



MOLINE CITY COUNCIL AGENDA

Tuesday, February 23, 2016

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

Call to Order

Pledge of Allegiance

Invocation – Alderman Parker

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 February 9, 2016 and January Financial Report.

Second Reading Ordinances

1. Council Bill/Special Ordinance 4006-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower, located at 531 15th Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement.

Explanation: The City has a portion of the space on the water tower located at 531 15th Avenue that is available to lease. Verizon is interested in entering into the aforementioned Agreement to lease a portion of the space on the aforementioned water tower to install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement. The term of the Agreement will commence on April 1, 2016. The initial term for the Agreement shall be for five (5) years and shall automatically be extended for three (3) additional five (5) year terms, with one additional automatic five (5) year term if neither party has terminated the Agreement prior to the expiration of the current term. The annual rental for the first year of each Agreement shall be Fourteen Thousand Four Hundred and no/100 Dollars (\$14,400.00), and said annual rental shall increase by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year. Additional documentation attached.

Fiscal Impact: Increased Revenue to Water Fund

Public Notice/Recording: N/A

Resolutions

2. Council Bill/Resolution 1015-2016

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.

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.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIF/Water/WPC			
Storm	\$150,000.00	\$147,820.30	330-1971-433.08-35
	\$150,000.00	\$147,820.30	

Public Notice/Recording: N/A

Omnibus Vote

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

Non - Consent Agenda

Second Reading Ordinances

3. Council Bill/General Ordinance 3003-2016

An Ordinance amending Chapter 8, "BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES," of the Moline Code of Ordinances, Section 8-3101, "AMENDMENTS TO MOLINE MECHANICAL CODE," by repealing subsection (k) in its entirety and enacting in lieu thereof one new subsection (k) dealing with the same subject matter.

Explanation: It is in the City's best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents. City staff recommends an amendment to Section 8-3101, subsection (k), of the Moline Code of Ordinances, that provides clarification concerning the installation of ventless fireplaces. Ventless fireplaces should be installed according to the manufacturer's instructions to protect the health, safety and welfare of City residents.

3003-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

Fiscal Impact: N/A

Public Notice/Recording: Pamphlet Publication

Resolutions

4. Council Bill/Resolution 1016-2016

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.

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 \$107,000.00 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.

1016-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

Fiscal Impact: Funds are budgeted in account #018-9903-418.08-50

Public Notice/Recording: N/A

5. Council Bill/Resolution 1017-2016

A Resolution Authorizing the Mayor and City Clerk to establish a Public Hearing date for Tuesday, April 26, 2016, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Moline Centre Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

Explanation: Pursuant to state statute, prior to the creation of a TIF district, a public hearing must be held for the purposes for reviewing the TIF redevelopment plan. Staff is requesting that the public hearing for the Moline Centre Redevelopment Project Area be scheduled for Tuesday, April 26, 2016 at 6:45 p.m.

Fiscal Impact: N/A

1017-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

Public Notice/Recording: Notice will be published twice (4/5/16; 4/12/16)

6. Council Bill/Resolution 1018-2016

A Resolution authorizing the Mayor to sign a letter of support for submission with Gorman & Company’s application to the Illinois Housing Development Authority for funds to redevelop the former Garfield Elementary School at 1518 25th Avenue, Moline, Illinois.

Explanation: Gorman & Company currently has a contract to purchase Garfield Elementary School contingent upon approval of funding from the Illinois Housing Development Authority (“IHDA”). Gorman & Company is applying for funding to IHDA and must also provide a letter of support from the City with its application. Gorman & Company has also begun the PUD rezoning application process with the City by completing a pre-application conference for a proposed project consisting of 57 multi-family senior housing units at the former Garfield Elementary School site. Staff is seeking authorization for the Mayor to sign a letter of support for submission with Gorman & Company’s application to IHDA. The Mayor’s signature within the City’s letter of support for use in Gorman & Company’s application to IHDA in no way approves any portion of the project. The project must follow the City’s PUD approval process. Additional documentation attached.

Fiscal Impact: N/A

Public Notice/Recording: N/A

1018-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

7. Council Bill/Resolution 1019-2016

A Resolution declaring the City Council’s intent to not negotiate or execute any development agreement with Todd Raufeisen for a period of four years.

Explanation: Todd Raufeisen was the manager of RDC Case Creek Trails, LLC (hereinafter “RDC Case Creek Trails”), with whom the City and the Quad City International Airport executed a Development Agreement for a multi-phased development in 2010. The City issued bonds in anticipation of paying for the infrastructure and other costs at the development site and expended funds for the development project. RDC Case Creek Trails failed to perform its obligations pursuant to the Development Agreement, and the City terminated the Development Agreement as to RDC Case Creek Trails on March 7, 2012. Todd Raufeisen continues to contact City staff regarding potential development projects. The City Council seeks to expend City funds in a judicious manner by working with performing developers to promote sound economic development. The four-year period would extend from the date of execution of the resolution approved by City Council.

Fiscal Impact: N/A

Public Notice/Recording: N/A

1019-2016		
Council Member	Aye	Nay
Parker		
Wendt		
Zelnio		
Turner		
Schoonmaker		
Liddell		
Acri		
Rodriguez		
Mayor Raes		

First Reading Ordinances

8. Council Bill/Special Ordinance 4007-2016

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.

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

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

Public Notice/Recording: N/A

9. Council Bill/Special Ordinance 4008-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute an agreement with Action Valley Paintball, LLC to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public.

Explanation: Action Valley Paintball, LLC desires to Lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public. The term of said lease shall run from April 1, 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.

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

Public Notice/Recording: N/A

10. Council Bill/Special Ordinance 4009-2016

A Special Ordinance authorizing the Mayor and City Clerk to execute the 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 17th Avenue, Moline, Illinois.

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 17th 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.

Fiscal Impact: N/A

Public Notice/Recording: Documents to be recorded by Law Department

11. Council Bill/Special Ordinance 4010-2016

A Special Ordinance declaring the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described herein ("Transfer Property") as surplus; and authorizing the Mayor and City Clerk to execute documents necessary to convey Transfer Property, located in the City of Moline, Illinois, to the United States of America; and accepting the United States of America owned real estate located on a portion of Bass Street Landing and legally described herein ("Consideration Property") in exchange for Transfer Property; and authorizing City staff to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

Explanation: The City 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 the Property to the USA. The City agreed to convey Transfer Property, legally described in Exhibit A and Exhibit B attached hereto, and commonly referred to by the USA as Tracts 205 and 206, which is primarily located adjacent to and underneath the current entrance/exit ramp to the Rock Island Arsenal at River Drive. Pursuant to the Exchange Agreement, in exchange the USA agrees to convey Consideration Property, legally described in Exhibit C and Exhibit D attached hereto, and commonly referred to by the USA as a portion of U.S. Tract No. 200 (Parcel A) and a portion of U.S. Tract No. 200 (Parcel B), respectively, which are a part of the Bass Street Landing area. Transfer Property to be conveyed by the City is no longer public right-of-way, having been previously vacated. Declaring this Transfer Property surplus, authorizing its conveyance to the USA, and accepting Consideration Property in exchange, will complete the City’s agreement.

Fiscal Impact: N/A

Public Notice/Recording: Documents to be recorded by Law Department

Miscellaneous Business (if necessary)

Public Comment

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

Executive Session (if necessary)

Council Bill/Special Ordinance No. 4006-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement (“Agreement”) between the City of Moline (“City”) and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless (“Verizon”), where said Agreement leases a portion of the space on the City’s water tower, located at 531 15th Avenue, so that Verizon may install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement.

WHEREAS, the City has a portion of the space on the water tower located at 531 15th Avenue that is available to lease; and

WHEREAS, Verizon is interested in entering into the aforementioned Agreement to lease a portion of the space on the aforementioned water tower to install, maintain and operate its radio telecommunications equipment, antennas and appurtenances, or for such other specified uses in said Agreement; and

WHEREAS, the term of the Agreement will commence on April 1, 2016; and

WHEREAS, the initial term for the Agreement shall be for five (5) years and shall automatically be extended for three (3) additional five (5) year terms, with one additional automatic five (5) year term if neither party has terminated the Agreement prior to the expiration of the current term; and

WHEREAS, the annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and no/100 Dollars (\$14,400.00), and said annual rental shall increase by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

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, on behalf of the City of Moline, the aforementioned Lease Agreement; provided, however, that said Lease 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 not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

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

SITE NAME: Stephens Park WT
SITE NUMBER:
ATTY/DATE: GJ

WATER TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 20__ , between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16th Street, Moline, Illinois 61265, hereinafter designated "LESSOR" and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSEE". The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space on the LESSOR's water tower, hereinafter referred to as the "Tower", located at 531 15th Avenue, City of Moline, Rock Island County, Illinois ("the Tower Space") as shown on the Tax Map of the City of Moline as Parcel Identification Number 1706200001 and being further described in Deed Book 143 at Page 564 as recorded in the Office of the Rock Island County Recorder (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a 36' x 20' parcel of land sufficient for the installation of LESSEE's equipment building (the "Land Space"); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a twelve foot (12') wide right-of-way (the "Access Right of Way"), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight foot (8') wide right-of-way ("Utility Right of Way") and a separate eight foot (8') wide right-of-way ("Gas Right of Way") extending from the nearest public right-of-way, 7th Street, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Gas Right of Way are all described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

If any public utility is unable to use the Utility Right of Way or Gas Right of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility, in a location to be mutually agreed to by the Parties. The Parties further agree that they will vacate any unused right-of-way.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio telecommunications equipment, antennas and appurtenances described in Exhibit "B" attached hereto, or for such other specified uses as shall be agreed to by written agreement of the Parties.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and

made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; INITIAL RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due. The annual rental for the first year of the Agreement shall be Fourteen Thousand Four Hundred and 00/100 Dollars (\$14,400.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 25 below. The Agreement shall commence on April 1, 2016 ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") necessary for LESSEE to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS"), or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to LESSEE, prior to execution of this Agreement by the Parties, and at such other times during the term of the Agreement as may be reasonably requested by LESSEE. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s), or other successor(s) in interest of LESSOR, until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, allow LESSEE to have electrical service and telephone service access within the Premises. LESSOR must be advised of any electrical or telephone service on the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 182727, Columbus Ohio 43218. LESSEE may be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations all as reasonably approved by LESSOR prior to placement. Upon specific approval from LESSOR, LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. RENTAL INCREASES. The annual rental shall increase on the yearly anniversary of the Commencement Date by an amount equal to three percent (3%) of the total annual rent for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years. The annual rental during such additional extension term, if any, shall continue to increase as set forth in paragraph 5 above. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges

imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property. LESSEE's failure to comply with the provisions of this Paragraph 7 shall be considered a material breach of this Agreement and be subject to the terms of Paragraphs 29 and 30 below.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a radio telecommunications facility and uses incidental thereto. The Parties agree that LESSEE may install its antennas, equipment and conduits, as described in Exhibit "B", on the Tower in the locations designated and approved by LESSOR, as set forth in the plans and specifications attached hereto as Exhibit "B". All improvements and installations shall be done at LESSEE'S expense. LESSEE shall have the right to replace, repair, add or otherwise modify (collectively, the "Modifications") its utilities, equipment, antennas and/or conduits on the Tower identified on attached Exhibit "B", during the Term, upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. LESSEE agrees to repair any damage to the Property directly caused by the installation, operation, or use of LESSEE's facility, upon receipt of written notice from LESSOR. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, which will permit LESSEE use of the Premises as set forth above. LESSEE shall obtain LESSOR's prior approval before conducting any soil boring tests on the Property or a structural analysis on the Tower, which approval shall not be unreasonably withheld, conditioned or delayed. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE, unless LESSOR is required by law to take such action or to protect the public utility. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural

analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid prior to said termination date shall be retained by LESSOR. LESSEE shall be responsible for payment of rent up to the termination date, which amount may be prorated. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR, unless LESSEE fails to remove its equipment from the Premises by the termination date. If LESSEE holds over after the termination of the Agreement, then LESSEE shall be responsible for paying rent as specified in Paragraph 17 below.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall defend, indemnify and hold the other harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of:
 1. Two million dollars (\$2,000,000.00) per occurrence for bodily injury (including death) and for damage to property; and
 2. Two million dollars (\$2,000,000.00) aggregate;
- ii. Automobile Liability insurance on all owned, non-owned and hired vehicles in the amount of One Million Dollars (\$1,000,000) combined single each accident for bodily injury and property damage per occurrence;
- iii. Workers Compensation insurance with statutory limits; and
- iv. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/\$1,000,000 disease-each employee/\$1,000,000 disease-policy limit.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Automobile Liability policies, as its interest may appear under this Agreement.

- b. LESSEE shall provide certificates of insurance evidencing the coverage required by this Section to the LESSOR within thirty (30) days following receipt of a written request thereof from the LESSOR.
- c. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois.
- d. LESSOR's insurance policies required herein shall contain the following endorsement:

“The insurer shall give the City of Moline at least thirty (30) days prior written notice of any intention to cancel, such notice to be given by certified mail, return receipt requested, addressed to: City Attorney, City of Moline, 619 16th Street, Moline, IL 61265.”
- e. LESSEE's insurance shall:
 - i. be primary and non-contributory with any insurance or program of self-insurance that may be maintained by LESSOR; and
 - ii. provide a waiver of subrogation, in favor of LESSOR, on the Workers Compensation Policy.
- f. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured, as its interest may appear under this Agreement.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This limitation of liability shall not apply to any damage to LESSOR'S water supply or loss of revenue resulting from damage to LESSOR'S water supply that is directly caused by LESSEE's actions on the Property.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure

periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSOR. After the expiration of the tenth (10th) year of the Term, in the event LESSOR has reasonably determined that the Tower is no longer useful for LESSOR's purposes, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSEE. LESSOR and LESSEE may terminate the Agreement at any time by mutual agreement if the Tower poses a threat of imminent danger to public health, safety, or welfare.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have access to the Tower at all times for the sole purpose of installing and maintaining and repairing the equipment listed on Exhibit "B". LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. LESSEE shall provide LESSOR with a list of those individuals and contractors that are authorized to be on the Tower. In the event of an emergency posing a threat to public health, safety and welfare, LESSOR shall have the right to restrict access to the Tower and Premises to LESSEE and to its agents, employees, engineers, or any individuals, in LESSOR'S sole discretion, for a maximum duration of 48 hours, and upon telephonic notice to LESSEE. Notwithstanding, LESSEE shall at all times have unrestricted access to the Land Space for the purpose of installing and maintaining its ground-based equipment. LESSEE agrees to install a StymieLock™ or similar device on the main access gate to the Premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure, its paint system, its appurtenances or otherwise jeopardize the public health.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR may, but is not required to, supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower, and throughout the Term LESSOR may supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower.

When routine maintenance of the Tower is required, LESSOR shall provide thirty (30) days' notice in writing to LESSEE and LESSEE agrees to temporarily power down its equipment on the Tower for up to, but not longer than, forty-eight (48) hours, at LESSEE's sole

cost and expense. In such case, LESSEE shall have the option to install a temporary installation on the Property during the outage, in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR shall work diligently to complete said routine maintenance as quickly as possible and immediately notify LESSEE at (800) 224-6620 when said maintenance is complete. LESSEE agrees not to power up its equipment on the Tower until it receives such telephonic notice that maintenance is complete. LESSOR will not conduct said routine maintenance more than once during any three-year period.

In the event LESSOR must perform substantial maintenance on the Tower that requires the removal of LESSEE's equipment, LESSOR shall provide written notice to LESSEE no less than ninety (90) days prior to the required date of removal, and shall specify in such notice the date on which LESSEE's equipment must be removed from the Tower (the "Removal Date"). In such case, if possible and upon mutual agreement of the Parties, LESSEE shall be permitted to place a temporary installation on the Property in a location to be mutually agreed upon by the Parties, to ensure LESSEE's use at the Premises is not interrupted or diminished. LESSOR will not require relocation of LESSEE'S equipment for maintenance unless necessary for proper operation of the Tower or maintaining public health and will complete such maintenance in a manner to minimize the length of such relocation. LESSEE shall bear the full cost and expense for relocation of its equipment. In the event LESSEE's equipment is not removed from the Tower by the Removal Date, LESSEE shall pay to LESSOR a daily penalty in the amount of \$100 for every day that LESSEE's equipment remains on the Tower beyond the Removal Date. Further, such failure to comply beyond the Removal Date shall be a material breach of the Agreement and be subject to the terms of Paragraphs 29 and 30 below. In no event shall LESSOR be permitted to remove LESSEE's equipment from the Tower. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location.

In the event of an emergency requiring removal or relocation of LESSEE's equipment from the Tower, LESSEE agrees to perform such removal or relocation as soon as possible after receipt of telephonic notice from LESSOR to (800) 224-6620, but no later than five (5) days after receipt of such notice.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR may not terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of

the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. For purposes of this Agreement, "interference" does not include LESSOR's use on the Property for public utility purposes or uses on neighboring properties that cause electronic or physical obstruction with, or degradation of, LESSEE's signals or frequency. Notwithstanding, LESSOR shall make reasonable efforts to use the Property so as not to cause interference with LESSEE's use under this Agreement. In the event any proposed use of the Property by LESSOR is expected to cause interference with LESSEE's permitted use under this Agreement, LESSOR shall provide LESSEE with at least thirty (30) days advanced written notice of such planned interference and use commercially reasonable efforts to provide LESSEE with an alternate location for its equipment, to minimize disturbance to LESSEE's operations. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL. LESSEE shall, upon the expiration or earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent in accordance with Paragraph 17 below, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

On or before the Commencement Date, LESSEE shall provide to LESSOR a removal bond with an entity and in a form and content mutually agreeable to the Parties. The amount of the bond shall be Ten Thousand and 00/100 Dollars (\$10,000.00), and shall be renewed as necessary and kept in full force so long as the LESSEE's communications equipment is located on the Premises. The purpose of the bond is to ensure LESSEE's faithful performance of removal of its equipment and/or improvements on the Premises and the restoration of the Premises pursuant to this Paragraph 16.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the termination of this Agreement. In the event that LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to two hundred percent (200%) of the rent applicable during the month immediately preceding such expiration or earlier termination. Holdover rental amounts will be prorated for each day possession is retained.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. LESSEE's right of first refusal shall not apply to any offer LESSOR receives from another communications provider wishing to co-locate on the Tower.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Premises or the Tower thereon to a purchaser other than LESSEE, or (ii) to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Tower and or Premises occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. In the event of the sale or transfer of the Property or LESSOR's grant of a third party easement for the purpose of operating a communications facility, the terms of this Paragraph 19 shall not be interpreted to expand LESSEE's rights existing under the Agreement at the time of said sale, transfer, or grant.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants upon execution of this Agreement that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to

exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE, without any approval or consent of the LESSOR, to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSOR must be provided written notice of such sale, assignment or transfer of all or substantially all of LESSEE's assets by merger, acquisition or other business reorganization within thirty (30) days of such and must be provided contact information for the new holder of the Agreement. As to other parties, this Agreement may not be sold, assigned or transferred unless the written consent of the LESSOR is obtained. Said consent of the LESSOR will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Moline
30 18th Street
Moline, IL 61265
Attn: Greg Swanson – Utilities General Manager

Copy to: City Attorney
City of Moline
619 16th Street
Moline, IL 61265

LESSEE: GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments. If LESSEE records such Memorandum of Lease, then upon termination of this Agreement, LESSEE shall record a release with the Rock Island County Recorder to document that the underlying Lease has been terminated

29. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days and authorized in writing by LESSOR if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, as determined by the LESSOR. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days and authorized in writing by LESSEE, if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, as determined by the LESSEE. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located, by providing written notice to the addresses set forth in the "NOTICES" provision above; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If either Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting party, and defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount,

including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises, the Tower or on the Property.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR, unless such damage by fire or other casualty is caused by LESSEE or its equipment or operations and use. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired, unless such damage by fire or other casualty is caused by LESSEE or its equipment, operations, or use.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises, with such reduction agreed to in writing by the Parties. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

City of Moline

WITNESS

By: _____

Its: _____

Date: _____

LESSEE:

**GTE Wireless of the Midwest
Incorporated d/b/a Verizon Wireless**

WITNESS

By: _____

Jacque Vallier

Its: Executive Director - Network

Date: _____

EXHIBIT "A"
(Legal Description of Property and Premises)

PROPERTY:

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH (17TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

LAND SPACE:

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

ACCESS RIGHT OF WAY:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 12.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.74 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 12.00 FEET TO THE POINT OF BEGINNING.

UTILITY RIGHT OF WAY:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET FOR A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 102.64 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 102.57 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 45 MINUTES 51 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 8.00 FEET TO THE POINT OF BEGINNING.

GAS RIGHT OF WAY:

A PARCEL OF LAND FOR GAS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 66.81 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 8.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.74 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 8.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
(Lessee's Permitted Equipment on the Tower)

[See attached full set of construction drawings dated 01/25/16]

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PL-1	SITE PHOTO LOG
	GAS SERVICE APPLICATION

DRIVING DIRECTIONS

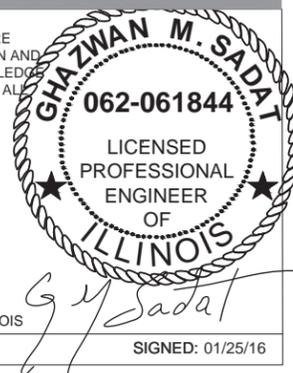
DRIVING DIRECTIONS FROM 1515 WOODFIELD, SUITE 1000, SCHAUMBURG, IL 60173:

1. HEAD WEST ON CENTRAL RD TOWARD S ARTHUR AVE (364 FT)
2. TURN RIGHT ONTO S ARTHUR AVE (0.2 MI)
3. TURN LEFT ONTO E CENTRAL RD (0.7 MI)
4. TURN LEFT ONTO S ARLINGTON HEIGHTS RD (1.6 MI)
5. MERGE ONTO I-90 W VIA THE RAMP TO ROCKFORD (2.0 MI)
6. TAKE THE I-290 E EXIT TOWARD W SUBURBS (1.0 MI)
7. KEEP LEFT AT THE FORK TO CONTINUE ON EXIT 1B-1A. FOLLOW SIGNS FOR ILLINOIS 72/HIGGINS RD/WOODFIELD RD/ILLINOIS 58/GOLF RD (0.5 MI)
8. KEEP LEFT AND MERGE ONTO I-290 E (5.5 MI)
9. KEEP LEFT AT THE FORK TO CONTINUE ON I-355 S. FOLLOW SIGNS FOR INTERSTATE 355/JOLIET (9.5 MI)
10. TAKE THE EXIT TOWARD CHICAGO/AURORA (0.2 MI)
11. KEEP RIGHT AT THE FORK. FOLLOW SIGNS FOR INTERSTATE 88/CHICAGO/AURORA (0.2 MI)
12. KEEP RIGHT AT THE FORK AND MERGE ONTO I-88 W (133 MI)
13. CONTINUE ONTO IL-59/IL-92 W (3.5 MI)
14. MERGE ONTO IL-64/IL-92 W/1ST AVE VIA THE RAMPTO SILVIS. CONTINUE TO FOLLOW IL-92 W (7.0 MI)
15. TURN LEFT ONTO 6TH ST (0.3 MI)
16. 6TH ST TURNS SLIGHTLY RIGHT AND BECOMES 7TH ST (0.2 MI)
17. TURN RIGHT ONTO 15TH AVE (0.2 MI)

DESTINATION WILL BE ON THE RIGHT
TOTAL TRAVEL ESTIMATES: 167 MILES, 2 HOURS 38 MINUTES

PROFESSIONAL LICENSURE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.

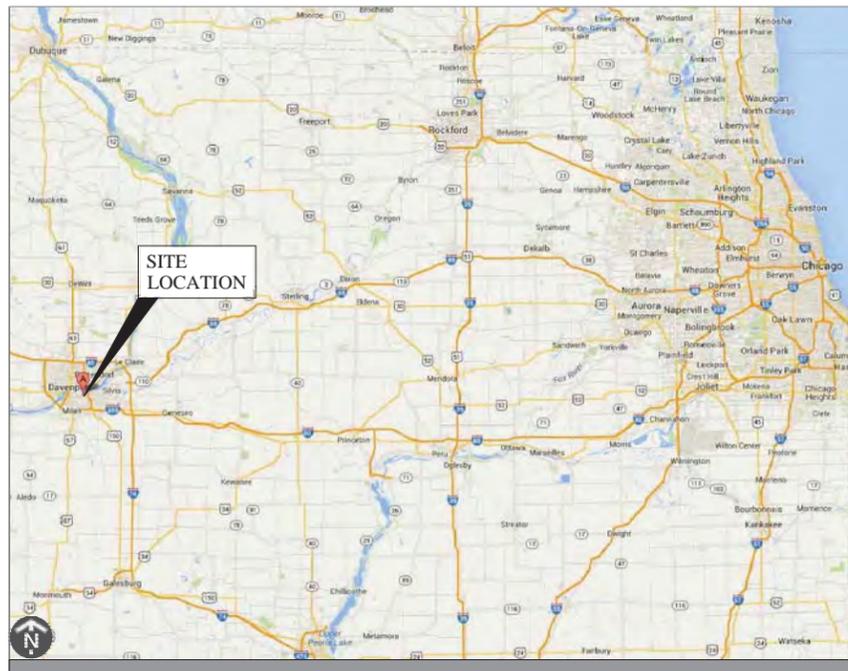


LICENSED PROFESSIONAL - STATE OF ILLINOIS

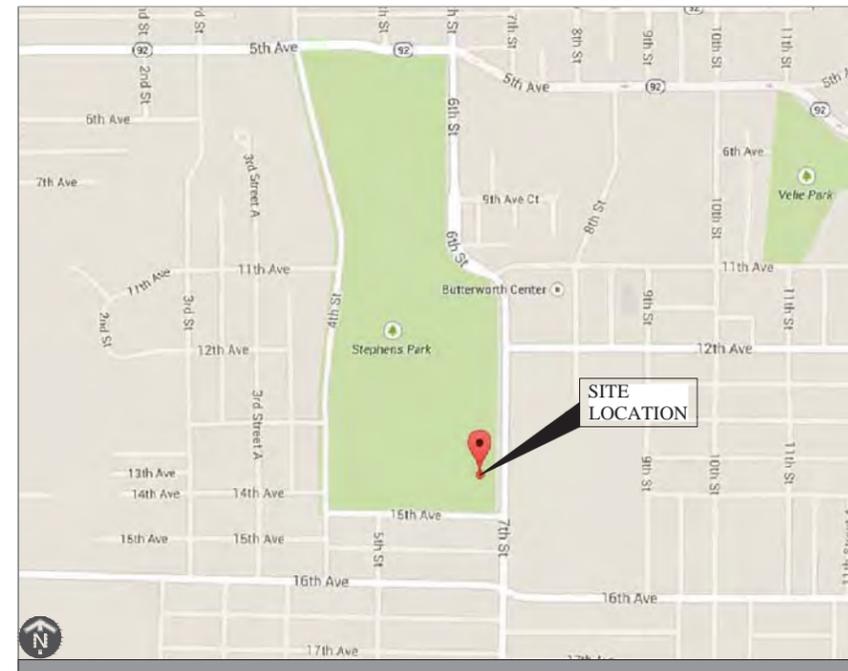
EXPIRES: 11/30/17

SIGNED: 01/25/16

REGIONAL MAP



VICINITY MAP



**Know what's below.
Call before you dig.**

CALL J.U.L.I.E.
FOR UNDERGROUND UTILITIES PRIOR TO DIGGING
811 OR 1-800-892-0123

GTE WIRELESS MIDWEST, INC.

d/b/a VERIZON WIRELESS

SCOPE OF WORK

- (1) NEW LESSEE 10'-10"X11'-4" EQUIPMENT PLATFORM W/ (3) CABINETS, (1) NEW & (1) FUTURE RAYCAP JUNCTION BOXES ON GROUND, (1) NEW 48 kW GENERATOR, (9) NEW ANTENNAS, (3) NEW AWS RRH UNITS W/ (3) A2 BOXES, (6) NEW TMA'S, (6) NEW DIPLEXERS, (1) NEW TOWER MOUNTED RAYCAP, (12) NEW COAX CABLES AND (1) NEW HYBRID CABLE MOUNTED ON AN EXISTING WATER TANK, W/ NEW WATER TANK EXTENSION POD (NEW LESSEE ANTENNA CENTERLINE= 146'-0" AGL) (TOP OF EXTENDED WATER TANK = 146'-8" AGL)

APPROVALS	
REAL ESTATE	_____
CONSTRUCTION	_____
RF	_____
SITE ACQ.	_____
FIELD OPS	_____
LANDLORD	_____

PROJECT NUMBER

20141020724

LOCATION NUMBER

288442

SITE NAME STEPHENS PARK

SITE ADDRESS

531 15TH AVE
MOLINE, IL 61265

PROJECT INFORMATION

APPLICANTS: GTE WIRELESS MIDWEST INC.
d/b/a VERIZON WIRELESS
1515 WOODFIELD ROAD
SUITE 1000
SCHAUMBURG, IL 60173

SITE ACQUISITION: INSITE INC.
2210 MIDWEST ROAD
OAK BROOK, IL 60523
MATT GRANT
PHONE: (773) 818-0718

EXISTING WATER TOWER TENANTS CONTACTS: RACOM CORPORATION
1515 46TH AVENUE #1
MOLINE, IL 61265
O:(309) 797-7709, C:(309) 525-2860

LATITUDE: N 41° 29' 55.01"
LONGITUDE: W 90° 31' 41.33"
GROUND ELEV.: 690.66 FT. (AMSL)
SITE TYPE: WATER TOWER
JURISDICTION: CITY OF MOLINE
COUNTY: ROCK ISLAND
UTILITIES:
POWER: MIDAMERICAN ENERGY
CONTACT: CHAD VERYZER
(309) 793-3759
FIBER: WIN
CONTACT: DAN MATSON
(608) 347-2148
NATURAL GAS: MIDAMERICAN ENERGY
CONTACT: DEWEY SCHULDT
(309) 793-3639

PROJECT CONTACTS & CODES

PROJECT MANAGER CONTACT: INSITE, INC.
BRYAN LAZUKA
PHONE: (847) 833-1154
EMAIL: LAZUKA@INSITE-INC.COM

ENGINEERING & SURVEYING CONTACT: CONCORDIA WIRELESS
GM SADAT, PE
PHONE: (847) 981-0801
FAX: (847) 981-0803

LANDLORD: CITY OF MOLINE
30 18TH ST.
MOLINE, IL 61265
GREG SWANSON - UTILITIES GM
PHONE: 309-524-2301

CODES:
1. 2012 IBC, IRC, IPC, IFC, IFGC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES
2. 2012 ICCBC, ADMINISTRATIVE PROVISIONS
3. 2011 NEC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES
4. INTERNATIONAL ENERGY CONSERVATION CODE (CURRENT EDITION ADOPTED BY THE STATE OF IL)
5. 2004 IPC WITH LOCAL AMENDMENTS TO THE MOLINE CODE OF ORDINANCES
6. 1997 ILLINOIS ACCESSIBILITY CODE
7. MOLINE CODE OF ORDINANCES
8. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE 2012
9. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION 2010
10. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES
11. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

GTE WIRELESS MIDWEST, INC.

d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.

CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

ISSUED FOR: PLATFORM FOUNDATION REVISION

No.	Revision/Issue	Date	Initial
A	LEASE EXHIBIT	11/03/14	KC
B	90% REVIEW	02/03/15	VG
C	REDESIGN (LP TANK)	03/19/15	VG/JR
D	REVISION	05/08/15	JR
E	CITY COMMENTS	07/13/15	KC
F	FINAL	09/02/15	JR
G	ECR REVISION	10/23/15	JR
H	CITY COMMENTS #2	10/27/15	JR
I	EASEMENT REVISION	12/01/15	PS
J	SURVEY REVISION	12/09/15	PS
K	EQUIPMENT RE-DESIGN	12/28/15	HE
L	FENCE ADDITION	01/15/16	PS
M	PLATFORM FOUNDATION REVISION	01/25/16	HE

LOCATION # 288442
STEPHENS PARK
531 15TH AVE
MOLINE, IL 61265

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CAD WELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		SAND
	TELEPHONE BOX		WOOD CONT.
	LIGHT POLE		WOOD BLOCKING
	FND. MONUMENT		STEEL
	SPOT ELEVATION		CENTERLINE
	SET POINT		PROPERTY/LEASE LINE
	REVISION		MATCH LINE
	GRID REFERENCE		WORK POINT
	DETAIL REFERENCE		GROUND CONDUCTOR
	ELEVATION REFERENCE		--- UT --- BELOW GRADE TELEPHONE CONDUIT
			--- UE --- BELOW GRADE ELECTRICAL CONDUIT
			--- A --- COAXIAL CABLE
			--- OE/OT --- OVERHEAD ELECTRIC/TELEPHONE CONDUCTORS
			--- X --- CHAIN LINK FENCING

ABV.	ABOVE
ADDL.	ADDITIONAL
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
ALUM.	ALUMINUM
ALT.	ALTERNATE
ANT.	ANTENNA
APPRX.	APPROXIMATE(LY)
ARCH.	ARCHITECT(URAL)
AWG.	AMERICAN WIRE GAUGE
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
BT.W.	BARE TINNED COPPER WIRE
B.O.F.	BOTTOM OF FOOTING
BU.	BACK-UP CABINET
CAB.	CABINET
CANT.	CANTILEVER(ED)
C.I.P.	CAST IN PLACE
CLG.	CEILING
CLR.	CLEAR
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION(OR)
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DBL.	DOUBLE
DEPT.	DEPARTMENT
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DWG.	DRAWING(S)
DWL.	DOWEL(S)
EA.	EACH
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMT.	ELECTRICAL METALLIC TUBING
ENG.	ENGINEER
EQ.	EQUAL
EXP.	EXPANSION
EXIST.(E)	EXISTING
EXT.	EXTERIOR
FAB.	FABRICATION(OR)
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
FIN.	FINISH(ED)
FLR.	FLOOR
FDN.	FOUNDATION
F.O.C.	FACE OF CONCRETE
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
F.O.W.	FACE OF WALL
F.S.	FINISH SURFACE
FT.(I)	FOOT(FEET)
FTG.	FOOTING
G.	GROWTH (CABINET)
GA.	GAUGE
GI.	GALVANIZE(D)
G.F.I.	GROUND FAULT CIRCUIT INTERRUPTER
GND.	GLOBAL POSITIONING SYSTEM
HGR.	GROUND
HT.	HANGER
	HEIGHT

ICGB.	ISOLATED COPPER GROUND BUS
IN.(I)	INCH(ES)
INT.	INTERIOR
LB.(#)	POUND(S)
L.F.	LINEAR FEET (FOOT)
L.	LONG(TUDINAL)
MAS.	MASONRY
MAX.	MAXIMUM
MDCMC	METRICOM DESIGNATED CONSTRUCTION MANAGEMENT & CONTRACTING
	MECHANICAL
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTL.	METAL
(N)	NEW
NO.(#)	NUMBER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
OPNG.	OPENING
PCS	PERSONAL COMMUNICATION SERVICES
PLY.	PLYWOOD
PRC.	PRIMARY RADIO CABINET
P.S.F.	POUNDS PER SQUARE FOOT
P.S.I.	POUNDS PER SQUARE INCH
P.T.	PRESSURE TREATED
PWR.	POWER (CABINET)
QTY.	QUANTITY
RAD.(R)	RADIUS
REF.	REFERENCE
REINF.	REINFORCEMENT(ING)
REQD.	REQUIRED
RGS.	RIGID GALVANIZED STEEL
SCH.	SCHEDULE
SHT.	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION(S)
SG.	SQUARE
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
TEMP.	TEMPORARY
THK.	THICK(NESS)
T.O.A.	TOP OF ANTENNA
T.O.C.	TOP OF CURB
T.O.F.	TOP OF FOUNDATION
T.O.P.	TOP OF PLATE (PARAPET)
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.G.	UNDER GROUND
U.L.	UNDERWRITERS LABORATORY
U.N.O.	UNLESS NOTED OTHERWISE
V.I.F.	VERIFY IN FIELD
W	WIDE(WIDTH)
W/	WITH
WAP.	WIRED ACCESSED POINT
WCS.	WIRELESS COMMUNICATION SERVICE
WT.	WEIGHT
℄	CENTERLINE
℄	PLATE

1 PROJECT SYMBOLS
SCALE: NTS

1. REPRESENTATIVES OF THE OWNER MUST BE NOTIFIED AT LEAST TWO FULL DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
3. DO NOT SCALE BUILDING DIMENSIONS FROM DRAWINGS.
4. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL CONDITION PRIOR TO COMPLETION OF WORK. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-CONSTRUCTED DRAWINGS AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
5. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL EXISTING UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING EXISTING UTILITIES.
6. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER FOR RESOLUTION AND INSTRUCTION. AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS/HER OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL OUPS AT (800) - 362-2764 FOR UTILITY LOCATIONS 48 HOURS PRIOR TO START OF CONSTRUCTION.

2 PROJECT ABBREVIATIONS
SCALE: NTS

7. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK.
8. THE BUILDING DEPARTMENT ISSUING THE BUILDING PERMIT SHALL BE NOTIFIED AT LEAST TWO WORKING DAYS PRIOR TO THE COMMENCEMENT OF WORK OR AS STIPULATED BY THE CODE ENFORCEMENT OFFICIAL HAVING JURISDICTION.
9. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO EXISTING GRADES AT THE GRADING LIMITS.
10. ALL EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.
11. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 100% OF MAXIMUM STANDARD PROCTOR DRY DENSITY.
12. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
13. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
14. ANY FILLS PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE EXISTING SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
15. THE GRADES WITHIN THE FENCED-IN AREA ARE TO BE ACHIEVED BY COMPACTING CLEAN FILL TO A DENSITY OF 90% OF STANDARD PROCTOR COVERING THE AREA WITH 6 MIL. VISQUENE (1" OVERLAP AT SEAMS) FOR WEED SUPPRESSION, THEN ACHIEVING FINISH GRADE BY ADDING 6" OF 3/4" CRUSHED STONE-NO FINES.
16. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SO THAT NO PAPERS, TRASH, WEEDS, BRUSH OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE.
17. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED.
18. GC TO HIRE JULIE PUBLIC & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
19. THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION

3 GENERAL NOTES
SCALE: NTS

**GTE WIRELESS
MIDWEST, INC.**
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: NC	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS



LOCATION # 288442
STEPHENS PARK
531 15TH AVE
MOLINE, IL 61265

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
SP-1

GENERAL NOTES:

- 1. CONTRACTOR TO FURNISH AND INSTALL THE FOLLOWING:

THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL OTHER MATERIALS FOR THE COMPLETE INSTALLATION OF THE SITE INCLUDING, BUT NOT LIMITED TO, SUCH MATERIALS AS FENCING, STRUCTURAL STEEL SUPPORTING SUB-FRAME FOR PLATFORM, ROOFING LABOR AND MATERIALS, GROUNDING RINGS, GROUNDING WIRES, COPPER-CLAD OR XIT CHEMICAL GROUND ROD(S), BUSS BARS, TRANSFORMERS AND DISCONNECT SWITCHES WHERE APPLICABLE, TEMPORARY ELECTRICAL POWER, CONDUIT, LANDSCAPING COMPOUND STONE, CRANES, CORE DRILLING, SLEEPERS AND RUBBER MATTING, REBAR, CONCRETE CAISSONS, PADS AND/OR AUGER MOUNTS, MISCELLANEOUS FASTENERS, CABLE TRAYS, NON-STANDARD ANTENNA FRAMES AND ALL OTHER MATERIAL AND LABOR REQUIRED TO COMPLETE THE JOB ACCORDING TO THE DRAWINGS AND SPECIFICATIONS.

IT IS THE POSITION OF VERIZON WIRELESS TO APPLY FOR PERMITTING AND CONTRACTOR RESPONSIBLE FOR PICKUP AND PAYMENT OF REQUIRED PERMITS.

- 2. VERIZON WIRELESS FURNISHED EQUIPMENT SHALL BE PICKED-UP AT THE VERIZON WIRELESS WAREHOUSE, NO LATER THAN 48HR AFTER BEING NOTIFIED INSURED, STORED, UNCRATED, PROTECTED AND INSTALLED BY THE

CONTRACTOR WITH ALL APPURTENCES REQUIRED TO PLACE THE EQUIPMENT IN OPERATION, READY FOR USE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EQUIPMENT AFTER PICKING UP.

- 3. ALL EQUIPMENT FURNISHED AND WORK PERFORMED UNDER THE CONTRACT DOCUMENTS SHALL BE GUARANTEED AGAINST DEFECTS IN MATERIALS OR WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE, UNLESS NOTED OTHERWISE. ANY FAILURE OF EQUIPMENT OR WORK DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP SHALL BE CORRECTED BY THE CONTRACTOR AT NO COST TO THE OWNER.

- 4. ALL WORK, MATERIAL, AND EQUIPMENT SHALL COMPLY WITH ALL REQUIREMENTS OF THE LATEST EDITIONS AND INTERIM AMENDMENTS OF THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL ELECTRICAL SAFETY CODE, OSHA, AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES. ALL ELECTRICAL EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW (EXCEPT WHERE OTHERWISE NOTED) AND SHALL COMPLY WITH THE REQUIREMENTS OF THE UNDERWRITERS' LABORATORIES (U.L.) AND BEAR THE U.L. LABEL.

- 5. VERIZON WIRELESS OR HIS ARCHITECT/ENGINEER RESERVES THE RIGHT TO REJECT ANY EQUIPMENT OR MATERIALS WHICH, IN HIS OPINION ARE NOT IN COMPLIANCE WITH THE CONTRACT DOCUMENTS, EITHER BEFORE OR AFTER INSTALLATION AND THE EQUIPMENT SHALL BE REPLACED WITH EQUIPMENT CONFORMING TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY THE CONTRACTOR AT NO COST TO THE OWNER OR HIS ARCHITECT/ENGINEER.

- 6. THE CONTRACTOR SHALL SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PROTECTION OF ANY EXISTING STRUCTURES DURING CONSTRUCTION. FIELD VERIFY ALL EXISTING DIMENSIONS WHICH AFFECT THE NEW CONSTRUCTION.

- 7. THE CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY OF THE WORK TO BE COVERED UP OR ENCLOSED UNTIL IT HAS BEEN INSPECTED BY THE GOVERNING AUTHORITIES. ANY WORK THAT IS ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION AND TEST SHALL BE UNCOVERED AT THE CONTRACTOR'S EXPENSE. AFTER IT HAS BEEN INSPECTED, THE CONTRACTOR SHALL RESTORE THE WORK TO ITS ORIGINAL CONDITION AT HIS OWN EXPENSE.

- 8. ALL EXISTING UTILITIES, FACILITIES, CONDITIONS, AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ARCHITECT/ENGINEER AND OWNER (VERIZON WIRELESS) ASSUME NO RESPONSIBILITY WHATEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL SAID UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING AFFECTED UTILITIES.

GENERAL NOTES (CONT'D):

- 9. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHOULD BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT HIS OWN RISK AND EXPENSE.

- 10. CONTRACTORS SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO PAPERS, TRASH, DEBRIS, WEEDS, BRUSH, OR ANY OTHER DEPOSITS REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE BY THE CONTRACTOR.

- 11. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY THE CONTRACTOR WITH LOCAL GAS, ELECTRIC, TELEPHONE, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

- 12. DURING CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN THE UTILITIES OF THE BUILDING/SITE WITHOUT INTERRUPTION. SHOULD IT BE NECESSARY TO INTERRUPT ANY SERVICE OR UTILITY, THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM THE BUILDING/PROPERTY OWNER FOR SUCH INTERRUPTION, AT LEAST 72 HOURS IN ADVANCE. ANY INTERRUPTION SHALL BE MADE WITH A MINIMUM AMOUNT OF INCONVENIENCE TO THE BUILDING/PROPERTY OWNER AND ANY SUCH SHUTDOWN TIME SHALL BE COORDINATED WITH THE BUILDING/PROPERTY OWNER.

- 13. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION.

- 14. CONTRACTOR SHALL SUBMIT AT THE END OF THE PROJECT A COMPLETE SET OF AS BUILT DRAWINGS TO VERIZON WIRELESS' PROJECT ENGINEER.

- 15. GC WILL NOT START THE CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PROJECT MANAGER.

DIVISION 2 - SITE WORK:

- 1. THE CONTRACTOR SHALL CALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE PROJECT MANAGER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT LIMITED TO:

- A. FALL PROTECTION
B. CONFINED SPACE
C. ELECTRICAL SAFETY
D. TRENCHING AND EXCAVATION

- 2. REMOVE FROM SITE/OWNER'S PROPERTY ALL WASTE MATERIALS, UNUSED EXCAVATED MATERIAL INCLUDING MATERIAL CLASSIFIED UNSATISFACTORY, CONTAMINATED OR DANGEROUS TRASH AND DEBRIS, AND DISPOSE OF IN A LEGAL MANNER.

- 3. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.

- 4. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH

- 5. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, AS REQUIRED DURING CONSTRUCTION.

- 6. CONTRACTOR IS RESPONSIBLE FOR LAYOUT AND CONSTRUCTION STAKING. CONTRACTOR SHALL ESTABLISH GRADE AND LINE STAKES PRIOR TO CONSTRUCTION.

- 7. CONCORDIA DOES NOT GUARANTEE OR WARRANT THAT THE AFOREMENTIONED EASEMENTS ARE SUFFICIENT FOR CONSTRUCTION TRAFFIC. GC SHALL CONSULT WITH A VERIZON REPRESENTATIVE AND LANDLORD WITH EXACT LOGISTICS TO FACILITATE CONSTRUCTABILITY OF THE SITE AND DELIVERY OF CRITICAL MATERIALS SUCH AS THE TOWER, STEEL, CONCRETE AND CRANES TO THE PROPOSED LEASE AREA. GC SHALL RESTORE SITE TO ORIGINAL CONDITIONS AND REPLACE ANY AND ALL DISTURBED TREES OR LANDSCAPING.

- 8. CONCORDIA IS NOT RESPONSIBLE FOR THE MAINTENANCE AND/OR OPERATIONAL FEASIBILITY.

- 9. SCOPE OF WORK FOR THESE PLANS DOES NOT INVOLVE VALUE ENGINEERING AS WELL AS MAINTAINABILITY OPERATIONS OF THE SITE, ACCESS OR UTILITIES.

DIVISION 3 - CONCRETE:

- 1. MINIMUM ALLOWABLE CONCRETE COMPRESSIVE STRENGTH SHALL BE 4000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH THE AMERICAN SOCIETY FOR TESTING AND MATERIALS METHODS STANDARDS ASTM C172, ASTM C31 AND ASTM C39 UNLESS OTHERWISE NOTED.

- 2. CONCRETE FOR ALL FOUNDATIONS: 540 LBS PER CUBIC YARD OF CONCRETE MINIMUM CEMENT CONTENT FOR 1-INCH MAXIMUM SIZE AGGREGATE, SLUMP RANGE 3 INCHES TO 5 INCHES, TOTAL AIR CONTENT 4 PERCENT TO 7 PERCENT BY VOLUME. AIR ENTRAINING ADMIXTURE REQUIRED TO CONTROL TOTAL AIR CONTENT, WATER REDUCING ADMIXTURE PERMITTED TO OBTAIN SLUMP OVER 3-INCHES.

- 3. ALL CONCRETE CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI 318) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND (ACI 301) STANDARD SPECIFICATION FOR STRUCTURAL CONCRETE.

- 4. REBARS SHALL BE ASTM A-615 DEFORMED TYPE WITH MINIMUM YIELD STRENGTH OF 60,000 PSI (40,000 PSI GRADE MAY BE USED FOR TIES & STIRRUPS).

WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185.

- 5. DETAILING SHALL BE IN ACCORDANCE WITH MANUAL OF STANDARD PRACTICE OF DETAILING REINFORCED CONCRETE STRUCTURES (ACI STD-315 LATEST EDITION).

- 6. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4" UNLESS OTHERWISE NOTED.

- 7. REINFORCING STEEL SHALL BE ACCURATELY PLACED AND ADEQUATELY SECURED IN POSITION. LOCATION OF REINFORCEMENT SHALL BE INDICATED ON THE DRAWINGS. THE FOLLOWING MINIMUM COVER (INCHES) FOR REINFORCEMENT SHALL BE PROVIDED, EXCEPT AS NOTED ON DRAWINGS.

MINIMUM COVER (INCHES)
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ... 3"
EXPOSED TO EARTH OR WEATHER:
#6 THROUGH #18 ... 2"
#5 BAR AND SMALLER ... 1-1/2"

- 8. TESTS
CONCRETE MATERIALS AND OPERATIONS SHALL BE TESTED AND INSPECTED BY THE ENGINEER AS THE WORK PROGRESSES. FAILURE TO DETECT ANY DEFECTIVE WORK OR MATERIAL SHALL NOT IN ANY WAY PREVENT LATER REJECTION WHEN SUCH DEFECT IS DISCOVERED NOR SHALL IT OBLIGATE THE ENGINEER FOR FINAL ACCEPTANCE.

- A. FIVE CONCRETE TEST CYLINDERS SHALL BE TAKEN OF THE TOWER PIER FOUNDATION. TWO SHALL BE TESTED @ THREE DAYS, TWO @ TWENTY-EIGHT DAYS. THE FIFTH CYLINDER SHALL BE KEPT SEPARATELY, IF REQUIRED TO BE USED IN THE FUTURE.

- B. ONE ADDITIONAL TEST CYLINDER SHALL BE TAKEN DURING COLD WEATHER AND CURED ON SITE UNDER SAME CONDITIONS AS CONCRETE IT REPRESENTS.

- C. ONE SLUMP TEST SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.

- 9. PLACING CONCRETE

- A. THE ENGINEER SHALL BE NOTIFIED NOT LESS THAN 24 HOURS IN ADVANCE OF CONCRETE PLACEMENT, UNLESS INSPECTION IS WAIVED IN EACH CASE, PLACING OF CONCRETE SHALL BE PERFORMED ONLY IN THE PRESENCE OF THE ENGINEER. CONCRETE SHALL NOT BE PLACED UNTIL ALL FORMWORK, EMBEDDED PARTS, STEEL REINFORCEMENT, FOUNDATION SURFACES AND JOINTS INVOLVED IN THE PLACING HAVE BEEN APPROVED, AND UNTIL FACILITIES ACCEPTABLE TO THE VERIZON WIRELESS REPRESENTATIVE HAVE BEEN PROVIDED AND MADE READY FOR ACCOMPLISHMENT OF THE WORK AS SPECIFIED. CONCRETE MAY NOT BE ORDERED FOR PLACEMENT UNTIL ALL ITEMS HAVE BEEN APPROVED AND VERIZON WIRELESS HAS PERFORMED A FINAL INSPECTION AND GIVEN APPROVAL TO START PLACEMENT IN WRITING.

- B. PLACEMENT OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301.

- 10. PROTECTION

- A. IMMEDIATELY AFTER PLACEMENT, THE CONTRACTOR SHALL PROTECT THE CONCRETE FROM PREMATURE DRYING, EXCESSIVELY HOT OR COLD TEMPERATURES, AND MECHANICAL INJURY. FINISHED WORK SHALL BE PROTECTED.

- B. CONCRETE SHALL BE MAINTAINED WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSTANT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

- C. ALL CONCRETE SHALL BE WATER CURED BY CONTINUOUS (NOT PERIODIC) FINE MIST SPRAYING OR SPRINKLING ALL EXPOSED SURFACES. WATER SHALL BE CLEAN AND FREE FROM ACID, ALKALI, SALTS, OIL SEDIMENT, AND ORGANIC MATTER. SUCCESSFUL CURING SHALL BE OBTAINED BY USE OF AN AMPLE WATER SUPPLY UNDER PRESSURE IN PIPES, WITH ALL NECESSARY APPLIANCES OF SPRINKLERS, AND SPRAYING DEVICES.

DIVISION 5 - STRUCTURAL STEEL:

- 1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE LATEST AISC MANUAL OF STEEL CONSTRUCTION (ASD), AWS D1.1, AND THE BASIC BUILDING CODE. STRUCTURAL STEEL SHALL BE AS FOLLOWS:

- A. ASTM A36, GRADE 36; ROLLED STEEL, RODS, PLATES, U-BOLTS AND ANCHOR BOLTS.
B. ASTM A325 BOLTS, BEARING TYPE
C. ALL STEEL SHALL BE HOT-DIP GALVANIZED IN ACCORDANCE WITH ASTM A123.

- 2. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE.

- 3. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND T-MOBILE PROJECT MANAGER IN WRITING

- 4. TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION WHERE ALL PLIES IN A JOINT ARE IN FIRM CONTACT BY EITHER

- A. A FEW IMPACTS OF A IMPACT WRENCH
B. THE FULL EFFORT OF A PERSON USING A SPUD WRENCH.

- 5. WELDING

- A. ALL WELDING SHALL BE DONE BY CERTIFIED WELDERS. CERTIFICATION DOCUMENTS SHALL BE MADE AVAILABLE FOR ENGINEER'S AND/OR OWNER'S REVIEW IF REQUESTED.

- B. WELDING ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING SHALL CONFORM TO ASTM A-233, E70 SERIES. BARE ELECTRODES AND GRANULAR FLUX USED IN THE SUBMERGED ARC PROCESS SHALL CONFORM TO AISC SPECIFICATIONS.

- C. FIELD WELDING SHALL BE DONE AS PER AWS D1.1 REQUIREMENTS VISUAL INSPECTION IS ACCEPTABLE.

- 6. PROTECTION

- A. UPON COMPLETION OF ERECTION INSPECT ALL GALVANIZED STEEL AND PAINT ANY FIELD CUTS, WELDS, OR GALVANIZED BREAKS WITH ZINC BASED PAINT. COLOR TO MATCH THE GALVANIZING PROCESS.

DIVISION 13 - SPECIAL CONSTRUCTION

ANTENNA INSTALLATION

WORK INCLUDED:

- 1. A. ANTENNAS AND COAXIAL CABLES ARE FURNISHED BY VERIZON WIRELESS UNDER A SEPARATE CONTRACT. THE CONTRACTOR SHALL ASSIST ANTENNA INSTALLATION CONTRACTOR IN TERMS OF COORDINATION AND SITE ACCESS. ERECTION SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PERSONNEL AND PROPERTY.

- B. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND VERIZON WIRELESS SPECIFICATIONS.

- C. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.

- D. INSTALL FURNISHED GALVANIZED STEEL OR ALUMINUM WAVEGUIDE AND PROVIDE PRINTOUT OF THAT TEST.

- E. CONTRACTOR SHALL PROVIDE FOUR (4) SETS OF SWEEP TESTS USING ANRITZU-PACKARD 8713B RF SCALAR NETWORK ANALYZER. SUBMIT FREQUENCY DOMAIN REFLECTOMETER(FDR) TESTS RESULTS TO THE PROJECT MANAGER. SWEEP TESTS SHALL BE AS PER ATTACHED RFS "MINIMUM FIELD TESTING RECOMMENDED FOR ANTENNA AND HELIAX COAXIAL CABLE SYSTEMS" DATED 10/5/93. TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING SERVICE AND BE BOUND AND SUBMITTED WITHIN ONE WEEK OF WORK COMPLETION.

- F. INSTALL COAXIAL CABLES AND TERMINATING BETWEEN ANTENNAS AND EQUIPMENT PER MANUFACTURER'S RECOMMENDATIONS. WEATHERPROOF ALL CONNECTORS BETWEEN THE ANTENNA AND EQUIPMENT PER MANUFACTURER'S REQUIREMENTS. TERMINATE ALL COAXIAL CABLE THREE (3) FEET IN EXCESS OF ENTRY PORT LOCATION UNLESS OTHERWISE STATED.

- G. ANTENNA AND COAXIAL CABLE GROUNDING:

- 1. ALL EXTERIOR #6 GREEN GROUND WIRE "DAISY CHAIN" CONNECTIONS ARE TO BE WEATHER SEALED WITH RFS CONNECTOR/SPLICE WEATHERPROOFING KIT #221213 OR EQUAL.
2. ALL COAXIAL CABLE GROUNDING KITS ARE TO BE INSTALLED ON STRAIGHT RUNS OF COAXIAL CABLE (NOT WITHIN BENDS).

GTE WIRELESS
MIDWEST, INC.
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

Table with 2 columns: DRAWN BY: NC, CHECKED BY: PS, CHECKED BY: RH, APPROVED BY: GMS



LOCATION # 288442
STEPHENS PARK
531 15TH AVE
MOLINE, IL 61265

SHEET TITLE:
GENERAL NOTES
& SPECIFICATIONS

SHEET NUMBER:
SP-2



EXISTING ACCESS GATE & DRIVEWAY TO BE UTILIZED
(LOOKING NORTHEAST)



TOP OF WATER TANK



LOOKING AT SITE FROM SOUTH EAST



PROPOSED STEEL PLATFORM LOCATION (LOOKING FROM WEST)



LOOKING AT PROPOSED SITE LOCATION -
STANDING SOUTH OF EXISTING DRIVEWAY



STANDING ON EAST SIDE OF EXISTING SITE VIEWING PROPOSED
OVERHEAD ELECTRIC ROUTE (LOOKING SOUTH)



PROPOSED MEET POINT LOCATION LOOKING EAST



CLOSEST UTILITY POLE W/TRANSFORMER
PROPOSED ELECTRIC ROUTE (LOOKING SOUTHEAST)

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LOCATION # 288442
STEPHENS PARK
531 15TH AVE
MOLINE, IL 61265

SHEET TITLE:
SITE PHOTO LOG

SHEET NUMBER:
PL-1

EXHIBIT "C"
(Survey)

[See attached]

LEGEND

	Light Post		Found Section Corner Monument
	Power Pole		Found or Set Monument
	Telephone Pedestal		Found or Set Cut Cross
	Fence		Measured
	Railroad Tracks		Record
	Centerline (60.00')		Document Number
	Section Line		Building
	Underground Electric Line		
	Underground Fiber Optic Line		
	Underground Communication Line		PROPOSED Access Easement
	Underground Gas Line		PROPOSED Utility Easement
	Underground Storm Line		Lease Site Area
	Underground Water Line		Gas Easement
	AGL Above Ground Level		
	POC Point of Commencement		
	POB Point of Beginning		

BENCHMARK INFO

SOURCE BENCHMARK: NGS MONUMENT
 DESIGNATION: ROC74 1A
 PID: AH3060
 STATE / COUNTY: IL / ROCK ISLAND
 USGS QUAD: SILVIS (1991)
 ELEVATION = 567.33' (NAVD88)

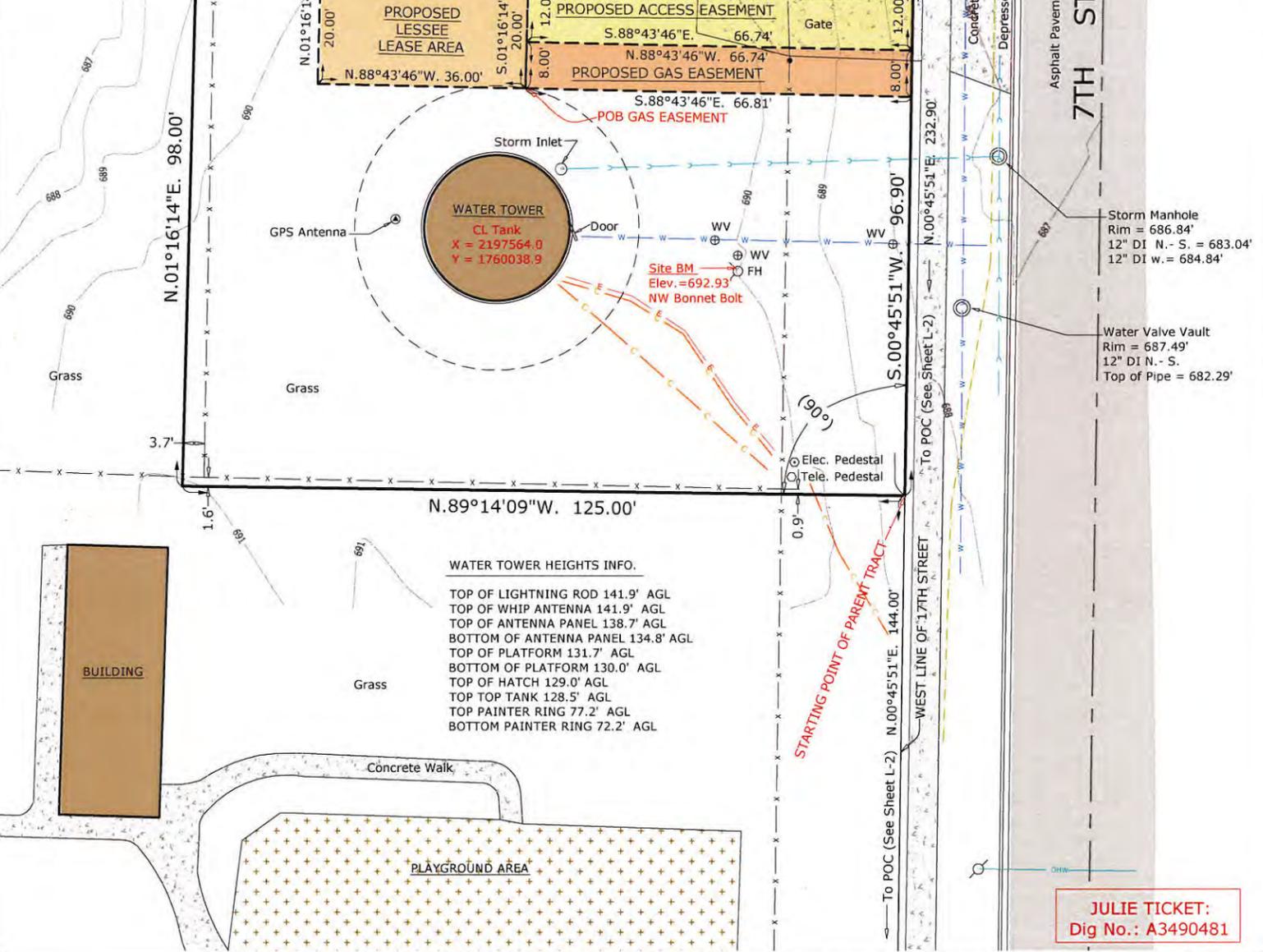
BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED ON ILLINOIS STATE PLANE, WEST ZONE, NAD83 (2011)
 MEAN MAGNETIC DECLINATION OBTAINED FROM U.S.G.S. 7 1/2 MINUTE SERIES MAP MILAN QUADRANGLE STATE OF ILLINOIS - IOWA
 LATITUDE: N 41° 29' 55.01"
 LONGITUDE: W 090° 31' 41.33"
 AT PROPOSED CENTERLINE OF TOWER COMPLIES WITH F.A.A. 1/A ACCURACY REQUIREMENTS
 SCALE: 1" = 30'

11" X 17" PRINT IS THE FULL SCALE FORMAT OF THIS SURVEY. ANY OTHER SIZE IS AT AN ADJUSTED SCALE.

LOCATION MAP

NOT TO SCALE



SURVEY NOTES

EASEMENTS AND SETBACKS SHOWN HEREON ARE BASED UPON THE RECORDED SUBDIVISION PLAT UNLESS NOTED OTHERWISE.

THE SURVEYOR EXPRESSES NO OPINION AS TO THE ACCURACY OF ANY UNDERGROUND UTILITIES WHEN NOT READILY VISIBLE FROM THE SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND/OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.

THE PERMANENT PARCEL INDEX NUMBER FOR THE PROPERTY ENCUMBERED BY THE LEASE SITE AND EASEMENTS HEREON IS 17-06-200-001.

THE FLOOD INSURANCE RATE MAP SHOWS THAT THE PROPERTY DESCRIBED HEREON IS FALLING WITHIN ZONE "X", ACCORDING TO THE COMMUNITY PANEL NUMBER 170591 0310 F, CITY OF MOLINE, MAP NUMBER 17161C0310F, ROCK ISLAND COUNTY, ILLINOIS AND INCORPORATED AREAS, MAP REVISED APRIL 5, 2010. ZONE "X" IS AREA DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN.

EASEMENTS AND SERVITUDES SHOWN HEREON ARE BASED UPON A TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, AND IDENTIFIED AS FILE NUMBER: 144003, REFERENCE FILE NUMBER 021403637, WITH AN EFFECTIVE DATE OF JANUARY 13, 2015.

LEGAL DESCRIPTIONS

SEE SHEET L-2 (SHEET 2 OF 2) FOR POINT OF COMMENCEMENT LOCATION AND ALL LEGAL DESCRIPTIONS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
 COUNTY OF KANE } SS

I, CHARLES S. MARSHALL, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETED IN THE FIELD ON 12/25/2014 IS A CORRECT REPRESENTATION OF A SURVEY PERFORMED AT AND UNDER MY DIRECTION.

THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND BOUNDARY SURVEYS SET FORTH BY ILLINOIS STATE LAW.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 9TH DAY OF DECEMBER, A.D. 2015.

CHARLES S. MARSHALL
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3377
 LICENSE EXPIRES 11/30/2016

NO.	DATE	REVISION
1.	12/25/2014	FIELD SURVEY COMPLETED
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	8/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT
7.	12/9/2015	REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

ASMO

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-4774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2017

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless
 A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

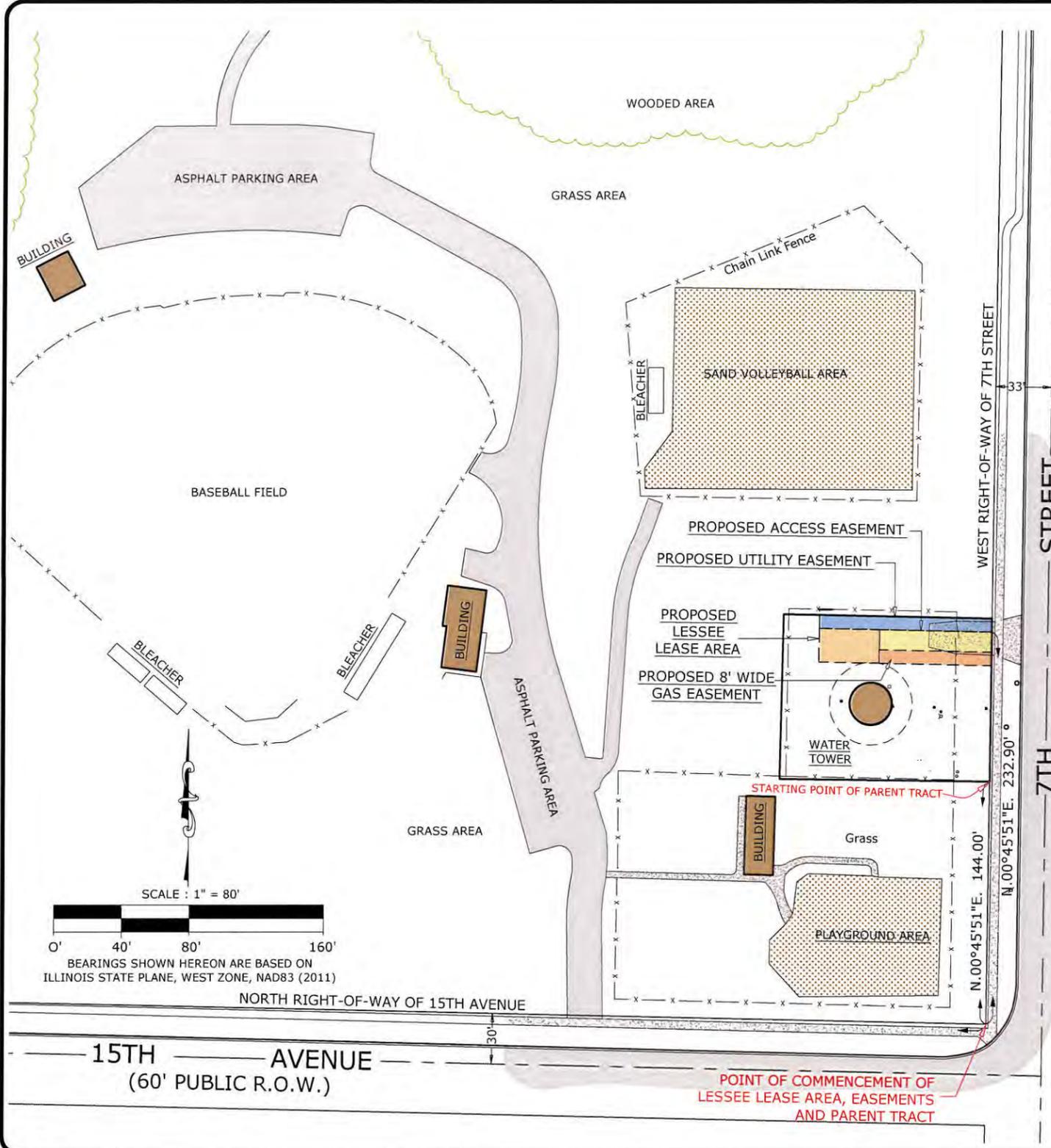
SITE DESIGNATION INFORMATION:

STEPHENS PARK
LOCATION NO.: 288442
531 15TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO. 810006A

LS-1



PARENT TRACT:
 (Part of Exceptions in Deed document number 121186 filed December 10, 1907)

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH (7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

SAID TRACT OF LAND IS NOW OWNED BY HENRY DEEBELLISHN AND DORA HOESLI.

PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION:

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF 7TH STREET WITH THE NORTH RIGHT-OF-WAY LINE OF 15TH AVENUE; THENCE NORTH 00 DEGREES 45 MINUTES 51 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 232.90 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST, 66.64 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 16 MINUTES 14 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 46 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 14 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 46 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

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SAID PARCEL CONTAINS 800.3 SQUARE FEET

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

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SAID PARCEL CONTAINS 820.8 SQUARE FEET.

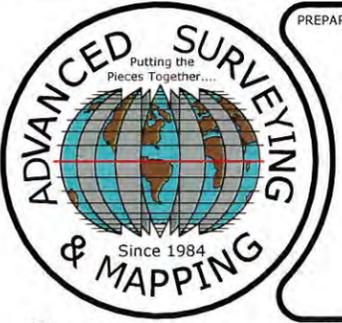
PROPOSED GAS EASEMENT LEGAL DESCRIPTION:

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SAID PARCEL CONTAINS 534.2 SQUARE FEET.

7. 12/9/2015 REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

ASMO

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-4774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless
 A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

NO.	DATE	REVISION
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	4/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT

SITE DESIGNATION INFORMATION:

STEPHENS PARK
LOCATION NO.: 288442
531 15TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO.
810006A

LS-2

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: Stephens Park WT)

MEMORANDUM OF WATER TOWER LEASE AGREEMENT

This Memorandum of Water Tower Lease Agreement is made this ____ day of _____, 20__, between the City of Moline, an Illinois municipal corporation, with its principal offices located at 619 16th Street, Moline, Illinois 61265, hereinafter referred to as “LESSOR”, and GTE Wireless of the Midwest Incorporated, an Indiana corporation d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the “Agreement”) on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the third (3rd) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms and conditions for one (1) further term of five (5) years.
2. LESSOR hereby leases to LESSEE a portion of that certain space on the LESSOR's water tower, located at 531 15th Avenue, Moline, Illinois, as shown on the Tax Map of Moline as Parcel Identification Number 1706200001, and being part of that real property further described in Deed Book 181 at Page 447 and in Deed Book 187 at Page 386, as recorded in the Office of the Rock Island County Recorder, (the entirety of LESSOR's property is referred to hereinafter as the “Property”), together with a 36' x 20' parcel of land sufficient for installation of LESSEE's equipment building (the “Land Space”); together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks over a twelve foot (12') wide right-of-way (the “Access Right of Way”), and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along an eight foot (8') wide right-of-way (“Utility Right of Way”) and a separate eight foot (8') wide right-of-way (“Gas Right of Way”) extending from the nearest public right-of-way, 7th Street, to the Land Space. The Tower Space, Land Space, Access Right of Way, Utility Right of Way, and Gas

Right of Way are all hereinafter as the "Premises". The Premises are as described in Exhibit A attached hereto and made a part hereof, and as shown on the plat of survey attached hereto and incorporated herein as Exhibit B. In the event any public utility is unable to use the aforementioned rights-of-way, the LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is April 1, 2016.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Moline

By: _____
Scott Raes, Mayor

Attest: _____
Tracy Koranda, City Clerk

Date: _____

Approved as to form:

Maureen Riggs, City Attorney

LESSEE:

**GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless**

By: _____

Name: _____

Its: _____

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF ROCK ISLAND)

LESSOR ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that Scott Raes personally came before me this day and acknowledged that he is the Mayor of the City of Moline, an Illinois municipal corporation, and he, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as his own act and deed on behalf of the City of Moline.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
)
COUNTY OF _____)

LESSEE ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and she, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as her/his own act and deed on behalf of GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

[WRITTEN METES AND BOUNDS OF THE PREMISES AND INGRESS/EGRESS AND UTILITY EASEMENT]

PROPERTY:

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH (7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

LAND SPACE:

A PARCEL OF LAND FOR LESSEE LEASE AREA PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINS 720.0 SQUARE FEET.

ACCESS RIGHT OF WAY:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 1 WEST OF THE 4TH P.M., ROCK ISLAND COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

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UTILITY RIGHT OF WAY:

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GAS RIGHT OF WAY:

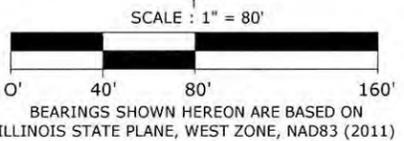
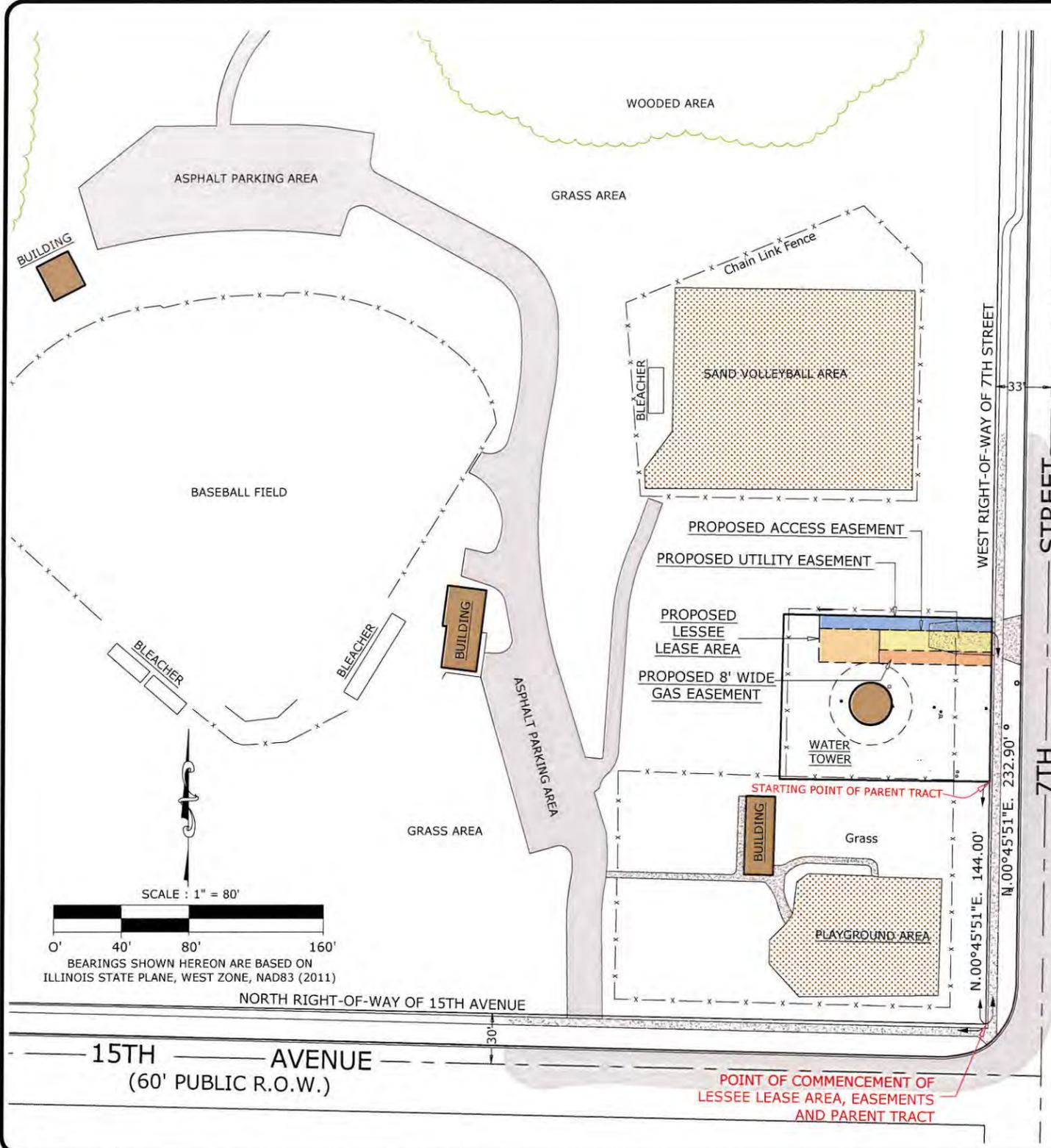
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EXHIBIT B

**[BOUNDARY SURVEY OF THE PREMISES
AND INGRESS/EGRESS AND UTILITY EASEMENT]**

[see attached survey]



PARENT TRACT:
 (Part of Exceptions in Deed document number 121186 filed December 10, 1907)

BEGINNING AT A POINT WHERE THE WEST LINE OF SEVENTH (7TH) STREET INTERSECTS THE NORTH LINE OF FIFTEENTH (15TH) AVENUE IN THE CITY OF MOLINE, THERE RUN NORTH ALONG THE SAID WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND FORTY FOUR (144) FEET FOR A STARTING POINT, THENCE RUN WEST AT RIGHT ANGLES TO THE WEST LINE OF SEVENTH (7TH) STREET, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN NORTH AT RIGHT ANGLES TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, NINETY EIGHT (98) FEET, THENCE RUN EAST PARALLEL TO THE NORTH LINE OF FIFTEENTH (15TH) AVENUE, ONE HUNDRED AND TWENTY FIVE (125) FEET, THENCE RUN SOUTH ON THE WEST LINE OF SEVENTH (7TH) STREET, NINETY EIGHT (98) FEET TO SAID STARTING POINT, IN COUNTY OF ROCK ISLAND, STATE OF ILLINOIS.

SAID TRACT OF LAND IS NOW OWNED BY HENRY DEEBELLISHN AND DORA HOESLI.

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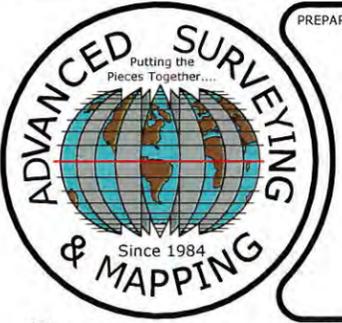
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7. 12/9/2015 REVISED LEASE AREA & EASEMENTS LOCATION PER CLIENT



PREPARED BY:

ASMO

ASM Consultants, Inc.
 16 E. Wilson Street, Batavia, IL 60510
 Tel (630) 879-0200 Fax (630) 454-4774
 advanced@advct.com
 Professional Design Firm #184-006014 expires 4/30/2015

PLAT OF SURVEY OF LESSEE LEASE AREA AND EASEMENTS

PREPARED FOR:

GTE WIRELESS MIDWEST, INC.
 limited partnership
 d/b/a/ Verizon Wireless

Concordia Wireless
 A division of Concordia Group, Ltd.
 361 Randy Road, Suite 101
 Carol Stream, IL 60188

NO.	DATE	REVISION
4.	4/8/2015	REISSUED PRELIMINARY SURVEY
5.	4/24/2015	FINAL SURVEY COMPLETED
6.	12/1/2015	REVISED GAS EASEMENT LOCATION PER CLIENT

SITE DESIGNATION INFORMATION:

STEPHENS PARK
LOCATION NO.: 288442
531 15TH AVENUE
MOLINE, IL 61265

DRAWN BY: PS
 CHECKED BY: CSM

PROJECT NO. 81006A

LS-2

Council Bill/Resolution No. 1015-2016
Sponsor: _____

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.

WHEREAS, bids were publicly read on February 2, 2016; and

WHEREAS, bids were solicited with Walter D. Laud, Inc. submitting the lowest responsible and responsive bid; and

WHEREAS, sufficient funds are available.

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

That the Mayor and City Clerk are hereby authorized to execute a contract with Walter D. Laud, Inc. for Project #1242, 2016 Inlet and Catch Basin Replacement Program, in the amount of \$147,820.30; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 23, 2016

Date

Passed: February 23, 2016

Approved: March 1, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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.

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
Quad Cities, Inc. Valley Construction Company**

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Centennial Contractors of the 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
	TOTAL				\$147,820.30		\$148,065.30		\$171,780.00

AN ORDINANCE

AMENDING Chapter 8, “BUILDINGS AND OTHER CONTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-3101, “AMENDMENTS TO MOLINE MECHANICAL CODE,” by repealing subsection (k) in its entirety and enacting in lieu thereof one new subsection (k) dealing with the same subject matter.

WHEREAS, it is in the City’s best interest to establish building and construction guidelines to protect the health, safety and welfare of City residents; and

WHEREAS, City staff recommends an amendment to Section 8-3101, subsection (k), of the Moline Code of Ordinances, that provides clarification concerning the installation of ventless fireplaces; and

WHEREAS, ventless fireplaces should be installed according to the manufacturer’s instructions to protect the health, safety and welfare of City residents.

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

Section 1 – That Chapter 8, “BUILDINGS AND OTHER CONSTRUCTION AND BUILDING SERVICES,” of the Moline Code of Ordinances, Section 8-3101, “AMENDMENTS TO MOLINE MECHANICAL CODE,” is hereby amended by repealing subsection (k) in its entirety and enacting in lieu thereof one new subsection (k) dealing with the same subject matter, which shall read as follows:

“SEC. 8-3101. AMENDMENTS TO MOLINE MECHANICAL CODE.

* * * * *

(k) **Section 901 General.**

Add one new subsection:

“901.5 Ventilation. All gas and/or wood burning appliances must be vented, except ventless fireplaces which must be installed according to the manufacturer’s instructions.”

* * * * *

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A RESOLUTION

AUTHORIZING the Parks Recreation Director to accept a proposal submitted by Lovewell Fencing, Inc., Davenport, Iowa, in the amount of \$107,000 for the reconstruction of backstop/dugout #5 at Green Valley Sports Complex.

WHEREAS, a Request for Proposals (RFP) was issued by the Parks Recreation Department seeking qualified companies to provide a comprehensive plan of work and cost estimate to reconstruct the backstop/dugout #5 at Green Valley Sports Complex; and

WHEREAS, Lovewell Fencing, Inc. submitted the only proposal during the solicitation period of November 22, 2015 through December 15, 2015; and

WHEREAS, the proposal was reviewed, taking into consideration the price and plan of work set forth in the RFP, and found to meet the RFP requirements; and

WHEREAS, Lovewell's proposal is recommended as advantageous to the City and in the City's best interest; and

WHEREAS, Park staff is requesting that the \$107,000 be paid from Tourism Fund 018-9903-418.08-50, said funds being budgeted for this purpose.

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

That the Parks Recreation Director is hereby authorized to accept a proposal submitted by Lovewell Fencing, Inc., Davenport, Iowa, in the amount of \$107,000 for the reconstruction of backstop/dugout #5 at Green Valley Sports Complex; provided, however, that said proposal is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 23, 2016

Date

Passed: February 23, 2016

Approved: March 1, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

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.

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

Council Bill/Resolution No. 1017-2016
Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to establish a Public Hearing date of Tuesday, April 26, 2016, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Moline Centre Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

WHEREAS, the City of Moline, Illinois desires to adopt Tax Increment Financing (TIF) pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et. Seq.*, as amended; and

WHEREAS, pursuant to State statute, prior to the creation of a TIF district, a public hearing must be held for the purposes of reviewing the TIF redevelopment plan.

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 establish a Public Hearing date of Tuesday, April 26, 2016, at 6:45 p.m. at Moline City Hall, 619 16th Street, Moline, Illinois, 2nd floor, for the Moline Centre Redevelopment Project Area and Tax Increment Finance District within the City of Moline, Illinois.

CITY OF MOLINE, ILLINOIS

Mayor

February 23, 2016
Date

Passed: February 23, 2016

Approved: March 1, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No. 1018-2016

Sponsor: _____

A RESOLUTION

AUTHORIZING the Mayor to sign a letter of support for submission with Gorman & Company's application to the Illinois Housing Development Authority for funds to redevelop the former Garfield Elementary School at 1518 25th Avenue, Moline, Illinois.

WHEREAS, Gorman & Company has executed a contract to purchase the former Garfield Elementary School located at 1518 25th Avenue, Moline, Illinois, from Moline School District No. 40; and

WHEREAS, on July 1, 2015, Gorman & Company initiated a Planned Unit Development ("PUD") rezoning application with the City by completing a pre-application conference for a proposed project consisting of 57 multi-family senior housing units at the former Garfield Elementary School site ("Project"); and

WHEREAS, the Project is consistent with the plans and goals of the City; and

WHEREAS, Gorman & Company is applying for funding from the Illinois Housing Development Authority ("IHDA") to proceed with said Project, which application includes points awarded for qualifying as a Community Revitalization Effort; and

WHEREAS, IHDA defines a Community Revitalization Effort as a deliberate, concerted, and locally approved plan or documented interconnected series of local approvals and events intended to improve and enhance specific aspects of a community or neighborhood; and

WHEREAS, it is necessary for Gorman & Company to provide a letter of support from the City of Moline along with its application to IHDA for funding identifying the Project as located within a Community Revitalization Effort; and

WHEREAS, the proposed development is located with the Morgan Park Planning District; and

WHEREAS, the City has approved a Plan for the Morgan Park Planning District that calls for higher density residential areas that blend compatibly into the neighborhood; and

WHEREAS, the Morgan Park Planning District also seeks multiple revitalization efforts including economic development such as business development and retention, transportation systems, and quality of life; and

WHEREAS, the City Council adopted the above planning goals within the Comprehensive Plan on November 13, 2001; and

WHEREAS, the City Council has adopted as a Priority the positive repurposing of the Garfield Elementary School as a component of the Strategic Plan of June 2013; and

WHEREAS, the City desires Garfield School to be redeveloped into affordable housing for elderly residents, hereby promoting mixed-income housing in the community; and

WHEREAS, the City desires affordable housing to be located near a variety of land-use types and amenities; and

WHEREAS, the Mayor's signature within the City's letter of support for use in Gorman & Company's application to IHDA in no way approves any portion of the Project; and

WHEREAS, the proposed development must continue to follow the City's PUD approval process.

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

That the Mayor is hereby authorized to sign a letter of support for submission with Gorman & Company's application to the Illinois Housing Development Authority for funds to redevelop the former Garfield Elementary School at 1518 25th Avenue, Moline, Illinois; provided, however, that said letter is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

February 23, 2016

Date

Passed: February 23, 2016

Approved: March 1, 2016

Attest: _____
City Clerk

Approved as to Form:

City Attorney



Scott Raes
Mayor

619 16th Street
Moline, Illinois 61265

Office: 309.524.2001

Email:
sraes@moline.il.us

February 17, 2016

Executive Director
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, IL 60611

Re: *Garfield School Senior Residences (“Project”)*
1518 25th Avenue, Moline, IL

To Whom It May Concern:

The City of Moline strongly supports the redevelopment of the historic Garfield School into affordable senior residences and is again pleased to be working closely with Gorman & Company and its not-for-profit partners on this important Project.

This redevelopment project is a critical component of the City’s Community Revitalization Efforts as established in City planning documents. The Consolidated Plan calls for an increase in affordable housing, especially targeting special needs residents that include the elderly. The Comprehensive Plan specifically recommends the development of higher density residential housing in the Morgan Park Planning District, in which Garfield School is located, that is compatible with the neighborhood. Finally, the Strategic Plan identifies the positive repurposing of Garfield Elementary School as a top priority. It is our firm belief that the proposed Garfield School Senior Residences, which will seamlessly integrate 57 units of high quality affordable elderly housing into the existing community by repurposing a historic decommissioned school, represents the accomplishment of all of the above-mentioned revitalization goals.

The City has worked very successfully over these past years with the Gorman team resulting in the development of the historic Moline High School lofts and new construction of the Moline Enterprise Lofts. The City has brought resources and forged partnerships to make much needed affordable housing redevelopment projects a reality for the City and its residents.

We thank you for working with the City of Moline as it moves forward with its revitalization plans and trust that you will give this application your favorable consideration. We are sure you will find as much merit in the Gorman & Company ambitions to provide good quality affordable housing to seniors as we do. Please do not hesitate to contact the City if we can be of any assistance to you regarding this application.

Respectfully,

Scott Raes
Mayor
City of Moline

Council Bill/Resolution No. 1019-2016

Sponsor: _____

A RESOLUTION

DECLARING the City Council's intent to not negotiate or execute any development agreement with Todd Raufeisen for a period of four years.

WHEREAS, Todd Raufeisen was the manager of RDC Case Creek Trails, LLC (hereinafter "RDC Case Creek Trails"), with whom the City and the Quad City International Airport executed a Development Agreement for a multi-phased development in 2010; and

WHEREAS, the City issued bonds in anticipation of paying for the infrastructure and other costs at the development site and expended funds for the development project; and

WHEREAS, RDC Case Creek Trails failed to perform its obligations pursuant to the Development Agreement; and

WHEREAS, the City terminated the Development Agreement as to RDC Case Creek Trails on March 7, 2012; and

WHEREAS, Todd Raufeisen continues to contact City staff regarding potential development projects; and

WHEREAS, the City Council seeks to expend City funds in a judicious manner by working with performing developers to promote sound economic development.

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

That the City Council will not negotiate or execute any development agreement with Todd Raufeisen for a period of four years from date of execution of this Resolution.

CITY OF MOLINE, ILLINOIS

Mayor

February 23, 2016

Date

Passed: February 23, 2016

Approved: March 1, 2016

Attest: _____

City Clerk

Approved as to Form:

City Attorney

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease and Concession Agreement with John Rogers DBA Roy’s All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016.

WHEREAS, John Rogers DBA Roy’s All Fed Up desires a Lease and Concession Agreement for the purpose of selling food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway, as shown and more particularly described on the attached Exhibit A; and

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

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

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease and Concession Agreement with John Rogers DBA Roy’s All Fed Up to sell food and beverages from a mobile concession stand along a portion of Ben Butterworth Parkway from April 1, 2016 through October 31, 2016; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

EXHIBIT "A"

LEASE AND CONCESSION AGREEMENT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into this ____ day of _____, 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 15th and July 15th.
 - b) Delinquent payments shall accrue interest at a rate of eight percent per annum.
 - c) Payments shall be made to the City of Moline Finance Department 1630 8th Avenue, Moline, Illinois 61265.
5. TERM AND TERMINATION
- a) The term of this Agreement shall commence on April 1, 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 4th Avenue
Moline, IL 61265

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

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

9. **OBSERVANCE OF LAWS AND ORDINANCES.** Vendor must, at its sole cost and expense, promptly correct any violation and comply with all laws, ordinances, notices, permits, requirements, orders, regulations and recommendations now or in the future in effect, of whatever nature, of all federal, state, county, municipal and other authorities, with respect to Vendor's conduct or use of the premises.
10. **SURRENDER OF PREMISES.** At the end or termination of the term hereby demised, Vendor covenants to surrender and deliver up the Premises hereby leased in as good 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 16th Street
 Moline, IL 61265
- 4) Cancellation should read: ***Should any of the above described policies be cancelled before the expiration date thereof, the issuing insured will endeavor to mail 15 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.***

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Agreement with Action Valley Paintball, LLC to lease a portion of Green Valley Park for the purpose of operating a paintball field that is open to the public.

WHEREAS, Action Valley Paintball, LLC desires a Lease Agreement for the purpose of operating a paintball field at Green Valley Park, the location of which is as shown and more particularly described on the attached Exhibit 1-A; and

WHEREAS, the term of the Lease Agreement will be April 1, 2016 through April 1, 2017, and the lease payment will consist of an annual lease rent of \$400; and

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

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute a Lease Agreement with Action Valley Paintball, LLC; 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

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 8th 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 4th Avenue
Moline, IL 61265

Lessee:
Action Valley Paintball, LLC
Attn: Patrick J. Dickens
3200 16th 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.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> 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
							\$
	AUTOMOBILE LIABILITY <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						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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

CERTIFICATE HOLDER **CANCELLATION**

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

Council Bill/Special Ordinance No. 4009-2016

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute the 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 17th Avenue, Moline, Illinois.

WHEREAS, 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 17th Avenue, Moline, Illinois; and

WHEREAS, 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; and

WHEREAS, USCOC of Greater Iowa, LLC, a Delaware limited liability company (hereinafter "USCOC") is the successor in interest to Davenport Cellular; and

WHEREAS, USCOC has requested to modify its equipment, and City staff is agreeable to this request; and

WHEREAS, execution of the First Amendment to Water Tank Lease Agreement by the City will allow USCOC to modify its equipment.

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 the First Amendment to Water Tank Lease Agreement between the City of Moline and USCOC of Greater Iowa, LLC, for the site located at 1531 17th Avenue, Moline, Illinois; provided, however, that said First Amendment to Water Tank Lease Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

**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 16th 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 17th 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.

Site Name: I74 Moline WT

Site Number: 276358

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: Narothum Saxena

Title: Vice President

Date: 2/8/16

Site Name: I74 Moline WT

Site Number: 276358

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__.

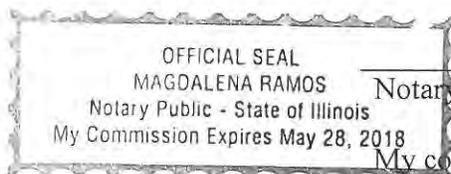
Notary Public

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 **Narothum Saxena**, 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 8 day of February, 2016



M Ramos

Notary Public

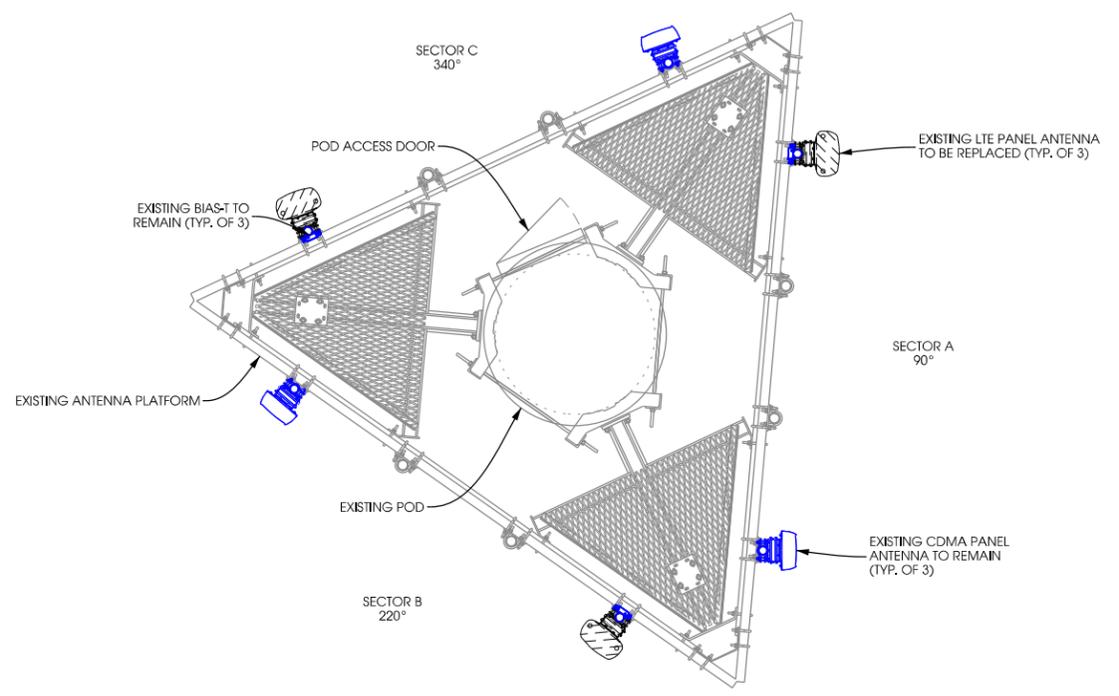
My commission expires 5.28.18

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																			
Beta	7	800 10306	1	120	340	2	7	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Beta	8	AM-X-CW-18-65-00T-RET	1	120	340	0	7	Dedicated	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Beta	9																			
Total			6									Total	12		3	0	0	0	0	Total

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

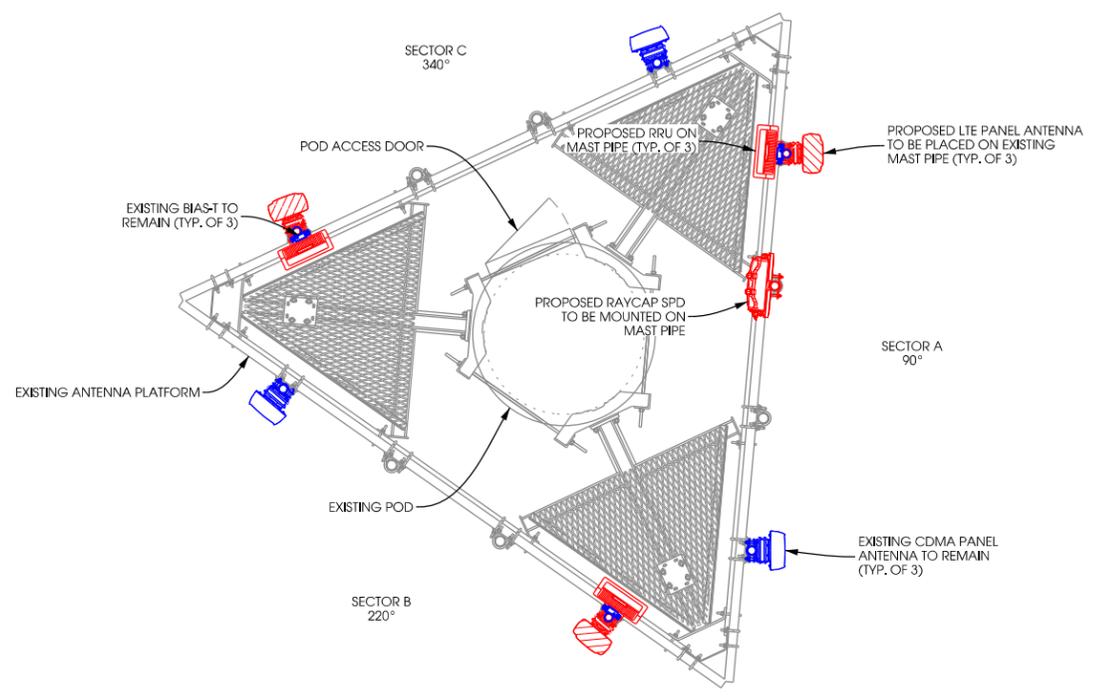
A EXISTING ANTENNA ASSIGNMENT
 SCALE: 11" x 17" - 1/4" = 1'-0"
 22" x 34" - 1/2" = 1'-0"
 SEE A-4 FOR COLOR CODING

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					Ericsson RRU	
Beta	6							Shared	LTE	B2									Ericsson RRUS-11	
Beta	7	800 10306	1	120	340	2	7	Dedicated	CDMA	B5	Coax	7/8"	2	160						
Beta	8	800 10766	1	120	340	0	7	Shared	LTE	B5/B12	Coax	7/8"	2	160					Ericsson RRU	
Beta	9							Shared	LTE	B2									Ericsson RRUS-11	
Total			6									Total	13		3	0	3	1	0	Total

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

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

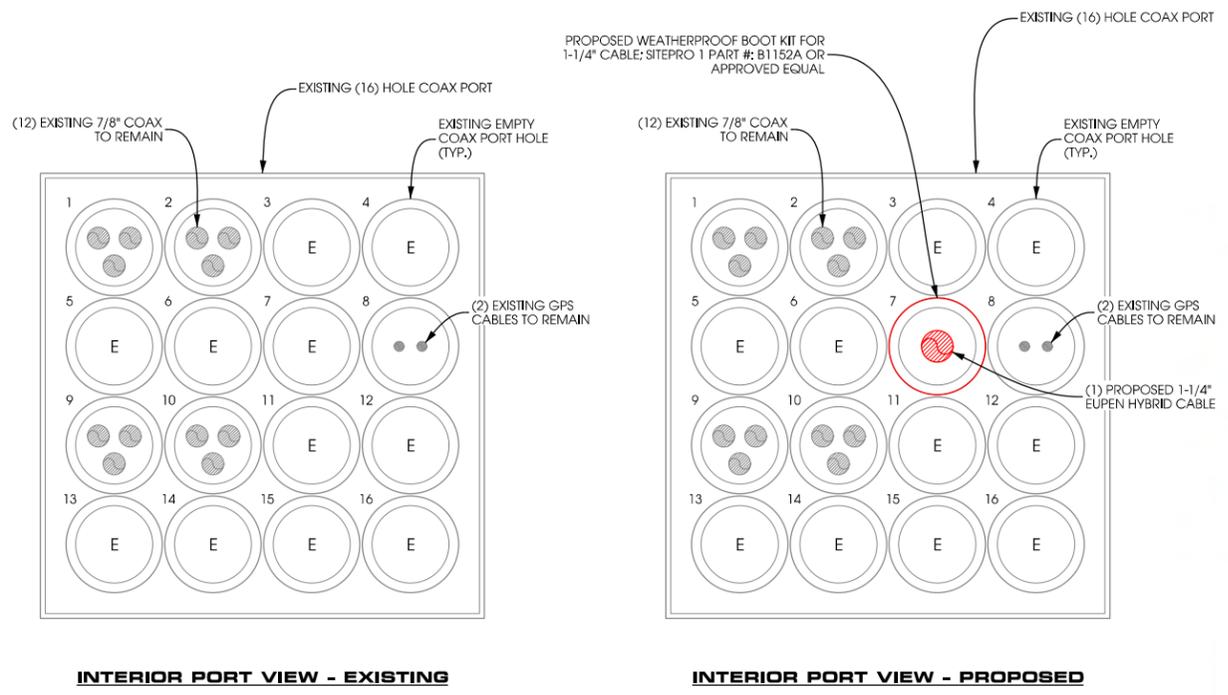
PLOT DATE: 1/5/2016

PROJECT #: 13111

FILE NAME: A-2.dgn

SHEET NUMBER: **A-2**

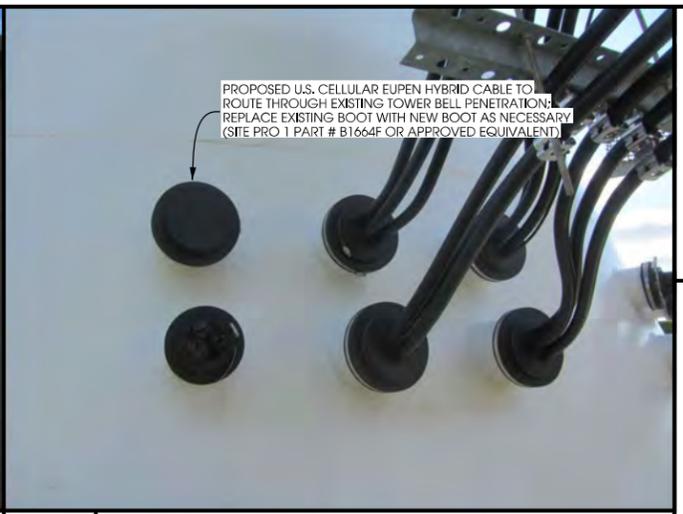
- COAX LEGEND:**
- = EXISTING 7/8" U.S. CELLULAR COAX (TO REMAIN)
 - = EXISTING EW90 (TO REMAIN)
 - = PROPOSED U.S. CELLULAR HYBRID CABLE
 - = EXISTING 7/8" U.S. CELLULAR COAX (TO BE REMOVED)
 - = EXISTING EW63 (TO REMAIN)
 - = EXISTING 1-5/8" U.S. CELLULAR COAX (TO REMAIN)
 - = EXISTING GPS CABLE (TO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



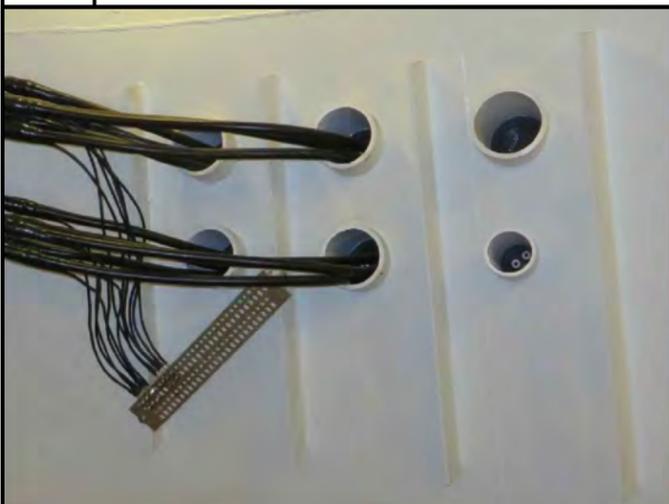
A COAX PORT LAYOUT - SHELTER INTERIOR
SCALE: NTS



D EXISTING ICE BRIDGE PROFILE



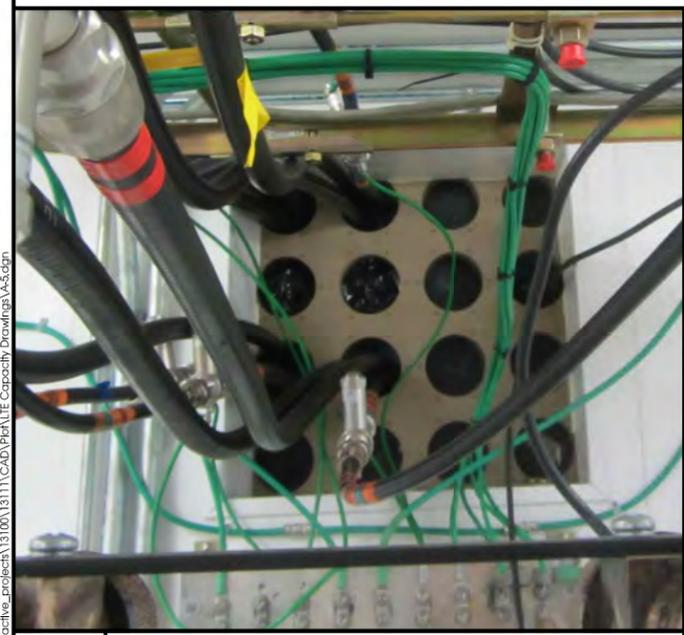
E EXISTING TOWER BELL PENETRATIONS



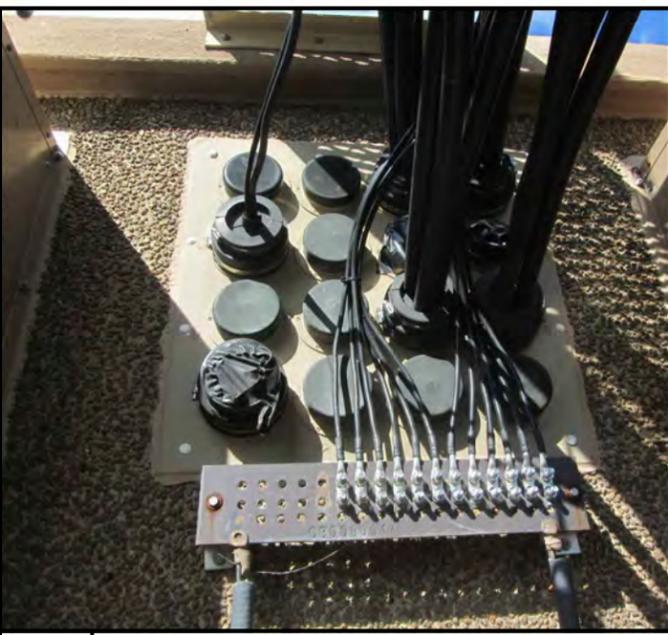
F EXISTING LOWER TOWER GROUND BAR



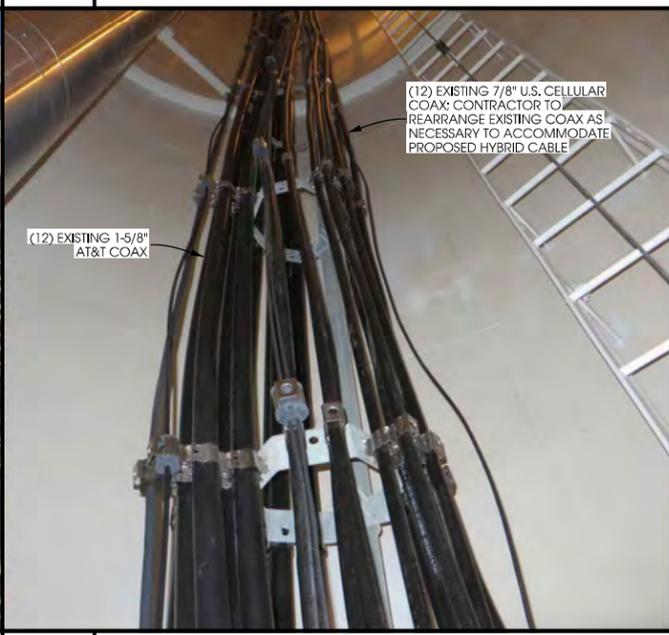
G EXISTING COAX ROUTING UP TOWER BELL



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

COAX ROUTING DETAILS
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-5.dgn	



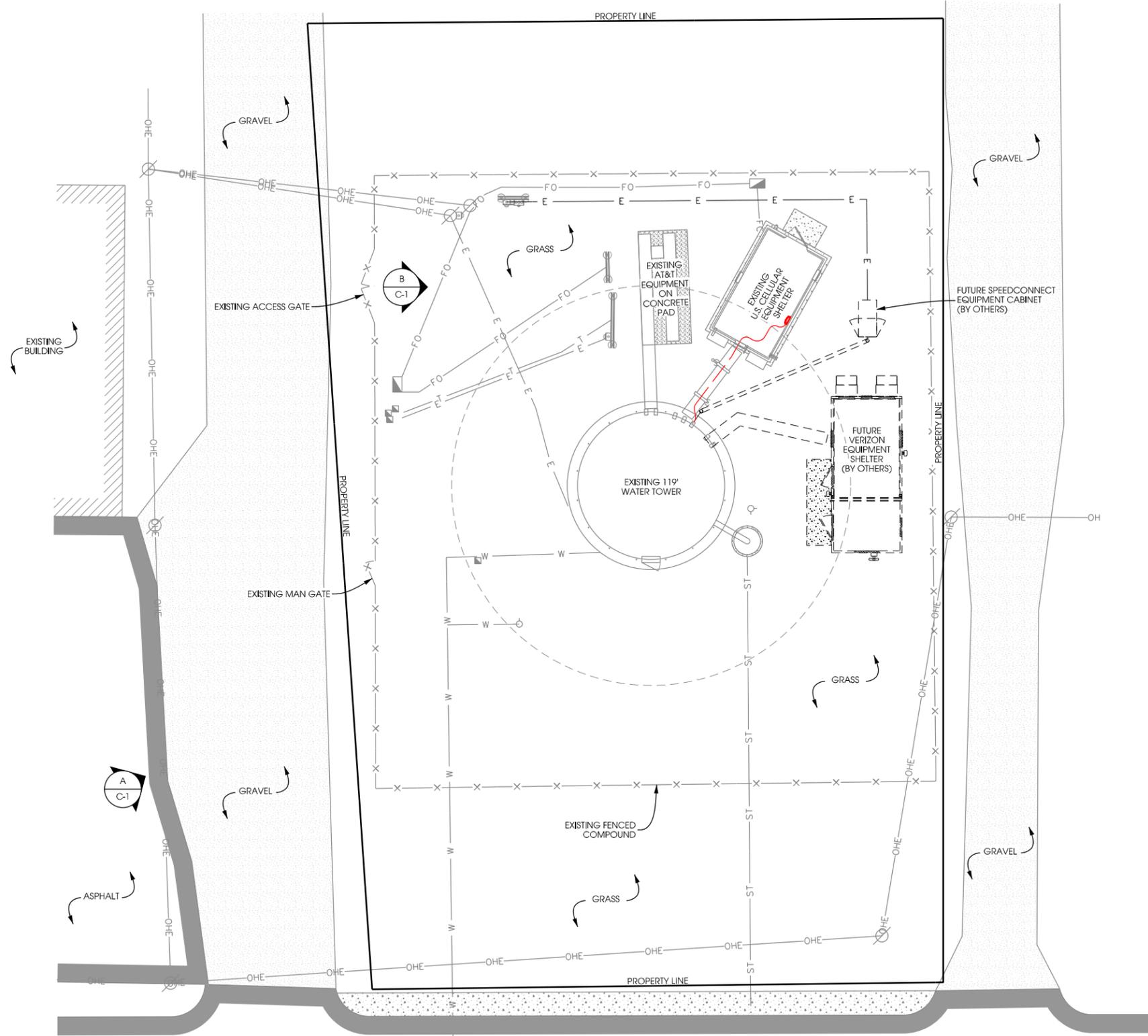
BIRD'S EYE AERIAL OVERVIEW



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'

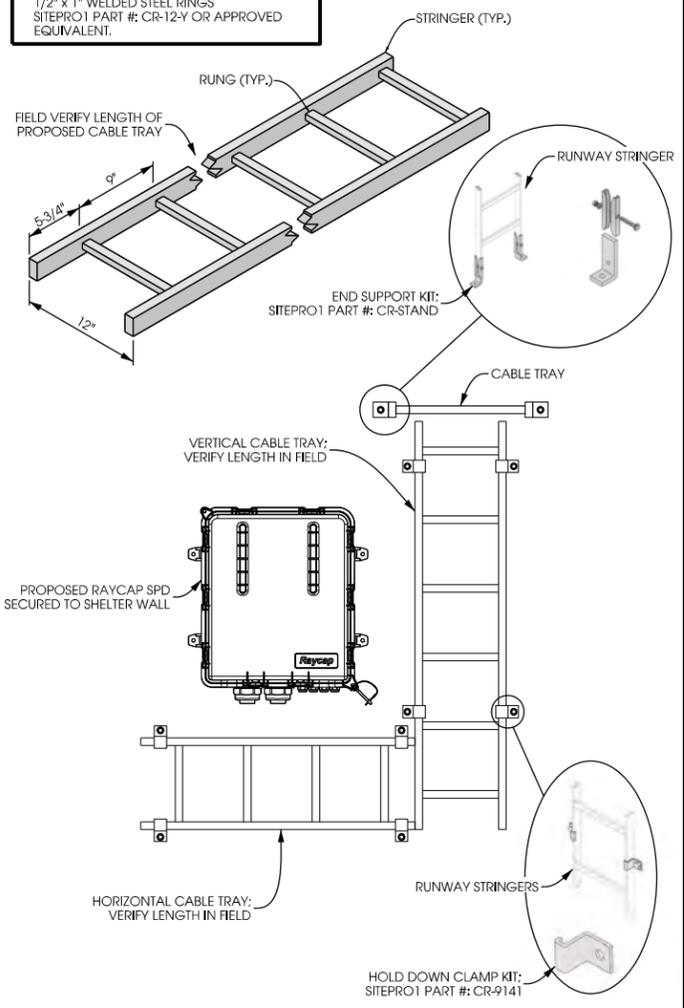
\\edp002\active_projects\13100\13111\CAD\Plot\IE_Capacity_Drawing\C-1.dgn

INTERIOR SHELTER LAYOUT
174 MOLINE WT (276358)
MOLINE, ILLINOIS

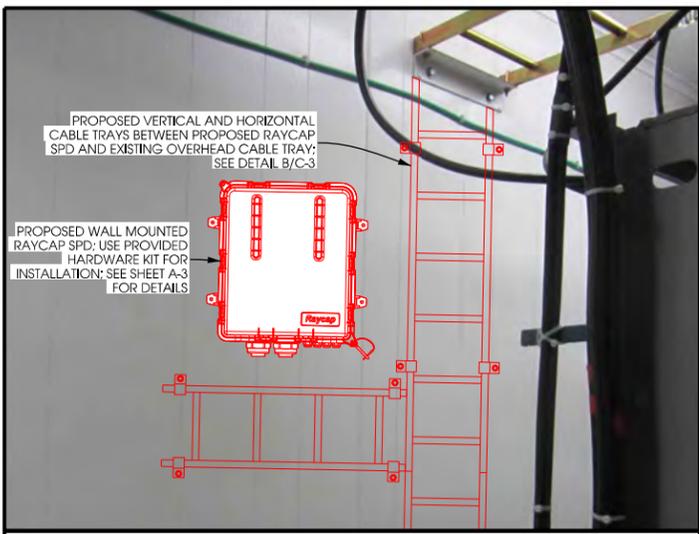
SHEET TITLE:

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:	C-3.dgn
SHEET NUMBER:	

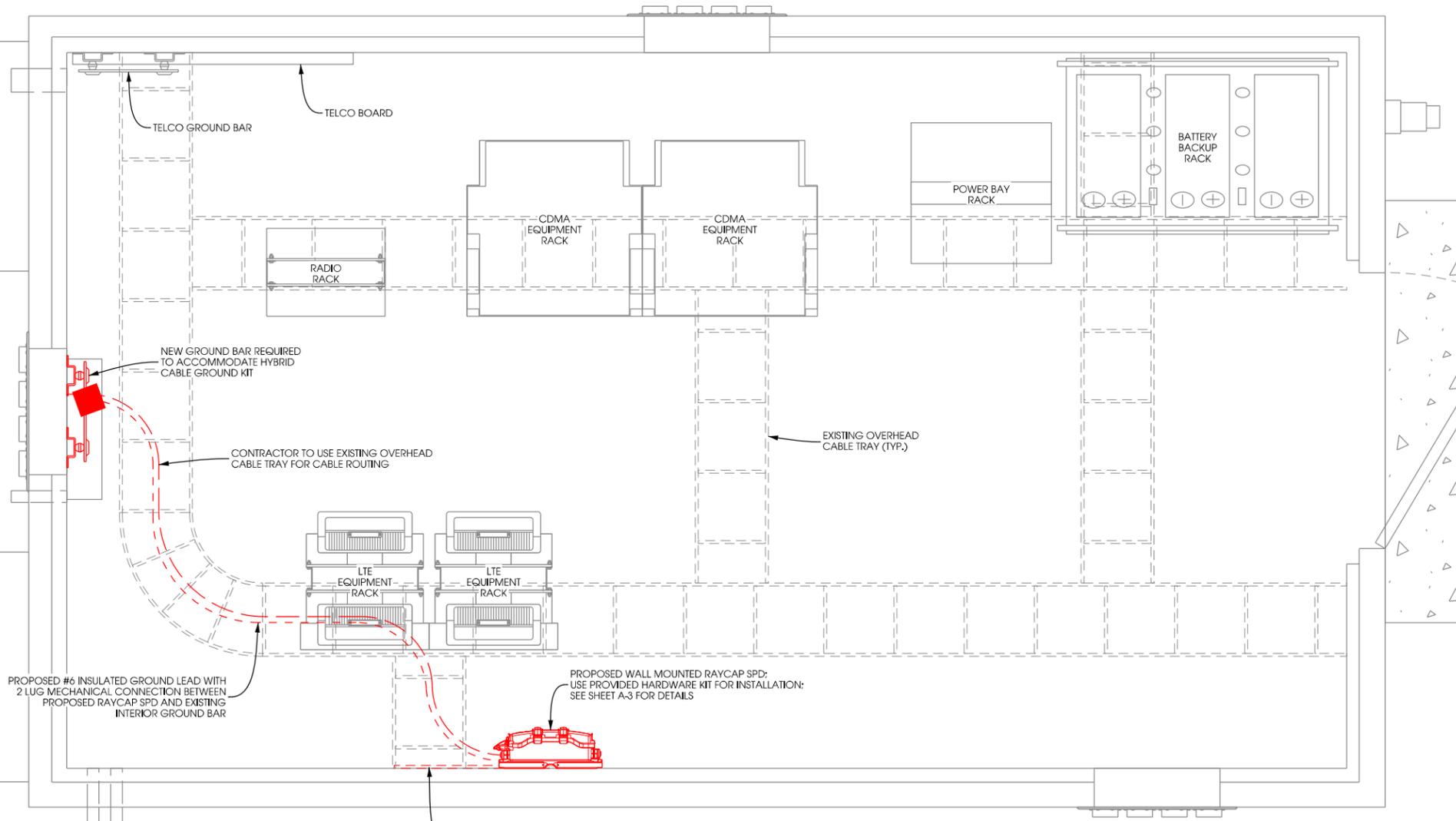
NOTE:
 3/8" x 1-1/2" TUBULAR STEEL STRINGER
 1/2" x 1" WELDED STEEL RINGS
 SITEPRO1 PART #: CR-12-Y OR APPROVED EQUIVALENT.



B CABLE TRAY DETAIL [TYP.]
 SCALE: NTS



C LOCATION OF PROPOSED RAYCAP SPD



NOTE:
 CONTRACTOR TO VERTICALLY SPACE PROPOSED RAYCAP SPD UNITS AS TO ALLOW FOR FUTURE EXPANSION OF (3) UNITS

A INTERIOR SHELTER LAYOUT
 SCALE: 11" x 17" - 1/2" = 1'-0"
 22" x 34" - 1" = 1'-0"

\\edp0202\active_projects\131100\13111\CAD\Plot\LTE_Capacity_Drawing\C3.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.

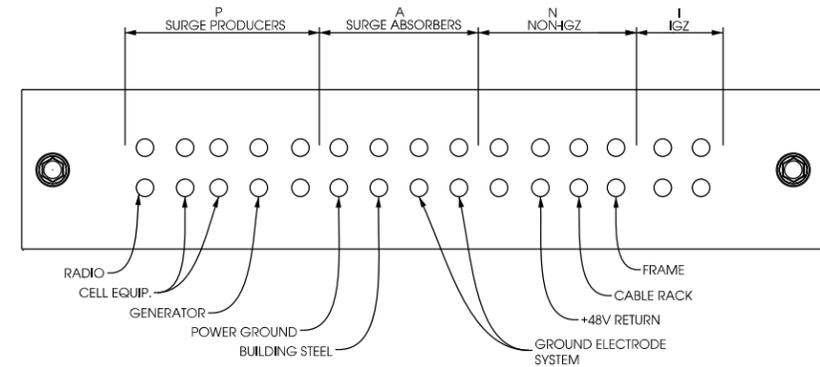
THE MGB WILL BE PREDRILLED COPPER ELECTRO TIN-PLATED BUS BAR WITH STANDARD NEMA BOLT SIZING AND SPACING WITH MINIMUM DIMENSIONS OF 1/4" THICK BY 4" WIDE AND 24" IN LENGTH. THE LENGTH MAY BE LONGER TO MEET FUTURE GROWTH PROJECTIONS.

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)

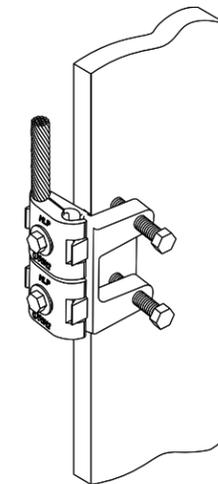
ALL CONNECTIONS MADE TO MGB WILL BE STANDARD 2-HOLE LUG.



GROUNDING NOTES

NOTES:

- 1. USE 2-HOLE CONNECTOR W/
 - HARGER UPCXL UNIVERSAL PIPE CLAMPS FOR ROUND MEMBERS
 OR
 - HARGER #223T HEAVY DUTY TINNED FLANGE BONDING PLATE
- 2. USE EXTERNAL ANTI-OXIDATION COMPOUND.
- 3. 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:

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Council Bill/Special Ordinance No. 4010-2016

Sponsor: _____

A SPECIAL ORDINANCE

DECLARING the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described herein (“Transfer Property”) as surplus; and

AUTHORIZING the Mayor and City Clerk to execute documents necessary to convey Transfer Property, located in the City of Moline, Illinois, to the United States of America; and

ACCEPTING the United States of America owned real estate located on a portion of Bass Street Landing and legally described herein (“Consideration Property”) in exchange for Transfer Property; and

AUTHORIZING City staff to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

WHEREAS, the City 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; and

WHEREAS, the City executed an Exchange Agreement in 2003, agreeing to convey the Property to the USA; and

WHEREAS, the City agreed to convey Transfer Property, legally described in Exhibit A and Exhibit B attached hereto, and commonly referred to by the USA as Tracts 205 and 206, which is primarily located adjacent to and underneath the current entrance/exit ramp to the Rock Island Arsenal at River Drive; and

WHEREAS, pursuant to the Exchange Agreement, in exchange the USA agrees to convey Consideration Property, legally described in Exhibit C and Exhibit D attached hereto, and commonly referred to by the USA as a portion of U.S. Tract No. 200 (Parcel A) and a portion of U.S. Tract No. 200 (Parcel B), respectively, which are a part of the Bass Street Landing area; and

WHEREAS, Transfer Property to be conveyed by the City is no longer public right-of-way, having been previously vacated; and

WHEREAS, declaring this Transfer Property surplus, authorizing its conveyance to the USA, and accepting Consideration Property in exchange, will complete the City’s agreement.

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

Section 1 – That the City-owned real estate located under the entrance/exit ramp to the Rock Island Arsenal at River Drive and legally described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference, located in the City of Moline, (“Transfer Property”), is declared surplus.

Section 2 – That the Mayor and City Clerk are hereby authorized to execute documents necessary to convey Transfer Property to the United States of America, as approved as to form by the City Attorney.

Section 3 – That the City accepts the conveyance from the United States of America of real estate located on a portion of Bass Street Landing area and legally described in Exhibit C and Exhibit D, attached hereto and incorporated herein by this reference, (“Consideration Property”) in exchange for the Transfer Property.

Section 4 – That City staff is hereby authorized to do all things necessary to complete the conveyance of the Transfer Property to the United States of America and accept the Consideration Property from the United States of America.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____

City Clerk

Approved as to Form:

City Attorney



WARRANTY DEED

THIS WARRANTY DEED, made and entered into by and between the **CITY OF MOLINE**, Illinois, a municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, hereinafter “GRANTOR”, party of the first part, whose official address is 619 16th Street, Moline, Illinois, and the UNITED STATES OF AMERICA, and its assigns, party of the second part, hereinafter “GRANTEE”, C/O Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CELRL-RE-M, P.O. Box 59 Louisville, Kentucky 40201-0059.

WITNESSETH: That GRANTOR conveys and warrants to GRANTEE, its successors and assigns, with general warranty covenants of title, all right, title, and interest in and to two (2) parcels of real property known as Tracts 205 and 206, totaling approximately .061 acres, in fee, together with improvements thereon, as described in Exhibit “A” and Exhibit “B” respectively, located in Moline, Rock Island County, Illinois, hereinafter “TRANSFER PROPERTY”.

TO HAVE AND TO HOLD the said premises, unto the said GRANTEE, its successors and assigns, forever, subject to the covenants and conditions herein set forth.

The consideration for this conveyance, the receipt of which is hereby acknowledged, is the conveyance by the GRANTEE herein to the GRANTOR herein all right, title, and interest in and to two (2) parcels of real property totaling approximately .524 acres in fee, together with facilities and improvements thereon, being further described in Exhibit “C” and Exhibit “D”, respectively, located at Rock Island Arsenal, Illinois hereinafter “CONSIDERATION PROPERTY”. As further consideration, GRANTOR has, at its expense, demolished the existing ramp located on the CONSIDERATION PROPERTY. Additionally, GRANTOR has constructed an entrance/exit ramp on the TRANSFER PROPERTY, to include a stoplight at the bottom of the new ramp.

Together for the same consideration, with all right, title and interest of the GRANTOR in the banks, beds, and waters of any streams bordering the TRANSFER PROPERTY hereinabove described, any alleys, roadways, streets, ways, strips, gores or railroad rights of way abutting or adjoining said land and in any means of ingress and egress appurtenant thereto.

Said TRANSFER PROPERTY is conveyed subject to existing easements for public roads and highways, public utilities, railroads and pipelines.

The acquiring federal agency is the Department of the Army, Corps of Engineers, Louisville District, Post Office Box 59, Louisville, Kentucky 40201-0059.

The undersigned persons executing this deed on behalf of the party of the first part represent and certify that they are duly elected officers of the party of the first part and have been fully empowered, that the first party has full corporate capacity to convey the real estate described herein, and that all necessary corporate action for the making of such conveyance has been taken and done.

The first party certifies that no Illinois Gross Income Tax is due with respect to this transaction.

TO HAVE AND TO HOLD unto the GRANTEE and its assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused its Corporate Name to be hereunto subscribed by its Mayor and duly attested Corporate Seal to be hereunto affixed by its City Clerk all in the CITY OF MOLINE this _____ day of _____, A. D., 2016.

(Seal)
Printed Name: Scott Raes
Mayor of the City of Moline

Attest:

(Seal)
Printed Name: Tracy A. Koranda
City Clerk

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

On this _____ day _____, A.D. 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 personally known, who being by me duly sworn, did say that he/she/they is/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 such Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by him/her/they voluntarily executed.

Notary Public
CITY OF MOLINE, ILLINOIS

Drafted by and after recording please return to:

Lisa M. Taylor, Attorney-at-Law
United States Army Corps of Engineers
Louisville District
ATTN: CELRL-OC
P.O. Box 59
Louisville, KY 40201-0059
(502)315-6644

EXHIBIT A

TRACT NO: 205

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Beginning at a point being an iron pin (Cap No. 35-3125) at the southwest corner of said Lot 4, being common to U.S. Tract No. 200 lands (as described as Parcel No. 0003A in Document No. 878814 in the records of Rock Island County); thence with said west line of Lot 4 and said east line of U.S. Tract No. 200

North 27 degrees 06 minutes 36 seconds West 79.28 feet to a point; thence crossing Lot 4 with said east line of U.S. Tract No. 200

North 18 degrees 26 minutes 10 seconds East 12.65 feet to a point; thence leaving said east line and continuing to cross Lot 4

South 45 degrees 12 minutes 50 seconds East 57.39 feet to a point; thence with the arc of a curve to the left, having a radius of 67.58 feet and a chord of South 63 degrees 24 minutes 50 seconds East 42.22 feet

Southeasterly 42.93 feet to a point at the north right-of-way line of 3rd Avenue; thence with said north right-of-way line

South 63 degrees 22 minutes 06 seconds West 51.85 feet, more or less, to the Point of Beginning, containing 2,171 square feet (0.050 of an acre), more or less.

15-Feb-2002, B.L.B.

TRACT NO: 205
OWNER: CITY OF MOLINE

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include part of the same lands as that described in a Warranty Deed from Warren Johnson, a/k/a Warren H. Johnson, and Dolores Rae Johnson, individually and as husband and wife, to the City of Moline, dated 28 October 1993, recorded as Document No. 93-26221, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT B

TRACT NO: 206

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, west of lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, being part of 16th Street (formerly known as terminated U.S. Tract 200E-4), and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Commencing at an iron pin (Cap No. 35-3370) at the northwest corner of said Lot 4, being common to U.S. Tract No. 200 lands as described as Parcel No. 0007BPE in Document No. 878814 in the records of Rock Island County; thence with the west line of Lot 4

South 27 degrees 06 minutes 36 seconds East 20.00 feet to an iron pin (Cap No. 35-3370); thence leaving Lot 4 and crossing 16th street with the east line of U.S. Tract No. 200

North 74 degrees 23 minutes 32 seconds West 9.47 feet to the Point of Beginning of the lands described herein; thence continuing with said east line of U.S. Tract No. 200 for the next three calls

North 74 degrees 23 minutes 32 seconds West 27.35 feet to a point; thence

North 41 degrees 07 minutes 10 seconds West 27.09 feet to a point; thence

North 63 degrees 41 minutes 29 seconds East 12.05 feet to a point; thence leaving the east line of U.S. Tract No. 200 and continuing to crossing 16th street

South 45 degrees 12 minutes 50 seconds East 46.99 feet, more or less, to the Point of Beginning, containing 471 square feet (0.011 of an acre), more or less.

15-Feb-2002, B.L.B.

TRACT NO: 206
OWNER: CITY OF MOLINE

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include part of the same lands as that depicted on a plat of the Old Town, an addition to the City of Moline and designated as Lynde Street, now Sixteenth (16th) Street, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT C

PORTION OF
TRACT NO. 200
(PARCEL A)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying in part of Lot 4 of Block 9 of the Old Town, an addition to the City of Moline, being a portion of U.S. Tract No. 200, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Commencing at an iron pin (Cap No. 35-3370) at the northwest corner of said Lot 4 of Block 9, being common to former U.S. Tract No. 200E-4 lands as described as Parcel 0006CTE in Document No. 878814 in the records of Rock Island County; thence with the west line of Lot 4

South 27 degrees 06 minutes 36 seconds East 20.00 feet to an iron pin (Cap No. 35-3370), being the Point of Beginning of the lands described herein and on the east line of U.S. Tract No. 200; thence with said east line

South 74 degrees 29 minutes 04 seconds East 36.68 feet to an iron pin (Cap No. 35-3370); thence continuing with said east line

South 18 degrees 26 minutes 10 seconds West 25.16 feet to a point; thence crossing U.S. Tract No. 200

North 45 degrees 12 minutes 50 seconds West 51.43 feet to a point on the east line of U.S. Tract No. 200; thence with said east line

South 74 degrees 23 minutes 32 seconds East 9.47 feet, more or less, to the Point of Beginning, containing 580 square feet (0.013 of an acre), more or less.

15-Feb-2002, B.L.B.
Rev. 8 Jan 2015, SLG (3)

PORTION OF
TRACT NO. 200
(PARCEL A)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include a part of the same lands described as Parcel No. 0007BPE, as acquired by the United States of America in a Warranty Deed from the City of Moline, a municipal corporation, chartered under the laws of the State of Illinois, dated 25 October 1979, recorded 11 September 1980, as Document No. 878814, in the records of Rock Island County, Moline, Illinois.

15-Feb-2002, B.L.B.

EXHIBIT D

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION

Situate in the State of Illinois, County of Rock Island, City of Moline, lying south and west of Block 2 in the Old Town, an addition to the City of Moline, being a portion of U.S. Tract No. 200, and more particularly described with bearings being referenced to a Right of Way Plat of Survey, dated 18 June 2001, certified by Chad E. Johnson, PLS No. 35-3370, as follows:

Beginning at a point being an iron pin (Cap No. 35-3125) at the southwest corner of said Block 2 in the Old Town, being common to U.S. Tract No. 200 lands as described as Parcel No. 0007BPE in Document No. 878814 in the records of Rock Island County; thence with the south line of said Block 2

North 63 degrees 23 minutes 36 seconds East 334.41 feet to a point; thence with the east line of U.S. Tract No. 200

South 26 degrees 15 minutes 30 seconds East 30.95 feet to a point in 2nd Avenue; thence with the south line of U.S. Tract No. 200

South 63 degrees 41 minutes 29 seconds West 355.53 feet to a point in 16th Street; thence with the west line of U.S. Tract No. 200

North 45 degrees 12 minutes 50 seconds West 90.85 feet to a point; thence continuing with said west line

North 41 degrees 18 minutes 21 seconds West 217.34 feet to a point; thence with the north line of U.S. Tract No. 200

North 49 degrees 55 minutes 32 seconds East 23.70 feet to a point; thence continuing with said north line

North 27 degrees 06 minutes 36 seconds West 37.02 feet to a point; thence continuing with said north line

North 49 degrees 11 minutes 05 seconds East 41.17 feet to a point; thence with the east line of U.S. Tract No. 200

South 27 degrees 06 minutes 36 seconds East 226.03 feet to a point; thence continuing with said east line

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

South 41 degrees 16 minutes 17 seconds East 32.02 feet to a point; thence continuing with said east line, being along the arc of a curve to the left having a radius of 68.42 feet and a chord of South 64 degrees 12 minutes 26 seconds East 53.33 feet

Southeasterly 54.78 feet to a point at the west line of aforesaid Block 2; thence with said west line

South 27 degrees 06 minutes 36 seconds East 20.64 feet, more or less, to the Point of Beginning, containing 22,238 square feet (0.511 of an acre), more or less.

20-Mar-2002, B.L.B.

Rev. 8 Jan 2015, SLG (3)

PORTION OF
U.S. TRACT NO. 200
(PARCEL B)

ROCK ISLAND ARSENAL
MILITARY RESERVATION
ROCK ISLAND COUNTY, ILLINOIS

LAND DESCRIPTION (cont'd)

It being the intent of the foregoing description to include a part of the same lands described as Parcel No. 0007BPE, as acquired by the United States of America in a Warranty Deed from the City of Moline, a municipal corporation, chartered under the laws of the State of Illinois, dated 25 October 1979, recorded 11 September 1980, as Document No. 878814, in the records of Rock Island County, Moline, Illinois.

20-Mar-2002, B.L.B.

City of Moline

January 2016
Financial Report

CITY OF MOLINE
SUMMARY OF REVENUE AND EXPENDITURES
AS OF 01/31/2016

	BUDGET	YTD ACTUAL	VARIANCE
GENERAL FUND			
Revenues	\$43,792,860	\$2,899,170	\$40,893,690
Expenditures	\$43,792,860	\$2,479,113	\$41,313,747
Difference	\$0	\$420,057	
GENERAL TRUST FUND			
Revenues	\$447,000	\$17,571	\$429,429
Expenditures	\$447,000	\$0	\$447,000
Difference	\$0	\$17,571	
SFOOR GRANT			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$0	\$0
Difference	\$0	\$0	
TOURISM FUND			
Revenues	\$160,000	\$0	\$160,000
Expenditures	\$160,000	\$0	\$160,000
Difference	\$0	\$0	
LEAD GRANT			
Revenues	\$843,830	\$0	\$843,830
Expenditures	\$843,830	(\$13,046)	\$856,876
Difference	\$0	\$13,046	
HOMEBUYER TRUST GRANT			
Revenues	\$1,395	\$0	\$1,395
Expenditures	\$1,395	\$224	\$1,171
Difference	\$0	(\$224)	
EMERGENCY REPAIR GRANT			
Revenues	\$30,740	\$0	\$30,740
Expenditures	\$30,740	\$0	\$30,740
Difference	\$0	\$0	
ABANDONED PROP PROGRAM			
Revenues	\$0	\$0	\$0
Expenditures	\$0	(\$12,300)	\$12,300
Difference	\$0	\$12,300	
NSP2 GRANT			
Revenues	\$77,080	\$57,489	\$19,591
Expenditures	\$77,080	(\$5,067)	\$82,147
Difference	\$0	\$62,556	
AG GRANT			
Revenues	\$150,000	\$0	\$150,000
Expenditures	\$150,000	(\$15,830)	\$165,830
Difference	\$0	\$15,830	

	BUDGET	YTD ACTUAL	VARIANCE
BLIGHT REDUCTION PROGRAM			
Revenues	\$350,000	\$0	\$350,000
Expenditures	\$350,000	(\$18,050)	\$368,050
Difference	\$0	\$18,050	
LIBRARY FUND			
Revenues	\$3,317,025	\$130,839	\$3,186,186
Expenditures	\$3,317,025	\$192,891	\$3,124,134
Difference	\$0	(\$62,052)	
PARK FUND			
Revenues	\$3,753,090	\$310,814	\$3,442,276
Expenditures	\$3,753,090	\$162,883	\$3,590,207
Difference	\$0	\$147,931	
MOTOR FUEL TAX FUND			
Revenues	\$4,819,440	\$0	\$4,819,440
Expenditures	\$4,819,440	\$248,779	\$4,570,661
Difference	\$0	(\$248,779)	
COMMUNITY DEVELOPMENT			
Revenues	\$661,740	\$359,026	\$302,714
Expenditures	\$661,740	(\$10,379)	\$672,119
Difference	\$0	\$369,406	
REVOLVING LOAN FUND			
Revenues	\$222,375	\$2,510	\$219,865
Expenditures	\$222,375	\$0	\$222,375
Difference	\$0	\$2,510	
TAX INCREMENTAL FINANCING #1			
Revenues	\$3,284,925	\$122,330	\$3,162,595
Expenditures	\$3,284,925	\$13,060	\$3,271,865
Difference	\$0	\$109,271	
TAX INCREMENTAL FINANCING #2			
Revenues	\$237,950	\$247	\$237,703
Expenditures	\$237,950	\$0	\$237,950
Difference	\$0	\$247	
TAX INCREMENTAL FINANCING #3			
Revenues	\$56,015	\$382	\$55,633
Expenditures	\$56,015	\$1,161	\$54,854
Difference	\$0	(\$779)	
TAX INCREMENTAL FINANCING #4			
Revenues	\$416,620	\$10,671	\$405,949
Expenditures	\$416,620	\$0	\$416,620
Difference	\$0	\$10,671	
TIF #5 KONE CENTRE			
Revenues	\$495,035	\$12	\$495,023
Expenditures	\$495,035	\$0	\$495,035
Difference	\$0	\$12	

	BUDGET	YTD ACTUAL	VARIANCE
TIF #6 MOLINE PL PHASE II			
Revenues	\$118,135	\$0	\$118,135
Expenditures	\$118,135	\$0	\$118,135
Difference	\$0	\$0	
TIF #7 BUSINESS PARK			
Revenues	\$3,641,175	\$0	\$3,641,175
Expenditures	\$3,641,175	\$0	\$3,641,175
Difference	\$0	\$0	
TIF #9 Route 150			
Revenues	\$8,055	\$0	\$8,055
Expenditures	\$8,055	\$0	\$8,055
Difference	\$0	\$0	
TIF #8 MALL AREA			
Revenues	\$35,000	\$0	\$35,000
Expenditures	\$35,000	\$0	\$35,000
Difference	\$0	\$0	
TIF #10 Health Park			
Revenues	\$141,375	\$3	\$141,372
Expenditures	\$141,375	\$0	\$141,375
Difference	\$0	\$3	
SPECIAL SERVICE AREA #5			
Revenues	\$177,485	\$5,244	\$172,241
Expenditures	\$177,485	(\$11,602)	\$189,087
Difference	\$0	\$16,846	
SPECIAL SERVICE AREA #6			
Revenues	\$258,415	\$8,027	\$250,388
Expenditures	\$258,415	\$44,739	\$213,676
Difference	\$0	(\$36,712)	
TIF #11 MULTI MODAL			
Revenues	\$3,069,440	\$0	\$3,069,440
Expenditures	\$3,069,440	\$815	\$3,068,625
Difference	\$0	(\$815)	
TIF #12 RIVERBEND COMMONS			
Revenues	\$147,740	\$3	\$147,737
Expenditures	\$147,740	\$0	\$147,740
Difference	\$0	\$3	
TIF #13 MOLINE CENTRE			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$294,112	(\$294,112)
Difference	\$0	(\$294,112)	
WATER FUND			
Revenues	\$9,242,120	\$817,773	\$8,424,347
Expenditures	\$9,242,120	\$1,198,317	\$8,043,803
Difference	\$0	(\$380,544)	

	BUDGET	YTD ACTUAL	VARIANCE
WPC FUND			
Revenues	\$26,208,490	\$927,310	\$25,281,180
Expenditures	\$26,208,490	\$388,614	\$25,819,876
Difference	\$0	\$538,696	
STORMWATER UTILITY			
Revenues	\$1,015,500	\$93,977	\$921,523
Expenditures	\$1,015,500	\$30,406	\$985,094
Difference	\$0	\$63,570	
FIRE PENSION			
Revenues	\$7,631,375	\$140,523	\$7,490,852
Expenditures	\$7,631,375	\$0	\$7,631,375
Difference	\$0	\$140,523	
REHER ART GALLERY			
Revenues	\$50,500	\$0	\$50,500
Expenditures	\$50,500	\$540	\$49,960
Difference	\$0	(\$540)	
PERPETUAL CARE FUND			
Revenues	\$13,520	\$3,034	\$10,486
Expenditures	\$13,520	\$0	\$13,520
Difference	\$0	\$3,034	
PARK/CEMETERY GIFTS			
Revenues	\$12,000	\$1,500	\$10,500
Expenditures	\$12,000	\$0	\$12,000
Difference	\$0	\$1,500	
FOREIGN FIRE INS TAX			
Revenues	\$48,000	\$0	\$48,000
Expenditures	\$48,000	\$0	\$48,000
Difference	\$0	\$0	
POLICE PENSION			
Revenues	\$7,082,030	\$154,905	\$6,927,125
Expenditures	\$7,082,030	\$354,633	\$6,727,397
Difference	\$0	(\$199,728)	
LIBRARY TRUST			
Revenues	\$80,000	\$86,169	(\$6,169)
Expenditures	\$80,000	\$100	\$79,900
Difference	\$0	\$86,069	
HEALTH BENEFIT FUND			
Revenues	\$7,181,240	\$496,994	\$6,684,246
Expenditures	\$7,181,240	\$611,636	\$6,569,604
Difference	\$0	(\$114,642)	
OPEB RETIREMENT FUND			
Revenues	\$500,000	\$0	\$500,000
Expenditures	\$500,000	\$0	\$500,000
Difference	\$0	\$0	

	BUDGET	YTD ACTUAL	VARIANCE
INFORMATION TECHNOLOGY			
Revenues	\$1,289,090	\$90,361	\$1,198,729
Expenditures	\$1,289,090	\$57,193	\$1,231,897
Difference	\$0	\$33,169	
PUBLIC SAFETY EQUIPMENT			
Revenues	\$208,025	\$15,000	\$193,025
Expenditures	\$208,025	\$0	\$208,025
Difference	\$0	\$15,000	
LIABILITY FUND			
Revenues	\$3,932,920	\$661,929	\$3,270,991
Expenditures	\$3,932,920	\$451,519	\$3,481,401
Difference	\$0	\$210,409	
FLEET SERVICES			
Revenues	\$4,771,095	\$336,194	\$4,434,901
Expenditures	\$4,771,095	\$488,714	\$4,282,381
Difference	\$0	(\$152,520)	
SANITATION FUND			
Revenues	\$2,445,535	\$198,037	\$2,247,498
Expenditures	\$2,445,535	\$120,971	\$2,324,564
Difference	\$0	\$77,065	
DEBT. SERVICE FUND			
Revenues	\$3,100,000	\$1,321,750	\$1,778,250
Expenditures	\$3,100,000	\$1,321,750	\$1,778,250
Difference	\$0	\$0	
2007 ESCROW ACCOUNT			
Revenues	\$144,000	\$16,000	\$128,000
Expenditures	\$144,000	\$16,000	\$128,000
Difference	\$0	\$0	
CAPITAL IMPROVEMENT FUND			
Revenues	\$8,105,000	\$602,730	\$7,502,270
Expenditures	\$8,105,000	\$1,342,569	\$6,762,432
Difference	\$0	(\$739,839)	
* TOTALS			
Revenues	\$153,774,380	\$9,888,526	\$143,885,854
Expenditures	\$153,774,380	\$9,734,465	\$144,039,915
Difference	\$0	\$448,173	

**City of Moline
Major Revenue Projection
Summary Sheet
as of January 31, 2016**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$0	\$14,801,470	\$14,801,470	\$0	\$14,677,835	0.84%	\$14,684,000	0.80%
State Sales Tax	\$885,744	\$10,800,000	\$10,744,705	\$55,295	\$9,457,039	13.62%	\$10,550,000	2.37%
Water User Fees	\$685,614	\$8,145,870	\$8,145,870	\$0	\$7,735,554	5.30%	\$8,227,115	-0.99%
Sewer User Fees	\$692,383	\$8,066,640	\$8,066,640	\$0	\$6,725,107	19.95%	\$7,517,190	7.31%
Home Rule Sales Tax	\$704,908	\$8,330,195	\$8,207,885	\$122,310	\$8,106,203	1.25%	\$8,371,000	-0.49%
Income Tax	\$521,318	\$4,097,930	\$4,097,930	\$0	\$4,142,981	-1.09%	\$4,400,000	-6.87%
Replacement Tax	\$0	\$2,674,900	\$2,674,900	\$0	\$2,389,920	11.92%	\$2,753,535	-2.86%
Utility Taxes	\$224,731	\$3,037,500	\$3,037,500	\$0	\$3,014,491	0.76%	\$2,910,000	4.38%
Food/Liquor Tax	\$204,366	\$2,266,565	\$2,266,565	\$0	\$2,016,801	0.00%	\$2,230,000	1.64%
Telecommunication Tax	\$105,787	\$1,387,330	\$1,387,330	\$0	\$1,636,428	-15.22%	\$1,350,000	2.77%
Total	\$4,024,851	\$63,608,400	\$63,430,795	\$177,605	\$59,902,359	5.89%	\$62,992,840	0.98%

NOTE: State of Illinois is two months behind in remitting Income Tax payments.