: YELLOW RX2: GREEN TX1: RED TX2: WHITE TX3: BLUE

**I:** ALL EXCEPTIONS NEED TO BE VERIFIED WITH THE PROJECT MANAGER.

**IV. CONNECTORS:**

**A:** ALL CONNECTIONS, AND GROUNDING KITS SHALL BE WEATHER PROOFED USING COLD SHRINK OR ANDREW APPROVED WEATHER STRIPPING. NOTE: NO PORTION OF CONNECTOR SHALL BE EXPOSED TO THE ELEMENTS.

**B:** COAXIAL/HYBRID CABLE SHALL BE GROUNDED USING GROUNDING KITS AT THE TOP, BELOW THE BEND; BOTTOM, ABOVE THE SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

**C:** GROUNDING KITS SHALL BE NEATLY INSTALLED SO THAT THE JUMPER RUNS IN THE SAME DIRECTION AS THE COAXIAL/HYBRID AND GROUND BAR. JUMPER WIRE SHOULD RUN IN A DIRECT PATH TO THE GROUND BAR/TOWER LADDER, BUT HAVE ADEQUATE SLACK FOR EXPANSION, CONTRACTION, AND REPAIR. NON-OXID GREASE SHOULD BE APPLIED BETWEEN LUG AND BAR/TOWER.

**D:** TOWER GROUND BAR SHALL BE INSTALLED ON THE ANGLE BEHIND THE FIRST DIAGONAL WAVEGUIDE LADDER RUNG, ABOVE 8'6".

**V. ICE BRIDGE:**

**A:** ICE BRIDGE SHALL BE ATTACHED AT ONE END WITH BOLTS, TO THE ANGLE ON THE BUILDING, ABOVE THE WAVEGUIDE PORTS. SINCE THE ANGLE (28") IS TYPICALLY WIDER THAN THE ICE BRIDGE (24"), THE BRIDGE SHOULD BE CENTERED SO THAT IT COVERS THE WAVEGUIDE PORT ENTRY WHICH IS 24" WIDE. THE OPPOSITE END OF BRIDGE SHOULD BE 6" FROM TOWER FACE. IF FIELD CUT, IT SHOULD BE FILED SMOOTH AND COLD GALVANIZED.

**B:** IF BRIDGE IS SUPPORTED BY VERTICAL PIPES, THEY SHOULD BE CUT EVENLY AND CAPPED, APPROXIMATELY 18" ABOVE ICE BRIDGE.

**C:** 2 TIER WAVEGUIDE LADDER SHALL BE INSTALLED UNDER ICE BRIDGE PROPERLY SUPPORTED PER TOWER MANUFACTURER'S DRAWINGS.

**ANTENNA INSTALLATION NOTES**

**GROUNDING SYSTEM NOTES**

**I. SCOPE:**

THIS SECTION COVERS THE SPECIFICATIONS FOR CELL SITE GROUNDING. THE AREAS OF FOCUS ARE: TOWER, BUILDING, AND INSTALLATION METHODS.

**2. GENERAL:**

**2.1** ALL GROUND RODS SHALL BE 5/8" COPPER CLAD STEEL 10 FT. LONG. GROUND RODS SHALL BE EQUALLY SPACED AT 10 FT. INTERVALS. REFER TO SITE GROUNDING PLAN FOR DETAILS AND PLACEMENT WITH GROUNDING.

**2.2** GROUNDING A SYSTEM SHALL BE MEGGAR TESTED TO ASSURE SATISFYING 5 OHMS OR LESS RESISTANCE.

**2.3** ALL CADWELD CONNECTIONS TO GALVANIZED MATERIAL SHALL BE PROPERLY PREPARED TO ASSURE A SATISFACTORY CADWELD. THE CADWELD CONNECTION SHALL BE COATED WITH A COLD GALVANIZING SPRAY.

**2.4** CONTRACTOR SHALL PROVIDE PHOTO DOCUMENTATION OF THE GROUND SYSTEM BY PROVIDING A CD TO US CELLULAR. REQUIRED PHOTOS SHALL INCLUDE:  
• ALL BUSS BARS AND COAX GROUND CONNECTIONS.  
• TOWER COUNTERPOISE.  
• BUILDING COUNTERPOISE.  
• CONNECTIONS TO POWER, TELCO, A.C., FENCING AND ICE BRIDGE.  
• CONNECTIONS TO POWER, TELCO, A.C., FENCING AND ICE BRIDGE.

**2.5** CONTRACTOR SHALL PROVIDE AS-BUILT PLANS SHOWING LOCATION AND DIMENSIONS OF BELOW GRADE GROUNDING FEATURES.

**3. INSTALLATION:**

**3.1** ALL EXTERIOR ABOVE AND BELOW GROUND CONNECTIONS SHALL BE CADWELD. NO ALUMINUM CONNECTORS SHALL BE USED UNLESS SPECIFIED OTHERWISE ON PLANS.

**3.2** NO RIGHT-ANGLE CADWELD CONNECTION (OTHER THAN GROUND RODS TO GROUND RING CONNECTION) SHALL BE USED. ALL WIRE-TO-WIRE CONNECTIONS SHALL UTILIZE "Y-TYPE" CONNECTIONS.

**3.3** ALL VERTICAL JUMPERS SHALL NOT BE WELDED WITHIN TWO (2) FT. OF THE GROUND ROD.

**3.4** KOPR SHIELD REQUIRED FOR ALL MECHANICAL CONNECTIONS.

**3.5** ALL CADWELDS FINISHED WITH COLD GALVANIZED SHIELD.

**4. TOWER:**

**4.1** A #2 SOLID BARE COPPER WIRE SHALL BE BURIED A MINIMUM FOUR (4) FT. UNDERGROUND AND ENIRCLE TOWER FOUNDATION TWO (2) FT. FROM THE FOUNDATION. THIS GROUNDING SYSTEM SHALL BE CONNECTED TO THE BUILDING GROUND RING IN TWO (2) PLACES USING CADWELD CONNECTIONS. SUCH CONNECTIONS SHALL BE "Y-TYPE" CADWELD CONNECTIONS.

**4.2** THREE (3) #2 SOLID BARE COPPER WIRES SHALL BE RUN FROM THE TOWER GROUND RING TO THE TOWER. THESE WIRES SHALL BE CONNECTED TO THE TOWER USING A CADWELD CONNECTION. NO SHARP BENDS SHALL BE PLACED IN THESE GROUND LEADS.

**4.3** GROUND SYSTEM SHALL INCLUDE THE INSTALLATION OF AN ISOLATED LIGHTNING ROD AT THE TOP OF THE TOWER ABOVE THE HIGHEST ANTENNA. A #2 INSULATED COPPER WIRE SHALL BE CONNECTED TO THE TOWER LIGHTNING ROD USING AN APPROVED MECHANICAL CONNECTOR, OR CADWELDED, TO TOWER STEEL.

**5. BUILDING:**

**5.1** A #2 SOLID BARE COPPER WIRE SHALL BE BURIED A MINIMUM OF FOUR (4) FT. UNDERGROUND AND ENIRCLE BUILDING FOUNDATION TWO (2) FEET FROM THE FOUNDATION. GROUND RING CORNERS SHALL BE INSTALLED WITH A MINIMUM TWO FOOT RADIUS (NO SHARP RIGHT ANGLE BENDS).

**5.2** A #2 SOLID BARE COPPER WIRE SHALL BE INSTALLED FROM THE BUILDING GROUND RING AND CONNECTED TO THE COPPER BUS BAR LOCATED ON THE OUTSIDE OF BUILDING UNDER THE WAVEGUIDE PORT WITH A MINIMUM NINE (9) INCHES RADIUS. A "Y-TYPE" OR "PARALLEL-TYPE" CADWELD CONNECTION SHALL BE USED FOR ALL CONNECTIONS TO THE GROUND RING.

**5.3** ONE (1) ADDITIONAL #2 SOLID BARE GROUND WIRE LEAD SHALL BE INSTALLED DIRECTLY BELOW THE ELECTRICAL SERVICE ENTRANCE PORT (GROUND LUG ON THE MAIN DISCONNECT INSIDE THE BUILDING). THIS WIRE SHALL BE CONNECTED TO THE BUILDING GROUND RING USING "Y-TYPE" CADWELD CONNECTION.

**5.4** ONE (1) ADDITIONAL #2 SOLID BARE COPPER GROUND WIRE LEAD SHALL BE INSTALLED DIRECTLY BELOW EACH HVAC UNIT.

**6. FENCING:**

**6.1** A #2 SOLID BARE COPPER GROUND WIRE SHALL BE INSTALLED FROM THE FENCE CORNER POSTS TO THE GROUND RING AND SHALL BE BURIED A MINIMUM FOUR (4) FT. UNDERGROUND. THESE RUNS SHALL INCLUDE GROUND RODS EQUALLY SPACED AT 10 FT. INTERVALS. THESE RUNS SHALL BE BROUGHT ABOVE GROUND LEVEL AND SUPPORTED ABOVE GROUND WITH TEMPORARY POSTS UNTIL PERMANENT FENCING IS INSTALLED. GROUND WIRE SHALL BE CONNECTED TO THE FENCE POSTS USING CADWELD TYPE CONNECTIONS.

**7. EXISTING GROUND SYSTEMS:**

**7.1** CONTRACTOR SHALL PROVIDE CONNECTIONS TO ALL EXISTING GROUND SYSTEMS AT THE SITE (SCADA, TELEMETRY, ETC.).

**8. COMPLIANCE:**

**8.1 ELECTRICAL CODE COMPLIANCE**

COMPLY WITH APPLICABLE LOCAL ELECTRICAL CODES REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION, AND NEC AS APPLICABLE TO ELECTRICAL GROUNDING AND BONDING, PERTAINING TO SYSTEMS, CIRCUITS AND EQUIPMENT.

**8.2 UL COMPLIANCE**

COMPLY WITH APPLICABLE REQUIREMENTS OF UL467, 486A AND 869 PERTAINING TO GROUNDING AND BONDING OF SYSTEMS, CIRCUITS AND EQUIPMENT. USE GROUNDING AND BONDING PRODUCTS WHICH ARE UL-LISTED AND LABELED FOR THEIR INTENDED USAGE.

**8.3 IEEE COMPLIANCE**

COMPLY WITH APPLICABLE REQUIREMENTS OF RECOMMENDED INSTALLATION PRACTICES OF IEEE STANDARDS 80, 81, 141 AND 142 PERTAINING TO GROUNDING AND BONDING OF SYSTEMS, CIRCUITS AND EQUIPMENT.

**GROUNDING NOTES**

**MASTER GROUND BAR NOTES:**

THE MASTER GROUND BAR (MGB) IS THE EXTENSION OF THE BUILDING GROUNDING SYSTEM AND SERVES AS THE MAIN POINT OF BONDING WITHIN THE FACILITY. THE MGB WILL BE THE COMMON GROUND POINT WHERE ALL GROUND POINTS FOR THE FACILITY WILL CONNECT.

THE MGB SHOULD BE LOCATED SO THAT THE BONDING CONDUCTOR IS AS SHORT AND STRAIGHT AS POSSIBLE TO THE FACILITY GROUND RING.

THE MGB WILL BE LOCATED NEAREST THE PRIMARY GROUND WHILE MAINTAINING HEIGHT AND DISTANCE CLEARANCES REQUIRED BY APPLICABLE ELECTRICAL CODES.

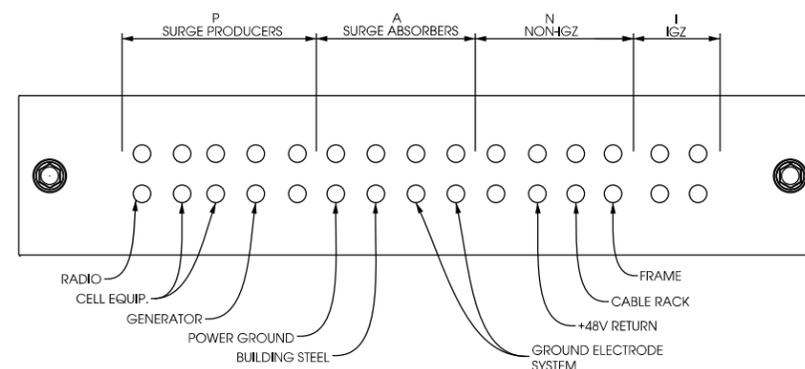
THE MGB WILL BE PREDRILLED COPPER ELECTRO TIN-PLATED BUS BAR WITH STANDARD NEMA BOLT SIZING AND SPACING WITH MINIMUM DIMENSIONS OF 1/4" THICK BY 4" WIDE AND 24" IN LENGTH. THE LENGTH MAY BE LONGER TO MEET FUTURE GROWTH PROJECTIONS.

THE MGB WILL BE INSULATED FROM ITS SUPPORT WITH MINIMUM 2" SEPARATION REQUIREMENT ON ISOLATED STANDOFFS.

THE MGB WILL BE PERMANENTLY AND APPROPRIATELY LABELED AND IDENTIFIED WITH THE "P", "A", "N" AND "I" SECTION OF THE MGB CLEARLY AND PERMANENTLY IDENTIFIED.

P = PRODUCERS, A = ABSORBERS, N = NON-PRODUCERS, I = ISOLATED (SWITCH, DCS)

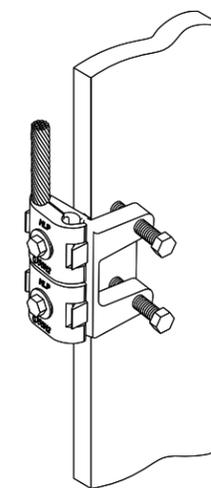
ALL CONNECTIONS MADE TO MGB WILL BE STANDARD 2-HOLE LUG.



**GROUNDING NOTES**

**NOTES:**

- USE 2-HOLE CONNECTOR W/  
- HARGER UPCXL UNIVERSAL PIPE CLAMPS FOR ROUND MEMBERS  
OR  
- HARGER #223T HEAVY DUTY TINNED FLANGE BONDING PLATE
- USE EXTERNAL ANTI-OXIDATION COMPOUND.
- PAINT WITH COLD GALV. COMPOUND AFTER BONDING.



**A HARGER 2-HOLE CONNECTOR**  
SCALE: NTS

SHEET TITLE:

ISSUE DATE:	INI:
PRELIM DWGS - 09/22/2015	TAS
FINAL DWGS - 01/05/2016	MRM

REVISIONS:

CHECKED BY:

MRM

PLOT DATE:

1/5/2016

PROJECT #:

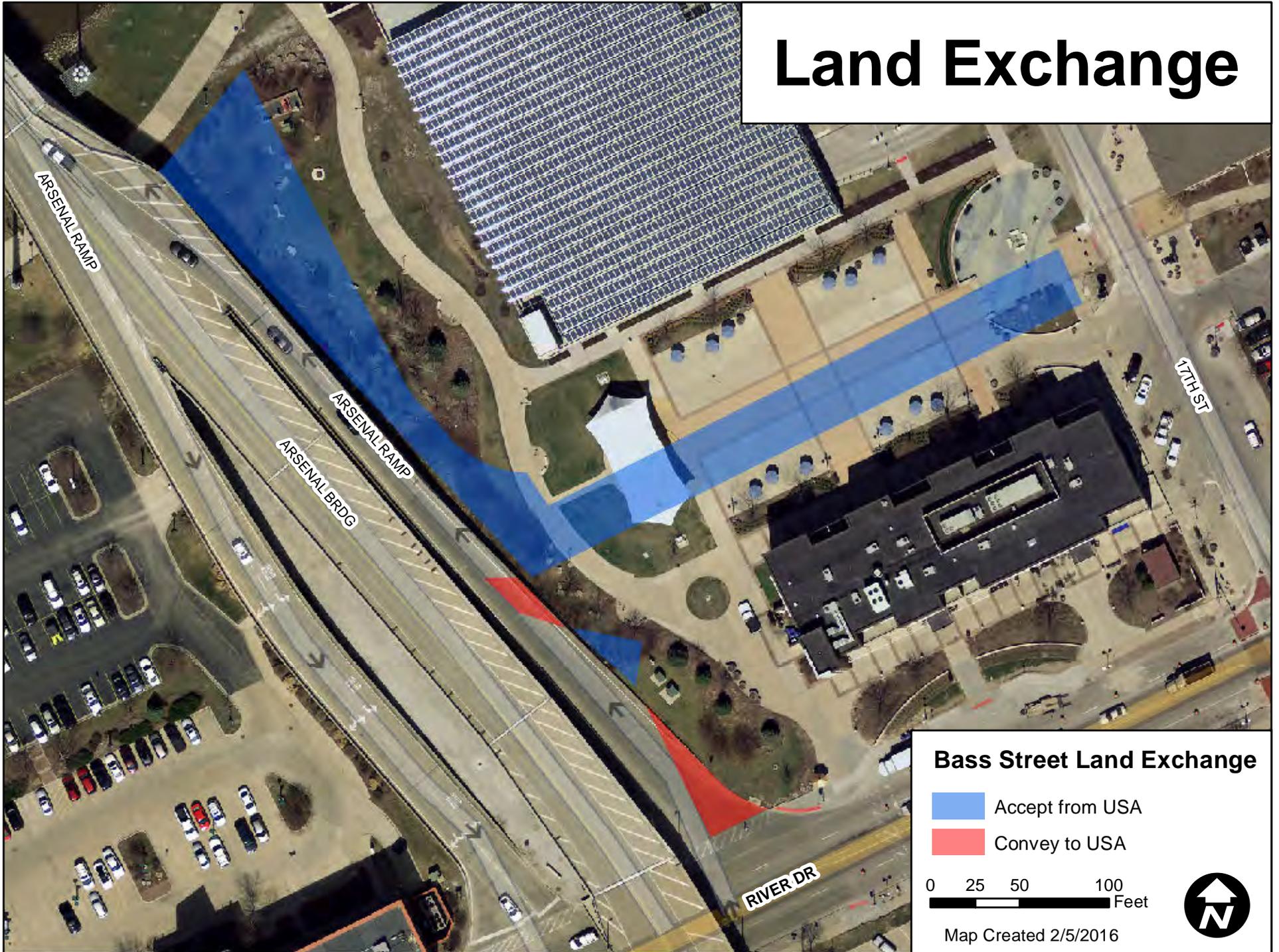
13111

FILE NAME:

N-1.dgn

SHEET NUMBER:

# Land Exchange



## Bass Street Land Exchange

-  Accept from USA
-  Convey to USA

0 25 50 100 Feet

Map Created 2/5/2016



## CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016, between **LOVEWELL FENCING, INC.** of **21060 HOLDEN DRIVE, DAVENPORT IA 52806**, 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 HUNDRED SEVEN THOUSAND AND 00/100 (\$107,000.00) 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 #1229, GREEN VALLEY BACKSTOP AND DUGOUT RECONSTRUCTION ON DIAMOND #5** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 HUNDRED SEVEN THOUSAND**

**AND 00/100 (\$107,000.00) 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

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

## EXHIBIT "A"

### LEASE AND CONCESSION AGREEMENT

**THIS LEASE AND CONCESSION AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Moline, Illinois, a municipal corporation (hereinafter "Owner"), by and through its Park and Recreation Board of Directors, and Roy's All Fed Up, Inc., (hereinafter "Vendor") (hereinafter collectively "Parties") to lease portions of Ben Butterworth Parkway for the purpose of selling food and beverages to the public from a mobile food unit or pushcart.

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

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

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

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

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

WHEREAS, Owner wishes to contract with Vendor for the sale of food and beverages to the Individuals, from a mobile food unit or pushcart, along a certain portion of Ben Butterworth Parkway subject to the terms, conditions, restrictions, limitations and reservations stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

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

## EXHIBIT "A"

### 2. USE

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

### 3. VENDOR'S RESPONSIBILITIES.

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

## EXHIBIT "A"

- g) Vendor shall be responsible for all staffing, taxes, insurance, and appropriate licensing associated with and necessary for the Operation. Vendor's employees shall not be deemed employees of Owner for any purpose whatsoever and shall not be eligible to participate in any benefit program provided by the Owner for its employees. Vendor shall be exclusively responsible for the payment of all wages and salaries, taxes, withholding payment, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans including, but not limited to, workers compensation and Social Security obligations, licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall not bring any cause of action alleging Owner is the employer of Vendor or any of Vendor's employees, officers or agents, and Vendor shall indemnify, defend and hold harmless Owner against all claims, losses, costs, or expenses associated with the employment of said employees by Vendor.
  - h) Vendor shall remove all Vendor Property from the Premises daily upon completion of Operations for the day.
  - i) Vendor shall be responsible for properly disposing of garbage from the Operation. Vendor shall clean the Premises no less than daily and as frequently as necessary to keep the Premises free of debris resulting from the Operation. Vendor may utilize garbage disposal receptacles on the Premise for debris disposal. Vendor shall notify Owner should the garbage receptacles need emptying.
  - j) At its own expense, Vendor shall obtain a water supply for use at the Premises, which meets the approval of the Environmental Health Specialist prior to commencing Operations.
4. RENT. Vendor shall pay lease payments to Owner as follows:
- a) \$650.00 for the duration of the lease, to be paid in two increments of \$325 each due on or before May 15<sup>th</sup> and July 15<sup>th</sup>.
  - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
  - c) Payments shall be made to the City of Moline Finance Department 1630 8<sup>th</sup> Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on April 1, 2016 (hereinafter "Commencement Date") and shall continue through October 31, 2016. Any holding over after the expiration of the term hereof without the consent of the Owner shall be construed to be a tenancy from month to month at the rental five times the last rental rate in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

## EXHIBIT "A"

b) In addition to any other remedies provided by law or equity, in the event of any default or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party or successor shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. Said written notice shall describe the nature of the default, and what action, if any, is deemed necessary to cure the same. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, but in no event longer than thirty (30) days after receipt such notice unless mutually agreed to in writing by the parties, the aggrieved party may terminate this Agreement by providing final written notice to the other or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Upon termination of the Agreement by either party, Vendor must peacefully surrender the Premises to Owner; Owner must peacefully surrender Vendor's equipment to Vendor. The Premises leased herein shall include all appurtenant fixtures to said real estate, which, upon termination of this Agreement shall remain with the Premises and return to Owner.

### 6. HOLD HARMLESS/INDEMNIFY.

a) In consideration for permission to use the Premises and Owner's property as granted above, Vendor hereby agrees to defend, hold harmless and indemnify Owner, its subsidiaries and affiliates, their respective officers, directors, employees, agents, assigns, servants and contractors from and against all claims, demands, actions, or proceedings, all costs, damages, expenses, or other liability of any nature whatsoever due to personal injury or property damage (including damage to the Premises and Owner's property other than reasonable wear and tear), any of which arises directly or indirectly from or in connection with, in whole or in part, the permission to use and/or use of the Premises and Owner's property granted herein under, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns, in which case Vendor shall have no duty to defend, hold harmless or indemnify.

b) This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties thereto.

### 7. VENDOR'S INSURANCE COVERAGE. Vendor shall, throughout the term of this Agreement and at Vendor's expense, carry and keep in full force and effect comprehensive general liability insurance with respect to the Premises, with a carrier and in a form satisfactory to Owner, which policy or policies shall:

a) Have limits of \$1,000,000.00 per occurrence personal injury and \$100,000.00 per occurrence property damage.

c) Name Owner as an additional insured party.

**EXHIBIT "A"**

- d) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving the Owner thirty (30) days prior written notice in a form similar to that attached hereto as **Exhibit "3."**
- g) Contain fire and extended perils insurance covering Vendor's own property and insuring Vendor's possessions on the Premises; Owner shall have no duty to insure Vendor's possessions, the possessions of Vendor's guests, invitees or permittees, or to replace same in the event of any calamity or other disaster.
- h) Each such policy of insurance shall contain a waiver of subrogation provision.

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

8. **NOTICES.** Any notice required or permitted hereunder shall be in writing, signed by the party giving the notice, and shall be deemed given when:
- a) Hand delivered to the party to whom the notice is addressed, or
  - b) Mailed by certified mail, return receipt requested, United States mail, postage prepaid, and addressed to the party at the address shown below:

Owner:  
Moline Park and Recreation  
c/o Director  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

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

Either party may change the address and individual(s) to whom the notice is to be directed by written notice sent to the other party in the manner provided above.

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good a condition as they now are, or may hereafter be put, destruction by fire, reasonable use, ordinary wear and tear, and the effects of time excepted.

**EXHIBIT "A"**

11. ASSIGNMENT AND SUBLEASING. Vendor shall not have the right to assign this Agreement or sell, transfer or sublet any portion of the Premises herein without the express written consent of Owner, and consent of Owner shall not release or discharge Vendor from any obligations hereunder.
12. EFFECT OF PARTIAL INVALIDITY. The invalidity of any part of this Agreement will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. WAIVER. Waiver by Owner of any breach of any covenant or duty of Vendor under this Agreement is not a waiver of a breach of any other covenant or duty of Vendor, or of any subsequent breach of the same covenant or duty.
14. CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Illinois, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Rock Island County, Illinois, or federal court located within the same venue.
15. TAXES. Vendor shall also be responsible for and pay all real estate taxes assessed against the lease premises if any are so assessed and shall furnish to Owner proof of payment within thirty (30) days after payment is due.
16. MISCELLANEOUS.
  - a) This Agreement and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
  - b) This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
  - c) The captions of the Agreement are used for convenience of reference only and shall have no significance in construing the text of the Agreement.

**EXHIBIT "A"**

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

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

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

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

BY: \_\_\_\_\_  
John Rogers, \_\_\_\_\_  
Print Title

BY: \_\_\_\_\_  
Don Welvaert, President  
Parks and Recreation Board

ATTEST:

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

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

Approved as to Form:

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

**EXHIBIT "1"  
DESCRIPTION**

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

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

**Exhibit "1-A"**



**EXHIBIT "2"**

## **RULES AND REGULATIONS**

1. **Use of Name:** Vendor shall not use the name of owner, or any simulation or abbreviation thereof, as its name or as part of its name without Owner's written consent.
2. **Obstruction:** Vendor, its customers, invitees and guests shall not obstruct the public bike/walking path that runs through the Premises.
3. **Noises and Odors:** Vendor shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices that emit sound or other waves or disturbances, or create odors, any of which may be reasonably offensive to other users of the Premises or unduly disturb any wildlife in and around the Premises.
4. **Solicitation:** Vendor shall not exhibit, sell or offer to sell, use, rent or exchange any item or service from the Premises unless ordinarily embraced within Vendor's use of the Premises specified herein.
5. **Vendor Shall Not Interfere With Reserved Rights:** Vendor shall not attempt to exercise any of the rights specifically reserved by Owner or interfere in any way with the exercise of these rights by Owner.

## **EXHIBIT "3"**

## **INSURANCE REQUIREMENTS**

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 has installed and shall maintain 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 shall run 600' east to west and 400' north to south and 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 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) An annual payment of Four Hundred and no/100 Dollars (\$400.00) due on or before May 1, 2016.
- b) Delinquent payment shall accrue interest at a rate of eight percent per annum.
- c) Payment shall be made to the City of Moline Finance Department 1630 8<sup>th</sup> Avenue, Moline, Illinois 61265.

5. TERM AND TERMINATION

- a) The term of this Agreement shall commence on April 1, 2016 (hereinafter "Commencement Date") and shall continue through April 1, 2017. 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:  
Lori Wilson  
Park & Recreation Director  
City of Moline  
3635 4<sup>th</sup> Avenue  
Moline, IL 61265

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

BY: \_\_\_\_\_  
Don Welvaert, 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 16<sup>th</sup> 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.*



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Insential, Inc Four Westbrook Corporate Ctr Suite 500 Westchester IL 60154	<b>CONTACT NAME:</b> Lynn Powers	
	<b>PHONE (A/C, No, Ext):</b> (888) 571-6160	<b>FAX (A/C, No):</b> (630) 990-9098
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> West Bend Mutual Insurance Company		
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

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

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

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

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

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

# CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2016, between **WALTER D. LAUD, INC.** of **P.O. BOX 88, EAST MOLINE, IL 61244**, 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 HUNDRED FORTY SEVEN THOUSAND EIGHT HUNDRED TWENTY AND 30/100 (\$147,820.30) 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 #1242, 2016 INLET AND CATCH BASIN REPLACEMENT PROGRAM** 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 4023-2015 are updated monthly by the Illinois Department of Labor and may be found at:

[http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/ROCK\\_ISL.htm](http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/june/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 HUNDRED FORTY SEVEN**

**THOUSAND EIGHT HUNDRED TWENTY AND 30/100 (\$147,820.30) 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: February 2, 2016 11:00 a.m.

Project: 1242 - Inlet and Catch Basin Replacement Program

**Centennial Contractors of the  
Walter D. Laud, Inc. Quad Cities, Inc. Valley Construction Company**

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Quad Cities, Inc.		Valley Construction Company	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	ALLEY CATCH BASIN	2	EA	\$150.00	\$300.00	\$2,000.00	\$4,000.00	\$2,150.00	\$4,300.00
2	CATCH BASIN SINGLE	7	EA	\$2,700.00	\$18,900.00	\$3,100.00	\$21,700.00	\$3,350.00	\$23,450.00
3	CATCH BASIN DOUBLE	3	EA	\$2,600.00	\$7,800.00	\$3,600.00	\$10,800.00	\$4,050.00	\$12,150.00
4	CATCH BASIN TRIPLE	1	EA	\$800.00	\$800.00	\$3,600.00	\$3,600.00	\$5,000.00	\$5,000.00
5	EXTRA DEPTH CATCH BASIN SINGLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$112.00	\$1,120.00
6	EXTRA DEPTH CATCH BASIN DOUBLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$188.00	\$1,880.00
7	EXTRA DEPTH CATCH BASIN TRIPLE	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$279.00	\$2,790.00
8	INLET TO BE REMOVED	10	EA	\$1,900.00	\$19,000.00	\$1,000.00	\$10,000.00	\$1,300.00	\$13,000.00
9	INLET TO BE ADJUSTED	11	EA	\$1,100.00	\$12,100.00	\$850.00	\$9,350.00	\$1,100.00	\$12,100.00
10	INLET TO BE ADJUSTED W/NEW FRAME AND GRATE	2	EA	\$1,500.00	\$3,000.00	\$1,250.00	\$2,500.00	\$1,700.00	\$3,400.00
11	INLET SPECIAL LID TO BE REPLACED	27	EA	\$2,200.00	\$59,400.00	\$2,200.00	\$59,400.00	\$2,140.00	\$57,780.00
12	CLASS B PATCH	85	SY	\$120.00	\$10,200.00	\$95.00	\$8,075.00	\$132.00	\$11,220.00
13	CLASS B PATCH WITH HMA SURFACE	10	SY	\$130.00	\$1,300.00	\$120.00	\$1,200.00	\$180.00	\$1,800.00
14	5 HOUR PCC	20	SY	\$10.00	\$200.00	\$10.00	\$200.00	\$8.00	\$160.00
15	PCC SIDEWALK, 4"	1000	SF	\$8.50	\$8,500.00	\$7.00	\$7,000.00	\$8.90	\$8,900.00
16	PCC SIDEWALK, 6"	80	SF	\$10.00	\$800.00	\$9.00	\$720.00	\$10.00	\$800.00
17	EXPOSED AGGREGATE SIDEWALK SPECIAL	30	SF	\$9.00	\$270.00	\$12.00	\$360.00	\$12.00	\$360.00
18	SIDEWALK REMOVAL	1100	SF	\$0.50	\$550.00	\$1.00	\$1,100.00	\$1.90	\$2,090.00
19	MANHOLE TO BE ADJUSTED	2	EA	\$500.00	\$1,000.00	\$300.00	\$600.00	\$560.00	\$1,120.00
20	TRAFFIC CONTROL COMPLETE	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	CAST IRON DETECTABLE WARNING SURFACE	32	SF	\$25.00	\$800.00	\$30.00	\$960.00	\$30.00	\$960.00
22	HOT MIX ASPHALT SURFACE COURSE	10	TON	\$120.00	\$1,200.00	\$110.00	\$1,100.00	\$170.00	\$1,700.00
23	AGGREGATE BASE	20	CY	\$10.00	\$200.00	\$20.00	\$400.00	\$35.00	\$700.00
	<b>TOTAL</b>				<b>\$147,820.30</b>		<b>\$148,065.30</b>		<b>\$171,780.00</b>