

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, July 19, 2016

Questions on the Agenda

Agenda Items

- 1. Revolving Loan Fund Agreement** (Annaka Whiting, Compliance Analyst)
- 2. Urban Design & Transportation Plan** (Jeff Anderson, City Planner)
- 3. Health Benefit Consulting Services Agreement** (Alison Fleming, Human Resources Manager)
- 4. Alley Reconstruction Project** (Scott Hinton, City Engineer)
- 5. Other**
- 6. Public Comment**

Informational

- Prospect Park Pavilion (Lori Wilson, Parks Recreation Director & Don Welvaert, Park Board President)
- Financing Alternatives for Proposed LED Light Replacement (Kathy Carr, Finance Director)

Explanation

1. **A Resolution authorizing the Mayor and City Clerk to execute a \$100,000.00 Revolving Loan Fund Agreement with Moline Promenade, Inc. and to execute any necessary agreements referenced therein, and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.** (Annaka Whiting, Compliance Analyst)

Explanation: The City of Moline wishes to execute a \$100,000.00 Revolving Loan Fund Agreement with Moline Promenade, Inc. in order to assist with the financing of the Element Hotel within The Q Multi-Modal Station in the City. The Revolving Loan Committee has reviewed the application and recommends approval. The City will close on this loan in the Spring of 2017; however, approval is needed by Moline Promenade, Inc. prior to the closing in order to have the ability to move forward with the project. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$100,000.00 from Account Number 231-0000-126-32-00
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; A Great Place to Live

2. **An Ordinance amending Chapter 25, "PLANNING AND DEVELOPMENT," of the Moline Code of Ordinances, Section 25-2100, "OFFICIAL COMPREHENSIVE PLAN; ADOPTED; TERRITORIAL APPLICATION," by amending the Official Comprehensive Plan as follows: by adopting and adding new text at Appendices Adopted, page 1; and by adopting and adding to the Appendices Adopted a new Appendix P entitled "Moving Moline Forward, Urban Design & Transportation Plan."** (Jeff Anderson, City Planner)

Explanation: This project is the second phase of an update to the Moline Centre, Floreciente, and Edgewater Plans. The City was awarded funding from the Illinois Department of Transportation to complete this phase II element; hence, the focus on planning for a multimodal transportation network and transportation related projects as a means to continue the development and revitalization of Moline's downtown and riverfront neighborhoods. In large part, this process has focused on the future role of IL 92, The Q Multimodal Station, the new I-74 Bridge, and the development of Western Illinois University and Riverbend Commons as connected and integrated catalysts to continued investment and redevelopment. Topics also addressed in this plan include urban design, land planning, project identification, parking and circulation, and wayfinding. Project coordination has been a joint effort between the City of Moline and Renew Moline. On June 22nd the Moline Plan Commission held a public hearing on adopting the Plan as an element of the City's Official Comprehensive Plan. The Plan Commission unanimously recommended approval. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy, A Great Place to Live

3. **A Resolution authorizing the Mayor and City Clerk to enter into an Agreement with TrueNorth of Moline, Illinois, for health benefit consulting services for a period of three years commencing on August 1, 2016.** (Alison Fleming, Human Resources Manager)

Explanation: A request for proposals was published, and TrueNorth (formerly known as RJ Lee and Associates) of Moline, Illinois, provided the most advantageous proposal. TrueNorth currently provides health benefit consulting services to the City. The cost of services is \$22,000 per year for the three year

agreement, which reflects no increase over the prior year. Services provided include: health plan data analysis, development of a long-term plan, analysis of retiree data and benefits, negotiation of plan administration fees with third party administrators and assistance with cost containment strategies. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: Budgeted in the Health Fund Account #440-9964-415.03-22
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

4. A Resolution authorizing the Mayor and City Clerk to execute a Contract with Langman Construction for Project #1246, Alley Reconstruction between 4th and 5th Avenues and 7th and 8th Streets, in the amount of \$270,366.50. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on July 12, 2016, for Project #1246 with the following results:

\$270,366.50	Langman Construction
\$278,677.50	Miller Trucking and Excavating
\$293,173.50	Walter D Laud
\$329,127.00	Valley Construction
\$357,477.90	Needham Excavating
\$363,899.25	Legacy Corporation

Langman Construction submitted the lowest responsible and responsive bid. Additional documentation attached.

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

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	100,000.00	139,356.50	510-9965-438.08-23
Water	85,000.00	68,285.00	310-1716-434.08-45
WPC	85,000.00	62,725.00	320-1840-433.08-30
Storm			330-1971-433.08-35
	\$270,000.00	\$270,366.50	

Public Notice/Recording: N/A
Goals Impacted: Upgrade city Infrastructure & Facilities

REVOLVING LOAN FUND AGREEMENT

CITY OF MOLINE

And

MOLINE PROMENADE, INC.

Article 1.0 IDENTIFICATION OF PARTIES

This Agreement entered into as of this ____ day of _____, 2017 between the **City of Moline**, an Illinois municipal corporation (hereinafter referred to as the City) and **Moline Promenade, Inc.**, an Illinois corporation, (hereinafter referred to as the Business or Borrower).

Article 2.0 STATEMENT OF PURPOSE

WITNESSETH THAT:

WHEREAS, the City promotes the creation and expansion of businesses that create jobs; and

WHEREAS, the Business is interested in participating in the City's Revolving Loan Fund (hereinafter referred to as Program) so as to be able to secure loan financing for the development or expansion of their business enterprise in order to create/retain jobs.

NOW THEREFORE, the City and the Business hereby mutually agree as follows:

Article 3.0 TERMS OF THE LOAN

- 3.1 Maximum Amount of Loan. It is expressly understood and agreed that the maximum amount to be loaned to the Business by the City shall not exceed **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**. Such loan will be evidenced by separate Promissory Note executed by the Business, Personal Guarantees executed by Matt Patel, a Security Agreement, executed by the City and the Business, and a Mortgage on real estate, all of even date herewith, which are all hereby made part of this Agreement by reference (collectively referred to hereinafter as "Loan Documents").
- 3.2 Loan Rate. The City and Business agree that all funds loaned to Business shall be at an interest rate of **3.50** percent per annum.
- 3.3 Loan Term. The City and Business agree that the term of the loan shall be **ten (10)** years.
- 3.4 Repayment of Loan. The Business will make monthly principal and interest payments for the term of the loan according to the amortization schedule, attached hereto as Exhibit "A" and incorporated in this Agreement by reference. **The first payment shall be due on _____, 2017 and shall be made to City at the address stated below.** All loan payments are due the first day of each month thereafter.
- 3.5 Prepayment of Loan. The outstanding principal of the loan may be prepaid by the Business at any time without penalty.

Article 4.0 STATEMENT OF WORK AND SERVICES

The Business shall perform in a satisfactory and proper manner, as determined by the City, the work activities and services as written and described in the approved loan application, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

Article 5.0 JOBS PROVIDED

5.1 Jobs Provided. The Business represents that it will take all actions necessary and required to secure the accomplishment of the following benefits to the community:

That the Business will create or retain 10 jobs (full-time equivalent) in the City of Moline, in a twenty-four (24) month period.

5.2 Failure to Create and/or Retain Jobs. Businesses not meeting the minimum jobs created or retained as stated in the loan application should notify the City in writing regarding reasons for not doing so. Action for non-compliance may result in: 1) escalation of the loan interest rate or; 2) extension of timeframe to create/retain jobs. Each loan will be considered on an individual basis.

Article 6.0 REPORTS AND PRODUCTS

6.1 Employment Reports. The Business agrees to keep a written record of all maintained or increased job placements during the course of the contractual agreement with the City. This record shall be available to the City each day of the Agreement during regular business hours. The Business shall submit a record (in a form provided to the Business by the City at the closing of this Agreement) to the City of the maintained or increased job opportunities on a quarterly basis, such record shall be submitted three months from the date of this Agreement and each quarter thereafter. Such record shall state:

- (a) Job title;
- (b) Name of the persons occupying position;

6.2 Accounting Records. The Business shall submit to the City an accounting of any and all purchases of equipment, fixtures, and other improvements made with the proceeds of City funds.

6.3 Failure to Provide. Failure to provide information set forth above shall be cause, at the City's option, for the loan to become payable in full after ten (10) days written notice from the City.

6.4 City Approval of Records. The City shall approve or disapprove the records as stated in this Article 6.0 on a quarterly basis. Continued approval by the City during the term of the loan shall be necessary in order for the Business to participate in the program.

Article 7.0 COMPLIANCE

The owner agrees to comply with all requirements of Title VI and Title VII of the U.S. Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and Executive Order 11063. The owner further agrees not to discriminate in the sale, lease, rental, use or occupancy of the property upon the basis of race, color, sex, age, or national origin.

Article 8.0 COMPLIANCE WITH APPLICABLE LAWS

The Business assumes the responsibility to observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of this Agreement.

Article 9.0 CONSTRUCTION SUPERVISION AND INSPECTION

If this loan is used for construction projects, the Business will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as the City may require.

Article 10.0 AUDITING

The Business shall permit the authorized representative of the City, State, or U.S. Department of Housing and Urban Development to inspect and/or audit the records of the Business relating to its performance under the Agreement.

Article 11.0 TERMINATION

If the Business shall fail to fulfill its obligations under this Agreement, or if the Business shall violate any of the covenants, agreements or stipulations of this Agreement or the Loan Documents, the City shall have the right to terminate this Agreement by giving written notice to the Business of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. Additionally, the City shall demand payment in full of the Promissory Note, and may demand payment in full of any Personal Guaranty incorporated in this Agreement by reference.

Article 12.0 RESTRUCTURING

The purpose of the Revolving Loan Fund Program is to encourage the development or expansion of viable businesses on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project. The City reserves the right to call the loan if these requirements are not met.

It shall be the policy of the City to have the option to call loans if the Business moves from the city or is involved in illegal activities. Following approval to call, the Business shall be informed in writing thirty (30) days prior to recall by the appropriate city staff.

Article 13.0 DEFAULT

In the event the Business defaults under the terms of this Agreement or any other Loan Documents, the City shall have the right to declare the loan to be due and payable immediately to the City. The City shall notify the Business in writing by of any breach in terms of this Agreement. The City may give the Business ten (10) days or such other time as is reasonable in order to correct the default. City may make use of any remedy City has under state or federal law as well as any remedy given to City in any Loan Document. If Lender exercises the option on default to require immediate payment in full, Lender shall give Borrower notice of acceleration as set forth in the Promissory Note.

Unless prohibited by law, the undersigned agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Lender in the event this Note is not duly paid.

By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By deciding not to use any remedy should Borrower default, Lender does not waive his right to later consider the event a default if it happens again.

Article 14.0 ASSIGNMENT

The Business shall not assign any interest in this Agreement and shall not transfer any interest by assignment or novation without the prior written consent of the City.

Article 15.0 MODIFICATIONS

There shall be no modifications of this Agreement unless they are in writing, in valid legal form, and are signed by both parties.

Article 16.0 INDEMNIFICATION

The Business agrees to indemnify, keep and save harmless the City, and their agents, officials and employees against all suits, claims, damage, costs and losses, whether caused or contributed to by the negligence of the City, including attorney fees, that may be based on any injury or damage to persons or property that in any way arise out of this Agreement and pertain to the affirmative or negligent acts, errors or omissions of the Business.

Article 17.0 SEVERABILITY

If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the agreement as a whole or any section, provisions, or part thereof not adjudged invalid or unconstitutional.

Article 18.0 NOTICE TO PARTIES

Notice to a party hereto shall be addressed to such party at such address set forth below or at such other address it shall from time to time designate by notice in writing:

18.1 **CITY OF MOLINE** referenced in this Agreement as the City:

Planning & Development Director
City of Moline
619 - 16th Street
Moline, Illinois 61265

18.2 **MOLINE PROMENADE, INC.**, referenced in this Agreement as the Business or Borrower:

Moline Promenade, Inc.
1415 River Drive
Moline, IL 61265

Article 19.0 TERM OF AGREEMENT

The term of this Agreement shall be effective from the date of signing. The first payment will be due _____, **2017** and the last payment will be due _____, **2027** or until all principal and interest has been paid under terms of the Note.

This Agreement shall take effect immediately upon execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the _____ day of _____, **2017**.

MOLINE PROMENADE, an Illinois corporation

CITY OF MOLINE, ILLINOIS, a municipal corporation

By: _____
Matt Patel, Managing Member

By: _____
Scott Raes, Mayor

ATTEST:

By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen Riggs, City Attorney

Date: _____

PROMISSORY NOTE

Date: _____, 2017

Borrower's Name and Address:

Moline Promenade, Inc.
1415 River Drive
Moline, IL 61265

Lender's Name and Address:

City of Moline
619 16 Street
Moline IL 61265

FOR VALUE RECEIVED, the undersigned, Moline Promenade, Inc., an Illinois corporation, (Borrower), promises to pay to the order of the City of Moline, Illinois, an Illinois municipal corporation, (Lender), at Lender's address listed above the **PRINCIPAL** sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** together with interest thereon at one and sixty-three hundredths percent (1.63%) per annum on the following terms:

SINGLE ADVANCE: Borrower has received all of this principal sum. No additional advances are contemplated under this note.

INTEREST: Borrower agrees to pay interest (calculated on the basis of twelve 30-day months), which shall begin to accrue on the date the Loan Agreement is fully executed by the Borrower and the Lender, on the principal balance owing from time to time as stated below:

FIXED RATE: Borrower agrees to pay interest at the fixed, simple rate of **3.50%** per year, unless and until Borrower defaults hereunder or under any documents securing this Note, in which case the interest charges shall immediately become the post maturity rate, even if prior to the post maturity date.

POST MATURITY/DEFAULT RATE:

Borrower agrees to pay interest on the unpaid balance owing after the maturity date, and until paid in full, at a rate equal to twelve percent (12%) per year.

PAYMENTS: Borrower will make monthly principal and interest payments according to the terms set forth in the Loan Agreement.

BORROWER'S RIGHT TO PREPAY: Borrower has the right to prepay as set forth in the Loan Agreement.

ADDITIONAL CHARGES: In addition to interest, Borrower ____ has paid X agrees to pay the following additional charges: **Filing Fees**

PURPOSE: The purpose of this loan is **to assist a business expansion and to create jobs**

SECURITY: This note is secured in part by:

- **Real estate as listed in the Real Estate Mortgage;**
- **Personal Guaranty of Matt Patel; and**
- **Security Interest in collateral as listed in the Security Agreement.**

DEFAULT: If any payment hereunder is not paid when due, or if any event of default shall occur under any documents securing this Note, then Lender may, at its option declare this Note to be immediately due and payable and thereupon this Note shall be immediately due and payable, together with all unpaid interest accrued hereon, without notice or demand.

Upon the occurrence of an event of default, or if Borrower is otherwise in default on this Note, Lender has the following non-exclusive, non-cumulative remedies: (1) Lender may demand immediate payment of all Borrower owes Lender under this Note; (2) Lender may make use of any remedy Lender has under state or federal law; or (3) Lender may make use of any remedy given to Lender in any agreement securing this Note.

By selecting any one or more of these remedies Lender does not give up his right to later use any other remedy. By

deciding not to use any remedy should Borrower default, Lender does not waive his right to later consider the event a default if it happens again.

If Lender exercises the option on default to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower must pay all sums secured. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by any Loan Agreement or Personal Guaranty, without further notice or demand on Borrower or Guarantor.

Unless prohibited by law, the undersigned agrees to pay all costs of collection, including reasonable attorneys' fees incurred by Lender in the event this Note is not duly paid.

AMENDMENT: The undersigned agrees that this Note may be amended only by written agreement signed by the party against whom enforcement is sought.

NOTICE: Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to the address shown above or at a different address if Borrower provides the Lender notice of a different address.

WAIVERS: The Borrower, Guarantor, and any other person who has obligations under this Note waive the rights of presentment, notice of presentment, protest, notice of protest, and notice of dishonor.

ASSIGNMENT: This note is assignable in whole or in part by Lender. The Note is not assignable by Borrower.

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE. I have received a copy on today's date.

**Moline Promenade, Inc.,
an Illinois corporation**

By: _____
Matt Patel, Managing Member

Date: _____

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Matt Patel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act and as the free and voluntary act of Moline Promenade, Inc., for the uses and purposes therein set forth, and that he is duly authorized to execute the same for the corporation.

Given under my hand and notarial seal this _____ day of _____, A.D., 2017.

NOTARY PUBLIC

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of this ___ day of _____ 2017 (Security Agreement), is made by **Moline Promenade, Inc.**, an Illinois corporation (Borrower), in favor of the **City of Moline**, an Illinois municipal corporation (City).

RECITALS

WHEREAS, pursuant to a Loan Agreement dated as of _____, 2017, by and between the City and the Borrower (Loan Agreement), and approved by City as Council Bill _____, the City has agreed to loan Borrower One Hundred Thousand and No/100ths Dollars (\$100,000.00); and

WHEREAS, it is a condition precedent to the loan of the City that this Security Agreement be executed.

NOW THEREFORE, in order to induce the City to loan funds under the Loan Agreement and for other good and valuable consideration, the parties hereby agree as follows:

1. DEFINED TERMS. Unless otherwise defined herein, the terms defined in the Loan Agreement (whether or not such Loan Agreement remains in effect) are hereby incorporated by reference into this Security Agreement and shall have the meanings given to them in the Loan Agreement.

1.1. "Collateral." The Collateral shall consist of the personal property of the Borrower wherever located, and now owned or hereafter acquired, including but not limited to, deposit accounts, accounts receivable, and personal property set forth on Exhibit "A" attached hereto and incorporated herein by reference, including:

(a) Additions, accessions, and substitutions and rights ancillary to, or arising in any way in connection with, any of the foregoing, including security agreements securing any of the foregoing, guaranties guaranteeing any of the foregoing, documents, notes, and drafts representing any of the foregoing, the right to returned goods, and warranty claims with respect to any of the foregoing;

(b) Books and records pertaining to the foregoing and the equipment containing the books and records or on which the books and records are stored;

(c) Money, deposit accounts, insurance proceeds, and other tangible and intangible property received upon the sale or disposition of any of the foregoing; and

(d) To the extent not listed above as original collateral, proceeds and products of the foregoing.

1.2. "Obligations." This Security Agreement secures the following, which is collectively referred to as "Obligations" throughout this agreement:

(a) The Borrower's obligations under the Loan Agreement, referenced more specifically above, and a Promissory Note, executed by Borrower dated _____, 2017, to secure an indebtedness of One Hundred Thousand and No/100ths Dollars (\$100,000.00), and this Security Agreement; together with all other obligations of Debtor to Secured Party now existing.

(b) The repayment of (1) any amounts that the City may advance or spend for the maintenance or preservation of the Collateral, and (2) any other expenditures that the City may make under the provisions of this Security Agreement or for the benefit of the Borrower, including attorneys' fees;

(c) All amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations; and

(d) All other amounts now or in the future owed by the Borrower to the City.

1.3. "UCC." Any term used herein but not defined in this Security Agreement has the meaning given to such term in the Uniform Commercial Code (UCC) as enacted in the State of Illinois.

1.4. "Borrower's Location." The Borrower's state of its incorporation is Illinois.

2. GRANT OF SECURITY INTEREST. The Borrower hereby grants a security interest in the Collateral to the City to secure the prompt payment and performance of the Obligations.

3. PERFECTION OF SECURITY INTERESTS

3.1. Filing of Financing Statement (Financing Statement). The Borrower authorizes the City to file a Financing Statement describing Collateral. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS.

3.2. Possession.

(a) The Borrower shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where the City chooses to perfect its security interest by possession in addition to the filing of a financing statement; and

(b) Where Collateral is in the possession of a third party, the Borrower will join the City in notifying the third party of the City's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the City.

3.3. Control. The Borrower will cooperate with the City, when and if the City seeks to obtain control with respect to any Collateral.

3.4. Documents and Instruments. If requested by the City, the Borrower shall immediately deliver any and all documents and instruments to the City.

4. BORROWER'S REPRESENTATIONS AND WARRANTIES. The Borrower warrants and represents the following:

4.1. Organization. The Borrower (a) is an organization duly organized, validly existing, and in good standing under the laws of the State of Illinois; (b) has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted; (c) is qualified to do business in every jurisdiction where such qualification is required, except where the failure to so qualify is not likely to have a material adverse effect on its business, operations, or finances; and (d) has the corporate power and authority to execute, deliver, and perform its obligations hereunder and under the Loan Agreement.

4.2. Due Authorization. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate acts and do not violate the Borrower's articles of incorporation or bylaws or any law or regulation applicable to Borrower or its business, and this Agreement constitutes a duly valid and binding agreement of Borrower enforceable against it, according to its terms, except as such terms may be limited by applicable bankruptcy or insolvency laws.

4.3. Predecessors. There are no predecessors to Borrower in existence during the past five (5) years.

4.4. Names. For the past five (5) years, Borrower has not used any other name, including trade names.

4.5. Title, Other Liens. Except for the security interest granted pursuant to this Agreement, and a security interest granted to Northwest Bank & Trust Company (Northwest Bank), Borrower owns each item of Collateral free and clear of any and all liens, security interests, encumbrances, or claims of any kind. No financing statements or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the City or Northwest Bank .

4.6. Location of Collateral. All of the Borrower's fixtures, equipment, and inventory are now located or will be located at 1201 4th Avenue, Moline, Illinois.

5. POST-CLOSING COVENANTS AND RIGHTS CONCERNING THE COLLATERAL

5.1. Maintenance of Security Interest.

(a) The Borrower shall maintain the security interest herein as a priority security interest and shall defend such security interest against the claims and demands of all persons or entities.

(b) At any time, upon written request of the City, the Borrower will promptly execute and deliver such further instruments and documents and take such further actions as the City may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (1) the filing of any financing or continuation statements under the UCC in effect in any jurisdiction; and (2) in the case of Collateral as set forth in Section 3.3 hereof, take any action necessary to enable the City to obtain "control" within the meaning of the UCC.

(c) The Borrower shall keep current on all of its obligations to its landlord.

5.2. Changes in Name or Organization. The Borrower will not (unless in each case it shall have given the City at least 90 days' prior written notice thereof of such change):

(a) Change its jurisdiction of organization from that specified in Section 4.1 hereof; or

(b) Change its name, identity, or corporate structure to such an extent that any financing statement previously filed in favor of the City hereunder would become seriously misleading or otherwise become ineffective to maintain perfection of the Collateral.

5.3. Inspection. The City may inspect any Collateral in the Borrower's possession at any time upon reasonable notice.

5.4. Maintenance. The Borrower shall maintain the Collateral in good working condition and repair.

5.5. Insurance. The Borrower shall insure at its expense, and keep insured by solvent insurers, all Collateral in such amounts as similar goods are usually insured by companies similarly situated, against loss or damage of the kinds usually insured against by companies similarly situated, and upon the City request, the policies evidencing such insurance shall be duly endorsed in the City's favor, and certificates evidencing such insurance shall be provided to the City. If the Borrower defaults in this regard, the City shall have the right, but not the obligation, to insure and charge the cost to the Borrower. The City assumes no risk or responsibility in connection with the payment or nonpayment of losses, the only responsibility of the City being to credit the Borrower with any insurance payments received on account of losses.

5.6. No Disposition of Collateral. Except for sales, leases, or other dispositions made in the ordinary course of business, the Borrower shall not, without the authorization of the City:

- (a) Make any sales or leases of any of the Collateral;
- (b) License any of the Collateral; or
- (c) Grant any other security interest in any of the Collateral, except to Northwest Bank.

6. BORROWER'S COVENANTS. Until the Obligations are paid in full, the Borrower agrees to the following:

6.1. Compliance with Environmental Laws. The Borrower shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all environmental laws, ordinances, rules, and regulations, and shall keep the Collateral free and clear of any liens imposed pursuant to such laws, ordinances, rules, and regulations.

6.2. Compliance with Employment Laws. The Borrower shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning minimum wages, overtime laws, and payment of withholding taxes, and deliver to the City such reports and information in form satisfactory to the City as the City may request from time to time to establish compliance with such laws.

7. EVENTS OF DEFAULT. The occurrence of any of the following shall be, at the option of the City (except for Section 7.5, which shall be automatic), an Event of Default:

7.1. Any default in payment or performance by the Borrower under the Loan Agreement, any notes, or any of the other Obligations;

7.2. The Borrower's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty contained in, this Security Agreement, any note, or any of the other Obligations;

7.3. Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

7.4. Attachment, execution, or levy on any of the Collateral;

7.5. The Borrower's voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code, or (b) any similar remedy under state statutory or common law; or

7.6. The Borrower's failure to comply with, or the Borrower's becoming subject to, any administrative or judicial proceeding under any federal, state, or local (a) hazardous waste or environmental law; (b) asset forfeiture or similar law that can result in the forfeiture of property; or (c) other law, where noncompliance may have any significant effect on the Collateral.

8. REMEDIES UPON DEFAULT

8.1. General. Upon any Event of Default, the City may pursue any remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise.

8.2. Cumulative Remedies. Upon any Event of Default, the City shall have the right to pursue any of its remedies separately, successively, or simultaneously, including, without limitation, the following:

(a) File suit and obtain judgment, and, in conjunction with any action, the City may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(b) Take possession of any Collateral if not already in its possession with demand and without legal process. Upon the City's demand, the Borrower will assemble and make the Collateral available to the City as it directs. The Borrower grants to the City the right, for this purpose, to enter into or on any premises where Collateral may be located.

(c) Without taking possession, sell, lease, or otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

8.3. Recovery of Expenses. Should an Event of Default occur, the Borrower shall pay to the City all costs and expenses incurred by the City for the purpose of enforcing its rights hereunder, including:

(a) Costs of foreclosure;

(b) Costs of obtaining an award of money damages; and

(c) Reasonable fees for the services of attorneys and other professionals employed by the City for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, preparation of reports, instituting, prosecuting, or defending litigation or arbitration.

9. FORECLOSURE PROCEDURES

9.1. No Waiver. No delay or omission by the City to exercise any right or remedy accruing upon any Event of Default shall (a) impair any right or remedy; (b) waive any default or operate as an acquiescence to the Event of Default; or (c) affect any subsequent default of the same or of a different nature.

9.2. Notices. The City shall give the Borrower such notice of any private or public sale as may be required by the UCC. Notification of disposition will be sent after default at least ten (10) days before the date of disposition.

9.3. Condition of Collateral. The City has no obligation to clean up or otherwise prepare the Collateral for sale.

9.4. No Obligation To Pursue Others. The City has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, and the City may release, modify, or waive any collateral provided by any other person to secure any of the Obligations, all without affecting the City's rights against the Borrower. The Borrower waives any right it may have to require the City to pursue any third person for any of the Obligations.

9.5. Compliance with Other Laws. The City will use its best efforts to comply with any applicable state or federal law requirements in connection with a disposition of the Collateral, and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.6. Warranties. The City may sell the Collateral without giving any warranties as to the Collateral. The City may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

9.7. Purchases by City. In the event the City purchases any of the Collateral being sold, the City may pay for the Collateral by crediting some or all of the Obligations of the Borrower.

9.8. No Marshaling. The City has no obligation to marshal any assets in favor of the Borrower, or against or in payment of any note, any of the other Obligations, or any other obligation owed to the City or any other person.

10. ILLINOIS INSURANCE NOTICE

Unless the Borrower provides the City with evidence of the insurance coverage required by this agreement, the City may, but is not required to, purchase insurance at the Borrower's expense to protect the City's interests in the collateral. This insurance may, but need not, protect the Borrower's interests. The coverage that the City purchases may not pay any claim that the Borrower makes or any claim that is made against the Borrower in connection with the collateral. The Borrower may later cancel any insurance purchased by the City, but only after providing the City with evidence that the Borrower has obtained insurance as required by their agreement. If the City purchases insurance for the collateral, the Borrower will be responsible for the costs of that insurance, including interest and any other charges the City may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance the Borrower may be able to obtain on the Borrower's own.

11. MISCELLANEOUS

11.1. Assignment.

(a) Binds Assignees. This Security Agreement shall bind and shall inure to the benefit of the successors and assigns of the City and shall bind all persons who become bound as a borrower to this Security Agreement.

(b) No Assignments by Borrower. The City does not consent to any assignment by the Borrower except as expressly provided in this Security Agreement.

11.2. Counterpart. This Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

11.3. Further Assurances. The Borrower agrees to execute any further documents, and to take any further actions, reasonably required by the City to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effect the rights granted to the City herein.

11.4. Governing Law. This Security Agreement is being executed and delivered and is intended to be performed in the State of Illinois and shall be construed and enforced in accordance with the laws of the State of Illinois, except to the extent that the UCC provides for the application of other law.

11.5. Headings. Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

11.6. Modifications. Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.

11.7. Rules of Construction.

(a) No reference to “proceeds” in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral by the Borrower;

(b) “Includes” and “including” are not limiting;

(c) “Or” is not exclusive; and

(d) “All” includes “any,” and “any” includes “all.”

11.8. Severability. Should any provisions of this Security Agreement be found to be void, invalid, or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid, or unenforceable and shall not affect the remaining provisions of this Security Agreement.

11.9. Notices. Any notices required by this Security Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage is prepaid and the notice properly addressed to the recipient at the address set forth below; (b) received by telecopy; (c) received through the Internet; or (d) when personally delivered to a party.

The parties have signed this Security Agreement as of the day and year first written at Moline, Illinois.

**MOLINE PROMENADE, INC., an Illinois
CORPORATION**

CITY OF MOLINE, ILLINOIS

By: _____
Matt Patel, Managing Partner

By: _____
Scott Raes, Mayor

ATTEST:

By: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen Riggs, City Attorney

Return to and Prepared by:
Amy L. Keys
Deputy City Attorney
City of Moline
619 16 Street
Moline IL 61265
(309)524-2010

REAL ESTATE MORTGAGE

MORTGAGOR

Moline Promenade, Inc.
1415 River Drive
Moline, Illinois 61265

MORTGAGEE/Lender

City of Moline
619 16 Street
Moline, Illinois 61265

REAL ESTATE MORTGAGE: For value received, the undersigned, Moline Promenade, Inc., in his/her own right, MORTGAGE and WARRANT to the City of Moline, an Illinois municipal corporation, to secure the payment of the secured debt described below, dated _____, **2017**, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").

PROPERTY ADDRESS:

1201 4th Avenue, Moline, Illinois

LEGAL DESCRIPTION:

LEGAL TO BE INSERTED.

TITLE: Mortgagor covenants and warrants title to the property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due.

SECURED DEBT: This mortgage secures repayment of the secured debt to Moline Promenade, an Illinois corporation (hereinafter referred to as "Moline Promenade") and the performance of the covenants and agreements contained in this mortgage, the Revolving Loan Fund, and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts Moline Promenade owes Lender under this mortgage or under any instrument secured by this mortgage.

FUTURE ADVANCES: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced, and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

TERMS AND COVENANTS: Mortgagor agrees to all the terms and covenants contained in this mortgage (specifically incorporating by this reference those on pages 3 and 4) and in any riders described below and signed by Mortgagor.

SIGNATURE(S):

By: _____
Matt Patel, Managing Member

Date: _____

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Matt Patel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed the said instrument as his free and voluntary act, and as the free and voluntary act of Moline Promenade, Inc., for the uses and purposes therein set forth, and that he is duly authorized to execute the same for the corporation.

Given under my hand and notarial seal this _____ day of _____, A.D., 2017.

NOTARY PUBLIC

COVENANTS

1. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. Lender may require Mortgagor to assign any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the property.
2. **INSURANCE.** Mortgagor will keep the property insured under terms acceptable to Lender at Mortgagor's expense and for Lender's benefit. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged property or to the secured debt.
3. **PROPERTY.** Mortgagor will keep the property in good condition and make all repairs reasonably necessary.
4. **EXPENSES.** Mortgagor agrees to pay all Lender's expenses, including reasonable attorneys' fees if Mortgagor breaks any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. Mortgagor will pay these amounts to Lender as provided in Covenants of this mortgage.
5. **DEFAULT AND ACCELERATION.** If Mortgagor sells the property or breaks any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, Lender may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to Lender. Lender may foreclose this mortgage in the manner provided by law.
6. **WAIVER OF HOMESTEAD.** Mortgagor hereby waives all right of homestead exemption in the property.
7. **AUTHORITY OF MORTGAGEE TO PERFORM FOR MORTGAGOR.** If Mortgagor fails to perform any of his duties under this mortgage, Lender may perform the duties or cause them to be performed. Lender may sign Mortgagor's name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect his security interest in the property. This may include completing the construction. Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this mortgage.
8. **INSPECTION.** Lender may enter the property to inspect if Lender gives Mortgagor notice beforehand. The notice must state the reasonable cause for Lender's inspection.
9. **CONDEMNATION.** Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
10. **WAIVER.** By exercising any remedy available to Lender, Lender does not give up Lender's rights to later use any other remedy. By not exercising any remedy, if Mortgagor defaults, Lender does not waive his right to later consider the event a default if it happens again.
11. **JOINT AND SEVERAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this mortgage are joint and several. If Mortgagor co-signs this mortgage but does not co-sign the underlying debt Mortgagor does so only to mortgage his interest in the property under the terms of this mortgage. Mortgagor also agrees that Lender and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release Mortgagor from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either party or both parties.
12. **NOTICE.** Unless otherwise required by law, any notice to Mortgagor shall be given by delivering it or by mailing it by certified mail addressed to Mortgagor at the Property Address or any other address that Mortgagor has provided to Lender. Mortgagor will give any notice to Lender by certified mail to Lender's address on the front side of this mortgage, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to either party when given in the manner stated above.

13. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE MORTGAGOR.** If all or any part of the property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
14. **RELEASE.** After 5 years from the date of execution, if the loan has been paid, the release of the Mortgage will be prepared and forwarded to the Mortgagor to be recorded at Mortgagor's expense.
15. **AMENDMENT.** This Agreement shall not be altered or amended except in a writing signed by the parties hereto.
16. **PARTIAL INVALIDITY.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.
17. **GENDER.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.
18. **CAPTIONS.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of the Agreement.

PERSONAL GUARANTY

Revolving Loan Fund Program

_____, 2017

Moline Promenade, Inc.

City of Moline, Illinois

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

**Moline Promenade, Inc.,
an Illinois corporation**

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** or the outstanding indebtedness whichever is the lesser (hereinafter referred to as "Indebtedness").

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any

other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall

for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Matt Patel, Individually

Date: _____

PERSONAL GUARANTY

Revolving Loan Fund Program

_____, 2017

Moline Promenade, Inc.

City of Moline, Illinois

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline, an Illinois municipal corporation (hereinafter referred to as the "City"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of

**Moline Promenade, Inc.,
an Illinois corporation**

(hereinafter referred to as "Borrower") or to engage in any other transactions with Borrower, the undersigned hereby absolutely and unconditionally guarantee(s) to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described and evidenced by a Promissory Note dated the same date as this guaranty, and hereafter referred to as the Indebtedness provided however that this guarantee shall not exceed the sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** or the outstanding indebtedness whichever is the lesser (hereinafter referred to as "Indebtedness").

The undersigned further acknowledge(s) and agree(s) with City that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the City, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the City, or as to any renewals, extensions and refinancings thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the City and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth. Parties understand and agree this guarantee shall be a joint and several guarantees and that both and each of the undersigned are fully liable hereunder for the full amount of the guarantee.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent (however defined) then the City shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the City, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be for all Indebtedness, without any limitation as to amount, plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any

other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the City, advising the City that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to the undersigned against any person liable to payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the City for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the City in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of settlement with or agreement not to sue Borrower or any other guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness;

8. The undersigned waive(s) any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the City any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the City to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree(s) that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or enforcement of security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive(s) presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall

for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the City as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all the undersigned. This guaranty shall be effective upon delivery to the City, without further act, condition or acceptance by the City, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the City and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the City. This guaranty shall be governed by the laws of the State of Illinois. The undersigned waive(s) notice of the City's acceptance hereof.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

By: _____
Mike Amin, Individually

Date: _____

AGREEMENT TO PROVIDE CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 1st day of August, 2016, by and between the CITY OF MOLINE (the City) and TrueNorth Companies formerly TN RJLee & Associates, LC (TrueNorth).

WHEREAS, the City desires to receive professional consulting services for its Employee Benefit Program (the Program), including coverage for life, medical, dental, prescription drugs and, upon request, other benefit programs; and

WHEREAS, TrueNorth is engaged in the business of advising its clients on their benefit plan needs and procuring coverage on behalf of its clients as a consultant;

THEREFORE, TrueNorth desires to provide certain consulting services and the City desires to have TrueNorth provide such consulting services in accordance with the following terms.

I. TERM & TERMINATION

A. TERM

This Agreement shall be effective for an initial term commencing August 1, 2016 and shall remain in full force and effect until July 31, 2019 (Initial Term). At the expiration of the Initial Term, this Agreement shall automatically renew for additional 1-year periods (the "Renewal Terms") or until terminated as provided herein, whichever comes first; provided however, that the Initial Term and any Renewal Terms shall not exceed a total of 6 years from the date of this agreement. The annual fee charged for consulting services may be changed by amendment upon written agreement by both parties.

B. TERMINATION

Either party may terminate this Agreement with or without cause upon the conclusion of the initial term or the conclusion of any successive renewal term by providing thirty (30) days prior written notice. In the event either party materially breaches this Agreement at any time, this Agreement shall terminate upon the failure of the breaching party to remedy the breach within thirty (30) days of receipt of written notice of the breach.

II. AGREEMENT

A. OBLIGATIONS OF TRUENORTH

1. Financial Reports

TrueNorth will prepare regular financial reports (usually quarterly) analyzing claims experience, benefits paid, contributions, administrative expenses, and other relevant items that pertain to the plans, based on data that are available from the City and the carrier or third party administrator, and subject to the terms of the funding method in force and data available from the carrier or third party administrator.

2. Consultation

TrueNorth will be available for consultation on most aspects of the plan's operation, including claims, reserves and insurance company performance, as well as the plan's overall progress and development.

TrueNorth is available to consult with the City's legal counsel and the plan administrator regarding changes to be made in the plan of benefits and eligibility for such benefits.

3. Benefit Changes

TrueNorth will provide advice and then take appropriate action as authorized by the City for implementing any benefit changes, including revision in premium and plan recordkeeping procedures, master policy certificates, and plan amendments or modifications.

4. Insurance Company Negotiations

As authorized by the City, TrueNorth will negotiate with the insurance companies to obtain appropriate adjustments. In the event that an insurance company's proposed annual retention is not consistent with its projection or if the renewal premium rates do not appear justified by claims experience, we will attempt to obtain more favorable results for the plan. An annual renewal report will be prepared for the City.

5. Self-Insured Benefits

For all benefits self-funded by the City, TrueNorth will calculate the appropriate reserve and claims trend factors to be taken into account from a sound planning and policy point of view. We will negotiate with the third party administrator and reinsurance company to obtain more favorable results for the plan to reduce non-recoverable costs.

6. COBRA

TrueNorth will review the rates charged for COBRA continuation coverage.

7. Communication with Participants

TrueNorth will be available for consultation with the City, legal counsel or the plan administrator to assist in drafting notices to plan participants about plan or administrative changes. TrueNorth also will review all policies and amendments drafted by the City's administrator or insurer.

8. Administrative Support

TrueNorth shall continue to be available for consultation with the plan administrator/insurer, as requested, with regard to routine changes in forms and procedures, as well as general recordkeeping. Compliance with the recordkeeping requirements of laws or regulations are matters subject to the advice of legal counsel and the City. However, TrueNorth shall be available for consultation in this regard from a non-legal standpoint.

TrueNorth will be available for consultation and will assist in preparation of meeting agendas to aid the City in reaching decisions that arise in the course of plan operation, or that flow from quarterly reports, plan design or administration questions, national and industry trends, or public policy.

9. Coordination with Other Professional Advisors

TrueNorth will, as appropriate, coordinate efforts with those of legal counsel, the plan administrator and the auditor, regarding policy matters of interest to the City and the efficient operation of the plans.

10. Legislation, Benefits, Plan Design

TrueNorth shall continue to keep the City apprised of new developments in the employee benefits field that may bear upon the City's planning and policy decisions as TrueNorth becomes aware of them. Questions on the interpretation and application of laws, regulations, rulings and court decisions are a legal matter, subject to legal counsel's advice.

11. Meetings

TrueNorth will attend all regularly scheduled insurance committee meetings and City Council meetings as requested per contract year with

the City as requested. Between meetings, TrueNorth is continually available for consultation by phone, fax, email or mail with the City, plan administrator and the plan's other professional advisors. Costs of attendance at additional meetings may be billed based upon actual time and travel expense.

Other Supplemental Services

The preceding list of services describes the matters that regularly arise in the course of the plan's annual operations that call for general consulting services. However, it is difficult to predict in advance whether the City's plan will be involved in complicated, time consuming special problems and, if so, to what extent.

If our assistance involves services which are beyond our regular services, then we would provide such services within the scope of this retainer. If, on the other hand, the occasion requires the expenditure of time not anticipated within this retainer, we would proceed only after consultation with the City. Our compensation for such agreed upon supplementary services will be based on our regular time-charge rates. Some examples of supplementary consulting services that might be required by the plan include:

1. Support for litigation, law suits or arbitration
2. Drafting revised Summary Plan Descriptions or plan documents, subject to legal counsel's and the City's approval
3. Services involving special claims audits
4. Conducting a Request for Proposal process more frequently than every other year

B. OBLIGATIONS OF THE CITY

1. TrueNorth shall be compensated for consulting services related to the City's plan as outlined in Exhibit A.
2. It is understood both by the City and by TrueNorth that TrueNorth receives no compensation from any source other than the City for providing consulting services to the City.
3. The City agrees to provide TrueNorth with such financial and other records related to the plan so as to allow TrueNorth to prepare accurate and timely reports concerning the plan's operations.

C. MUTUAL OBLIGATIONS

1. Ownership of Records and Documents

All books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the City shall always be and remain the property of the City. However, any information, data or products that are proprietary to TrueNorth shall remain the property of TrueNorth.

TrueNorth agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the City. Upon termination of this Agreement for any reason, TrueNorth shall immediately return all such material and any copies thereof to the City.

2. Waiver of Nonperformance

No waiver of any default in performance on the part of TrueNorth or like waiver by the City or any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants or conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise.

3. Partial Invalidity

Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

4. Governing Law

The validity, interpretation and performance of this Agreement shall be controlled and construed according to the internal laws of the State of Illinois.

5. Successors

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

6. Entire Agreement, Modification or Amendment

This Agreement represents the entire and exclusive statement of the agreement of the parties and may be modified or amended only by a written statement signed by both parties. Such modification or amendment shall be attached to, and shall thereupon become a part of this Agreement.

7. Headings

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

8. Practice of Law

It is understood and agreed that TrueNorth will not perform, and the City will not request, performance of any services which may constitute the unauthorized practice of law.

9. Counterparts

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

10. Subcontracting

TrueNorth will not subcontract any or all of the services required to be performed hereunder without the written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

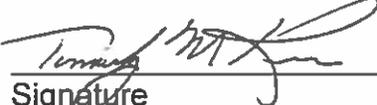
CITY OF MOLINE

Signature

Date

Title

TRUENORTH COMPANIES, LC



Signature
PARTNER

7/14/2016
Date

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

We propose to provide annual consulting services for the period 2016-19 (8/1/2016-7/31/2019) year for \$22,000. This agreement will include one Request for Proposal on the Medical Plan, Flexible Benefits (Section 125) Plan, Dental Plan and Vision Plan for no additional fee. If more than one Request for Proposal is performed during the term of this agreement, a mutually agreed upon fee will be charged.

CITY OF MOLINE CONTRACT

THIS AGREEMENT, made and concluded this ____ day of _____, A.D., 2016, between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201**, hereinafter referred to as the “CONTRACTOR,” and the **CITY OF MOLINE, ILLINOIS**, hereinafter referred to as the “CITY;”

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **TWO HUNDRED SEVENTY THOUSAND THREE HUNDRED SIXTY SIX AND 50/100 (\$270,366.50) 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 #1246, ALLEY RECONSTRUCTION BETWEEN 4TH AND 5TH AVENUES, 7TH AND 8TH STREETS** 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 4031-2016 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 **TWO HUNDRED SEVENTY**

THOUSAND THREE HUNDRED SIXTY SIX AND 50/100 (\$270,366.50) 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: July 12, 2016 11:00 a.m.

Project: 1246 - Alley Reconstruction, 4th-5th Ave., 7th St. - 8th St.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	Langman Construction		Miller Trucking & Excavating		Walter D. Laud, Inc.	
					AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Tree Removal (Over 15 Units)	48	UNITS	\$30.00	\$1,440.00	\$90.00	\$4,320.00	\$55.00	\$2,640.00	
2	Trench Backfill (Water)	275	CU YD	\$35.00	\$9,625.00	\$30.00	\$8,250.00	\$35.00	\$9,625.00	
3	Trench Backfill (Sanitary)	405	CU YD	\$35.00	\$14,175.00	\$34.00	\$13,770.00	\$10.00	\$4,050.00	
4	Geotechnical Fabric for Ground Stabilization	670	SQ YD	\$1.00	\$670.00	\$1.25	\$837.50	\$1.50	\$1,005.00	
5	Seeding Special Complete	1	L. SUM	\$500.00	\$500.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	
6	Aggregate Surface Course, Type A, 6"	65	SQ YD	\$7.00	\$455.00	\$6.00	\$390.00	\$25.00	\$1,625.00	
7	Aggregate Base course, Type B, 6"	670	SQ YD	\$7.00	\$4,690.00	\$7.00	\$4,690.00	\$10.00	\$6,700.00	
8	Pavement Removal	670	SQ YD	\$17.50	\$11,725.00	\$10.00	\$6,700.00	\$14.00	\$9,380.00	
9	PCC Driveway Pavement	73	SQ YD	\$68.00	\$4,964.00	\$70.00	\$5,110.00	\$78.50	\$5,730.50	
10	Driveway Pavement Removal	73	SQ YD	\$12.50	\$912.50	\$15.00	\$1,095.00	\$17.00	\$1,241.00	
11	Class B Patches w/ HMA, Type IV	195	SQ YD	\$125.00	\$24,375.00	\$115.00	\$22,425.00	\$140.00	\$27,300.00	
12	Class B Patches w/HMA, Type II	13	SQ YD	\$155.00	\$2,015.00	\$135.00	\$1,755.00	\$220.00	\$2,860.00	
13	PCC Pavement, 7"	670	SQ YD	\$68.00	\$45,560.00	\$70.00	\$46,900.00	\$67.00	\$44,890.00	
14	PCC Sidewalk, 6"	200	SQ FT	\$8.00	\$1,600.00	\$7.50	\$1,500.00	\$10.00	\$2,000.00	
15	Sidewalk Removal	200	SQ FT	\$2.00	\$400.00	\$1.00	\$200.00	\$2.00	\$400.00	
16	Concrete Step (Special)	75	SQ FT	\$10.00	\$750.00	\$40.00	\$3,000.00	\$15.00	\$1,125.00	
17	Water Main, DIP, P CL 350, 8"	417	L.F.	\$100.00	\$41,700.00	\$80.00	\$33,360.00	\$85.00	\$35,445.00	
18	Water Main, DIP, P CL 350, 6"	13	L.F.	\$100.00	\$1,300.00	\$115.00	\$1,495.00	\$135.00	\$1,755.00	
19	Water Main, DIP, P CL 350, 4"	2	L.F.	\$100.00	\$200.00	\$115.00	\$230.00	\$500.00	\$1,000.00	
20	Tee, D.I., M.J., 8" x 8"	1	EA	\$400.00	\$400.00	\$475.00	\$475.00	\$600.00	\$600.00	
21	Tee, D.I., M.J., 8" x 6"	1	EA	\$350.00	\$350.00	\$400.00	\$400.00	\$500.00	\$500.00	
22	Tee, D.I., M.J., 8" x 4"	1	EA	\$325.00	\$325.00	\$350.00	\$350.00	\$450.00	\$450.00	
23	Tee, D.I., M.J., 8" x 2" W/2" x 1.5" Bushing & 1.5" Corporation	1	EA	\$450.00	\$450.00	\$450.00	\$450.00	\$1,250.00	\$1,250.00	
24	Tee, D.I., M.J., 6" x 6"	1	EA	\$300.00	\$300.00	\$350.00	\$350.00	\$450.00	\$450.00	
25	11.25° Bend, D.I., M.J., 8"	3	EA	\$225.00	\$675.00	\$275.00	\$825.00	\$250.00	\$750.00	
26	45° Bend, D.I., M.J., 8"	3	EA	\$250.00	\$750.00	\$300.00	\$900.00	\$350.00	\$1,050.00	
27	Reducer, D.I., M.J., 8" x 6"	1	EA	\$200.00	\$200.00	\$150.00	\$150.00	\$300.00	\$300.00	
28	Curb Stop and Box, 1.5"	1	EA	\$280.00	\$280.00	\$350.00	\$350.00	\$300.00	\$300.00	

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

29	Copper Water Service Pipe, 1.5"	3	L.F.	\$60.00	\$180.00	\$50.00	\$150.00	\$400.00	\$1,200.00
30	Water Service Connection (Corporation), 1"	7	EA	\$500.00	\$3,500.00	\$150.00	\$1,050.00	\$1,400.00	\$9,800.00
31	Curb Stop and Box, 1"	7	EA	\$200.00	\$1,400.00	\$175.00	\$1,225.00	\$200.00	\$1,400.00
32	Copper Water Service Pipe, 1"	140	L.F.	\$35.00	\$4,900.00	\$35.00	\$4,900.00	\$26.00	\$3,640.00
33	Valve and Box, 8"	1	EA	\$1,200.00	\$1,200.00	\$1,475.00	\$1,475.00	\$1,500.00	\$1,500.00
34	Valve and Box, 6"	1	EA	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
35	Fire Hydrant Assembly Complete	1	EA	\$3,800.00	\$3,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
36	Abandon and Fill Existing Water Main, 4"	406	L.F.	\$5.00	\$2,030.00	\$5.00	\$2,030.00	\$5.00	\$2,030.00
37	Abandon and Fill Existing Sanitary Sewer, 8"	399	L.F.	\$5.00	\$1,995.00	\$5.00	\$1,995.00	\$6.00	\$2,394.00
38	Remove Valve Vault	2	EA	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$700.00	\$1,400.00
39	Solid Sleeve, 8"	1	EA	\$250.00	\$250.00	\$275.00	\$275.00	\$375.00	\$375.00
40	Solid Sleeve, 6"	1	EA	\$200.00	\$200.00	\$225.00	\$225.00	\$300.00	\$300.00
41	Standard Test Connection, 1"	1	EA	\$100.00	\$100.00	\$200.00	\$200.00	\$300.00	\$300.00
42	Sanitary Sewer, DIP, P CL 350, 8"	430	L.F.	\$100.00	\$43,000.00	\$105.00	\$45,150.00	\$145.00	\$62,350.00
43	Sanitary Sewer Service, 6"	63	L.F.	\$75.00	\$4,725.00	\$175.00	\$11,025.00	\$51.00	\$3,213.00
44	Remove Manhole, Sanitary	2	EA	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
45	Cleanout to be Removed	2	EA	\$300.00	\$600.00	\$100.00	\$200.00	\$1,250.00	\$2,500.00
46	Cleanout	2	EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$250.00	\$500.00
47	Reconnect Sanitary Service Lateral, 6"	10	EA	\$300.00	\$3,000.00	\$1,500.00	\$15,000.00	\$1,900.00	\$19,000.00
48	Tee, D.I., M.J., 8" w/ Plug, 8"	1	EA	\$400.00	\$400.00	\$500.00	\$500.00	\$650.00	\$650.00
49	Manhole, Sanitary, Type A, 4' Dia (Special)	2	EA	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00	\$3,100.00	\$6,200.00
50	Wood Fence Removal and Reinstallation	1	L. SUM	\$500.00	\$500.00	\$500.00	\$500.00	\$800.00	\$800.00
51	Traffic Control Complete	1	L. SUM	\$15,000.00	\$15,000.00	\$12,500.00	\$12,500.00	\$1,000.00	\$1,000.00
	TOTAL				\$270,366.50		\$278,677.50		\$293,173.50

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Valley Construction Co.		Needham Excavating		Legacy Corporation	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Tree Removal (Over 15 Units)	48	UNITS	\$40.00	\$1,920.00	\$35.60	\$1,708.80	\$50.00	\$2,400.00
2	Trench Backfill (Water)	275	CU YD	\$30.00	\$8,250.00	\$35.60	\$9,790.00	\$40.00	\$11,000.00
3	Trench Backfill (Sanitary)	405	CU YD	\$30.00	\$12,150.00	\$35.60	\$14,418.00	\$40.00	\$16,200.00
4	Geotechnical Fabric for Ground Stabilization	670	SQ YD	\$1.00	\$670.00	\$2.80	\$1,876.00	\$2.00	\$1,340.00
5	Seeding Special Complete	1	L. SUM	\$1,500.00	\$1,500.00	\$1,525.88	\$1,525.88	\$5,000.00	\$5,000.00
6	Aggregate Surface Course, Type A, 6"	65	SQ YD	\$16.00	\$1,040.00	\$11.21	\$728.65	\$10.00	\$650.00
7	Aggregate Base course, Type B, 6"	670	SQ YD	\$15.00	\$10,050.00	\$8.02	\$5,373.40	\$10.00	\$6,700.00
8	Pavement Removal	670	SQ YD	\$9.00	\$6,030.00	\$8.84	\$5,922.80	\$10.00	\$6,700.00
9	PCC Driveway Pavement	73	SQ YD	\$70.00	\$5,110.00	\$72.73	\$5,309.29	\$70.00	\$5,110.00
10	Driveway Pavement Removal	73	SQ YD	\$16.00	\$1,168.00	\$5.78	\$421.94	\$10.00	\$730.00
11	Class B Patches w/ HMA, Type IV	195	SQ YD	\$158.00	\$30,810.00	\$151.06	\$29,456.70	\$120.00	\$23,400.00
12	Class B Patches w/HMA, Type II	13	SQ YD	\$163.00	\$2,119.00	\$173.44	\$2,254.72	\$150.00	\$1,950.00
13	PCC Pavement, 7"	670	SQ YD	\$61.00	\$40,870.00	\$72.73	\$48,729.10	\$70.00	\$46,900.00
14	PCC Sidewalk, 6"	200	SQ FT	\$12.00	\$2,400.00	\$7.83	\$1,566.00	\$8.00	\$1,600.00
15	Sidewalk Removal	200	SQ FT	\$1.00	\$200.00	\$2.46	\$492.00	\$2.50	\$500.00
16	Concrete Step (Special)	75	SQ FT	\$66.00	\$4,950.00	\$44.76	\$3,357.00	\$45.00	\$3,375.00
17	Water Main, DIP, P CL 350, 8"	417	L.F.	\$116.00	\$48,372.00	\$75.01	\$31,279.17	\$80.00	\$33,360.00
18	Water Main, DIP, P CL 350, 6"	13	L.F.	\$100.00	\$1,300.00	\$71.20	\$925.60	\$75.00	\$975.00
19	Water Main, DIP, P CL 350, 4"	2	L.F.	\$95.00	\$190.00	\$506.89	\$1,013.78	\$75.00	\$150.00
20	Tee, D.I., M.J., 8" x 8"	1	EA	\$500.00	\$500.00	\$653.41	\$653.41	\$400.00	\$400.00
21	Tee, D.I., M.J., 8" x 6"	1	EA	\$500.00	\$500.00	\$578.90	\$578.90	\$400.00	\$400.00
22	Tee, D.I., M.J., 8" x 4"	1	EA	\$400.00	\$400.00	\$545.93	\$545.93	\$400.00	\$400.00
23	Tee, D.I., M.J., 8" x 2" W/2" x 1.5" Bushing & 1.5" Corporation	1	EA	\$500.00	\$500.00	\$706.36	\$706.36	\$675.00	\$675.00
24	Tee, D.I., M.J., 6" x 6"	1	EA	\$400.00	\$400.00	\$512.31	\$512.31	\$400.00	\$400.00
25	11.25° Bend, D.I., M.J., 8"	3	EA	\$400.00	\$1,200.00	\$451.61	\$1,354.83	\$400.00	\$1,200.00
26	45° Bend, D.I., M.J., 8"	3	EA	\$400.00	\$1,200.00	\$466.97	\$1,400.91	\$400.00	\$1,200.00
27	Reducer, D.I., M.J., 8" x 6"	1	EA	\$300.00	\$300.00	\$423.61	\$423.61	\$400.00	\$400.00
28	Curb Stop and Box, 1.5"	1	EA	\$600.00	\$600.00	\$324.32	\$324.32	\$500.00	\$500.00
29	Copper Water Service Pipe, 1.5"	3	L.F.	\$45.00	\$135.00	\$1,275.72	\$3,827.16	\$1,500.00	\$4,500.00
30	Water Service Connection (Corporation), 1"	7	EA	\$500.00	\$3,500.00	\$429.84	\$3,008.88	\$450.00	\$3,150.00

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

31	Curb Stop and Box, 1"	7	EA	\$500.00	\$3,500.00	\$158.42	\$1,108.94	\$400.00	\$2,800.00
32	Copper Water Service Pipe, 1"	140	L.F.	\$40.00	\$5,600.00	\$108.20	\$15,148.00	\$30.00	\$4,200.00
33	Valve and Box, 8"	1	EA	\$1,400.00	\$1,400.00	\$1,456.11	\$1,456.11	\$1,500.00	\$1,500.00
34	Valve and Box, 6"	1	EA	\$1,000.00	\$1,000.00	\$1,071.88	\$1,071.88	\$1,500.00	\$1,500.00
35	Fire Hydrant Assembly Complete	1	EA	\$4,500.00	\$4,500.00	\$5,445.20	\$5,445.20	\$4,750.00	\$4,750.00
36	Abandon and Fill Existing Water Main, 4"	406	L.F.	\$3.00	\$1,218.00	\$5.69	\$2,310.14	\$5.00	\$2,030.00
37	Abandon and Fill Existing Sanitary Sewer, 8"	399	L.F.	\$5.00	\$1,995.00	\$7.55	\$3,012.45	\$5.75	\$2,294.25
38	Remove Valve Vault	2	EA	\$500.00	\$1,000.00	\$508.63	\$1,017.26	\$500.00	\$1,000.00
39	Solid Sleeve, 8"	1	EA	\$400.00	\$400.00	\$463.55	\$463.55	\$500.00	\$500.00
40	Solid Sleeve, 6"	1	EA	\$300.00	\$300.00	\$394.75	\$394.75	\$500.00	\$500.00
41	Standard Test Connection, 1"	1	EA	\$500.00	\$500.00	\$1,242.45	\$1,242.45	\$425.00	\$425.00
42	Sanitary Sewer, DIP, P CL 350, 8"	430	L.F.	\$125.00	\$53,750.00	\$84.76	\$36,446.80	\$100.00	\$43,000.00
43	Sanitary Sewer Service, 6"	63	L.F.	\$120.00	\$7,560.00	\$370.86	\$23,364.18	\$95.00	\$5,985.00
44	Remove Manhole, Sanitary	2	EA	\$500.00	\$1,000.00	\$1,518.48	\$3,036.96	\$2,000.00	\$4,000.00
45	Cleanout to be Removed	2	EA	\$135.00	\$270.00	\$1,012.32	\$2,024.64	\$500.00	\$1,000.00
46	Cleanout	2	EA	\$1,000.00	\$2,000.00	\$2,114.87	\$4,229.74	\$500.00	\$1,000.00
47	Reconnect Sanitary Service Lateral, 6"	10	EA	\$900.00	\$9,000.00	\$1,982.22	\$19,822.20	\$1,250.00	\$12,500.00
48	Tee, D.I., M.J., 8" w/ Plug, 8"	1	EA	\$1,200.00	\$1,200.00	\$622.20	\$622.20	\$650.00	\$650.00
49	Manhole, Sanitary, Type A, 4' Dia (Special)	2	EA	\$3,700.00	\$7,400.00	\$4,949.56	\$9,899.12	\$6,500.00	\$13,000.00
50	Wood Fence Removal and Reinstallation	1	L. SUM	\$2,200.00	\$2,200.00	\$1,525.88	\$1,525.88	\$10,000.00	\$10,000.00
51	Traffic Control Complete	1	L. SUM	\$35,000.00	\$35,000.00	\$44,350.00	\$44,350.00	\$70,000.00	\$70,000.00
	TOTAL				\$329,127.00		\$357,477.90		\$363,899.25

MEMORANDUM

TO: Lew Steinbrecher, City Administrator

FROM: Kathleen A. Carr, Finance Director *KAC*

SUBJ: Financing Alternatives for Proposed LED Light Replacement Project

DATE: June 23, 2016

Per your request for financing alternatives for the Proposed LED Light Replacement Project presented by the City Engineering at the June 14th COW meeting, I submit the following alternatives for consideration using the net cost of the program (\$360,174):

1. Use General Fund Contingency. Currently the unobligated balance is \$374,115. This would only leave \$13,941 available for the remaining six months. If other issues would arise, additional funding would need to be considered.

2. Use a Revenue Anticipation Note. In April 2016 the General Fund repaid in full the Capital Improvement Fund for its Revenue Anticipation Note for the Sanitation carts (borrowed \$795,000 for 10 years at 3.5% interest). The General Fund could sell another Revenue Anticipation Note for \$360,174 to be purchased by the Capital Improvement fund to be repaid over five years with 2.05% interest. The annual debt repayment would be \$76,524.86 and include \$22,450.31 in interest costs and funded by the energy cost savings to the General Fund.

3. Use our available line of credit at First Midwest Bank and repay over five years with 2.97% interest. Annual debt repayment would be \$78,578.29 and include \$32,717.43 in interest costs.

Additionally, City Council had inquired if the Library Board would consider contributing to the cost. The net cost to the Library Fund would be \$75,583. However keep in mind that the Library operational costs have a deficit for 2016 and the General Fund will be making a subsidy transfer of \$306,885. The Library Director will be adding this topic to the July 14th Library Board Agenda.

Attachment

City Building LED Light Replacement

	# of Lamps	Est Cost	Est Rebate	Net Cost
City Hall	52	\$33,216	\$12,125	\$21,091
Fire 1 / Finance	63	\$35,532	\$13,745	\$21,787
Fire 2	17	\$5,292	\$1,620	\$3,672
Fire 3	21	\$6,496	\$1,397	\$5,099
Fire 4	9	\$4,350	\$1,535	\$2,815
Library	203	\$113,080	\$37,497	\$75,583
Public Works	121	\$120,944	\$25,775	\$95,169
Police	127	\$61,572	\$22,880	\$38,692
Police Sub Station	4	\$2,072	\$730	\$1,342
Fire Training / 2nd Alarmers	17	\$2,507	\$720	\$1,787
MidTown Parking Ramp	190	\$40,218	\$11,000	\$29,218
Centre Station Parking Ramp	278	\$60,114	\$12,375	\$47,739
Heritage Parking Ramp	94	\$23,230	\$7,050	\$16,180
	1196	\$508,623	\$148,449	\$360,174

29%

Park Board Recommendation

After weighing the options the Moline Park Board unanimously selected the following for repairing the Prospect Park Pavilion at an estimated cost of \$100,000.

- Replace 24" of timber at bottom of columns	\$ 42,000
- Install steel bracing, plumb & level building	\$ 28,000
- Repair restrooms (in house)	\$ 7,000
- Patch cracks in foundation walls	\$ 3,000
- A & E	\$ 15,000
- Contingency	<u>\$ 5,000</u>
Total	\$100,000

1. \$50,000 has been marked for the pavilion repairs in Parks 2016 CIP budget which will be spent first. An additional \$50,000 has been set aside for restoration efforts for the pavilion in 2016 and only needs council approval to release the funds for this purpose.
2. The board believes a shelter or pavilion of some type needs to be maintained on the south side of the park due to the size of the park and close proximity to picnic areas, the fishing pond and disc golf course.
3. Saves a historical building
4. Maintains restrooms on the south side of Prospect Park
5. Is a suitable solution that we believe will extend the structural life of the pavilion.
6. We also recommend monitoring the base elevation of the structure as well as the vertical stability of the structure by checking the posts for plumb every two years. Creating a base line now will eliminate any future guess work should the integrity of the structure become a concern.
7. Directly ties to council's new Top Priority goal of addressing city building maintenance.

We ask that the council support the Park Board recommendation and ask that you direct staff to place a resolution on the next committee of the whole agenda and subsequent council meeting to release the \$50,000 for the sole purpose of restoring Prospect Park Pavilion.

Your favorable consideration is appreciated.

May 2, 2016

Scott Hinton
City of Moline
3635 4th Avenue
Moline, IL 61265

RE: Prospect Park Pavilion – Structural Evaluation

Dear Scott,

This report will outline the structural observations, evaluations, and recommendation for the renovations and repairs required to the Prospect Park Pavilion to fix the leaning structure and cracking foundation walls.

Summary of 2014 Missman, Inc. Report:

The City of Moline provided Shive-Hattery (S-H) with a copy of structural assessment report developed by Missman, Inc. dated September 19, 2014. In this report the following structural problems and recommended repairs were outlined:

1. Pavilion structure has undergone significant lateral movement due to hydrostatic soil loads from the north hillside. The lower foundations have 2" to 3" of lateral movement towards the south.
Recommended Repair: Adding a new drainage system to the uphill side of the structure and replacement of the fill material with load resisting Geofoam blocks to relieve the pressure from the north foundation wall.
2. The upper portion of the structure is out of plumb by 2" to 3" towards the south relative to the lower portion of the structure.
Recommended Repair: Straightening of the upper portion of the wood structure and installation of cable or rod bracing to maintain lateral stability.
3. The base of several of the wood columns has severe wood rot and deterioration.
Recommended Repair: Removal and replacement of a 2'-0" section of the deteriorated timber column bases.
4. The foundation walls along the east and west elevations have large vertical cracks. The concrete piers along the south are cracked and deteriorated.
Recommended Repair: Patching concrete walls along cracks and repair concrete piers at the deteriorated timber columns.
5. The lower walls in the restrooms have many cracks in the wall tiles due to the lateral movement of the structure.
Recommended Repair: Repair of the glazed tile walls in the two restrooms.

Summary of Terracon Geotechnical Study:

As part of our contract with the City of Moline, we were asked to obtain a geotechnical engineer to determine if any subsoil slope stability issues are present at the hillside supporting the pavilion structure. Terracon Consultants was contracted to sample a soil boring and complete a geotechnical analysis to determine if any slope stability issues are present in the subgrade of the hillside. One soil boring was taken on March 1, 2016 along the north slope of the hillside adjacent to the pavilion structure. Terracon issued a geotechnical report dated March 18, 2016, outlining their findings and analysis of the sampled soils. Their report indicated, "The subsurface conditions present at the boring location along with the current conditions of the slope do not indicate that deep seated slope movement has occurred."



Shive-Hattery Structural Observation of the Pavilion:

On February 24, 2016, S-H conducted a structural observation of the Prospect Park Pavilion to evaluate the current condition of the structural elements. During our visit we were able to confirm many of the same structural issues outlined in the Missman report. We also conclude that the cause of the lateral movement in the foundations is related to the hydrostatic soil pressure acting along the north hillside foundation wall.

There are three possible options to alleviate the lateral foundation movement.

Option 1: Excavate the soil along the north side of the pavilion structure and install a drainage system to the surface of the foundation wall. The drainage system would be composed of a drainage mat adhered to the foundation wall which will channel the subgrade water down to a perforated drain tile. The drain tile would be extended to release the water at the adjacent pond. The backfill material would be free draining granular material (IDOT CA7) graded to prevent the intrusion of fines. Refer to S101 for the building elevation diagramming this foundation repair option.

Option 2: Excavate the soil along the north side of the pavilion and install rigid cellular polystyrene geof foam meeting ASTM D6817 material requirements. Geof foam stacked along the north foundation wall will eliminate the soil backfill pressure against the wall. A drainage system mat would also be applied to the outside of the north foundation wall to channel the water down to a perforated drain tile at the base of the wall. Free draining granular fill would be placed along the new cut slope of the hillside where the Geof foam is stacked against. This will provide a means for below grade water to flow away from the wall and into the drainage system. Refer to S102 for the building elevation diagramming this foundation repair option.

Option 3: Excavate the soil along the north side of the pavilion and install a new concrete retaining wall 5'-0" to the north of the pavilion. This retaining wall would be designed and constructed to resist the lateral soil pressures from the hillside soils and provide an edge wall along the walking path. Refer to S103 for the building elevation diagramming this foundation repair option.

The concrete walks and steps on the east and west sides of the pavilion are in poor shape. They have multiple cracks and chipped edges which are a potential tripping or slipping hazard to the public using them. As part of the work to excavate the soil on the north side of the pavilion, all of the concrete sidewalks and stair will need to be removed and replaced. This will allow the heavy excavating equipment access to the north side of the structure. The existing dry-stack block landscape retaining wall along the hillside will also need to be removed and reinstalled for foundation repair Options 2 and 3. Refer to S100 Pavilion Plan for additional information.

The upper portion of the wood pavilion structure appears to have shifted laterally due to insufficient lateral rigidity in the original structural system. The use of the knee braced frames along the outside columns was not constructed with sufficient strength to maintain a plumb structure. We recommend the installation of steel x-bracing rods in a single bay along each outside column row to resist lateral loads and maintain a vertically plumb structure.

We also observed the wood rot and deterioration of the lower level timber column bases. We recommend the bottom 24" of the wood be removed and replaced with treated wood members lapped and anchored to the remaining sound wood. If the column base is completely deteriorated, then a new treated timber section should be use to replace the base of the column with steel anchoring plates used to tie the new section to the original column.

The walls of the pavilion restrooms have many cracks and broken tiles due to the long term structural movement. The doors to the restrooms do not open properly due to the lateral movement of the door frames mounted in the walls. While structural renovations are occurring, the two restrooms should be completely remodeled with new floor and wall tiles, and new sinks, toilets and urinals. This would give the City an opportunity to upgrade the restroom facilities with more modern and water efficient fixtures.

Opinion of probable construction cost:

Shive-Hattery has worked with local contractors to develop a project construction budgetary range of \$315,000 to \$400,000 to complete these renovations depending on which foundation repair option is chosen. The following table outlines the costs calculated to achieve this budgetary range.

ITEMS	QTY	UNIT COST	TOTAL COST
FOUNDATION REPAIR - OPTION 1			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soils along the north side of the pavilion.	650 CY	\$20/CY	\$13,000
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400
• Install drainage mat system.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	650 CY	\$50/CY	\$32,500
• New Handrails	120 LF	\$120/LF	\$14,400
• Install new sidewalk slab sub-base.	1750 SF	\$15/LF	\$26,250
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR – OPTION 1 SUB-TOTAL			\$119,550.00
FOUNDATION REPAIR – OPTION 2			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soils along the north side of the pavilion.	805 CY	\$20/CY	\$16,100
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400
• Install drainage mat system.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	450 CY	\$50/CY	\$22,500
• Install Geofoam blocks as fill on north side of foundation.	280 CY	\$175	\$49,000
• Install new sidewalk slab sub-base over Geofoam.	1750 SF	\$15/SF	\$26,250
• New Handrails	120 LF	\$120/LF	\$14,400
• Reinstall landscape block wall along sidewalk path.	320 SF	\$40/SF	\$12,800
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR OPTION 2 SUB-TOTAL			\$174,450.00
FOUNDATION REPAIR – OPTION 3			
• Remove sidewalks, stairs and handrails	1750 SF	\$4/SF	\$7,000
• Excavate soil along the north side of the pavilion.	960 CY	\$20/CY	\$19,200
• Construct new retaining wall.	100 CY	\$600/CY	\$60,000
• Install drain tile at base of wall.	200 LF	\$12/LF	\$2,400

ITEMS	QTY	UNIT COST	TOTAL COST
• Install new drainage mat and drain tile.	1300 SF	\$10/SF	\$13,000
• Patching cracks in foundation walls	24 LF	\$125/LF	\$3,000
• Backfill with free draining granular fill.	620 CY	\$50/CY	\$31,000
• Install new sidewalk sub-base above granular fill.	1750 SF	\$15/SF	\$26,250
• New Handrails	120 LF	\$120/LF	\$14,400
• Reinstall landscape block wall along sidewalk path.	320 SF	\$40/SF	\$12,800
• Repair landscaping	500 SF	\$16/SF	\$8,000
FOUNDATION REPAIR – OPTION 3 SUBTOTAL			\$197,050.00
TIMBER COLUMN BASE REPAIRS			
• Remove decorative wood trim to expose column for repair.	10	\$200 EA	\$2,000
• Shore up existing structure to replace bottom 24" of columns.	10	\$2,500EA	\$25,000
• Concrete pier repairs	10	\$1,000	\$10,000
• Remove and replace bottom 24" of wood columns.	10	\$1000 EA	\$10,000
• Reinstall decorative wood trim.	10	\$300 EA	\$3,000
• Repaint wood trim on columns.	10	\$280 EA	\$2,800
TIMBER COLUMN BASE REPAIRS SUB-TOTAL			\$42,800.00
NEW LATERAL X-BRACING			
• Remove and replace the decorative wood trim to install bracing.	20	\$400 EA	\$8,000
• Fabricate and install new galvanized 3/4" rods with mounting plates and turnbuckles.	10	\$2,000 EA	\$20,000
NEW LATERAL X-BRACING SUB-TOTAL			\$28,000.00
RESTROOM REMODELING			
• Demolition of out restrooms	360 sf	\$10/SF	\$3,600
• New floor tile	360 SF	\$20/SF	\$7,200
• New wall tile	1090 SF	\$20/SF	\$21,800
• New ceilings and lighting	360 SF	\$10/SF	\$3,600
• New plumbing fixtures	6	\$1,500	\$9,000
RESTROOM REMODEL SUB-TOTAL			\$45,200.00

10 % CONTINGENCY	\$30,000
AE FEE	\$30,000
BUDGETARY RANGE: \$300,000 - \$400,000	

Also attached to this report are sketches of the plan and building sections outlining the foundation repair options and work recommended in this report, which includes the following:

- S100 – Pavilion Plan
- S101 – Building Elevation – Option 1: Free Draining Granular Backfill
- S102 – Building Elevation – Option 2: Geofoam Backfill
- S103 – Building Elevation – Option 3: New Retaining Wall
- Photos: Outlining bracing locations and column repairs.

We appreciate the opportunity to assist the City of Moline with this structural study and report. Please contact us if you have any questions about this information.

Sincerely,

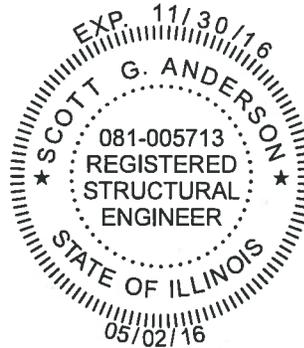
SHIVE-HATTERY, INC.

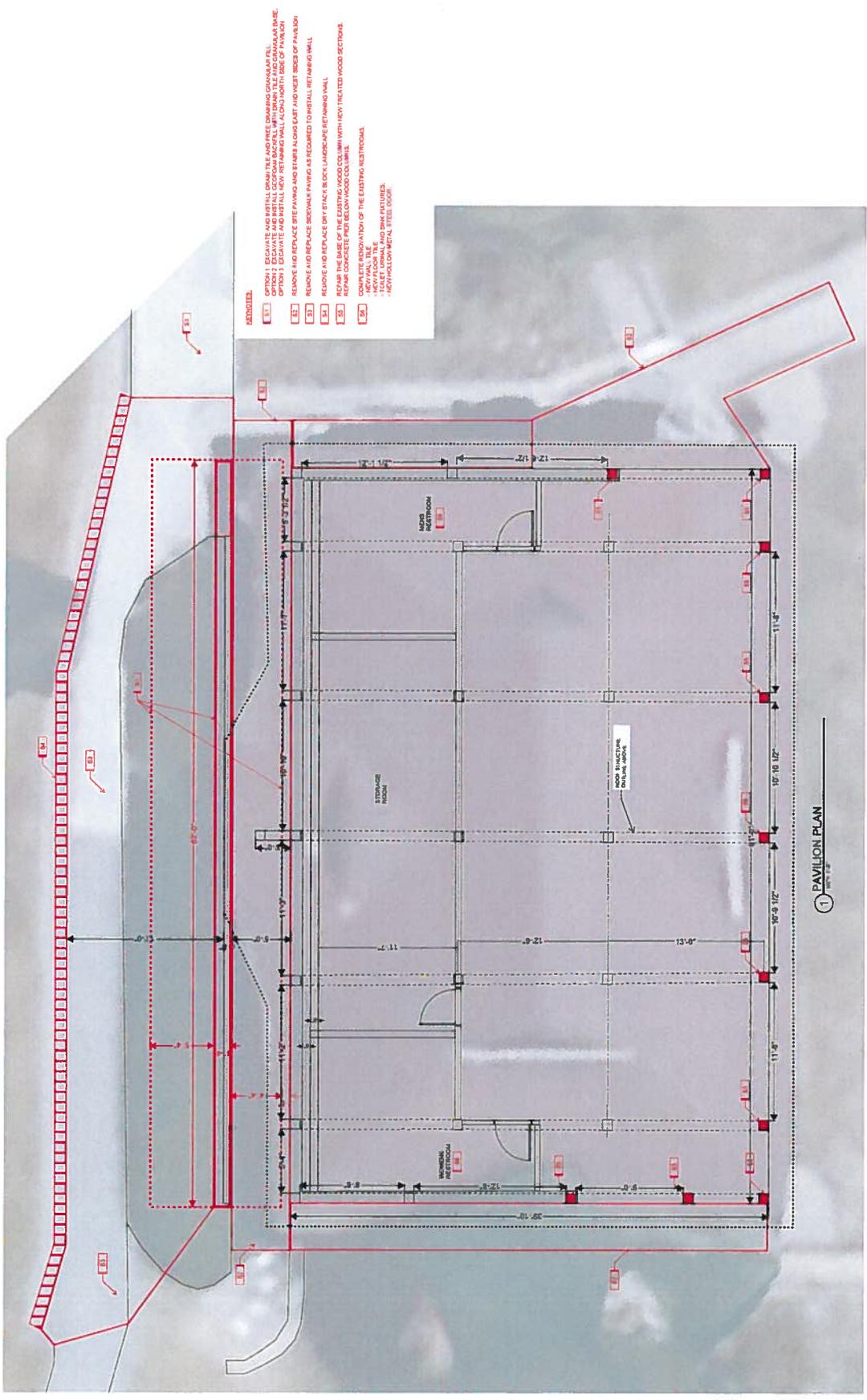


Scott G. Anderson, SE, PE LEED AP

SGA/rif

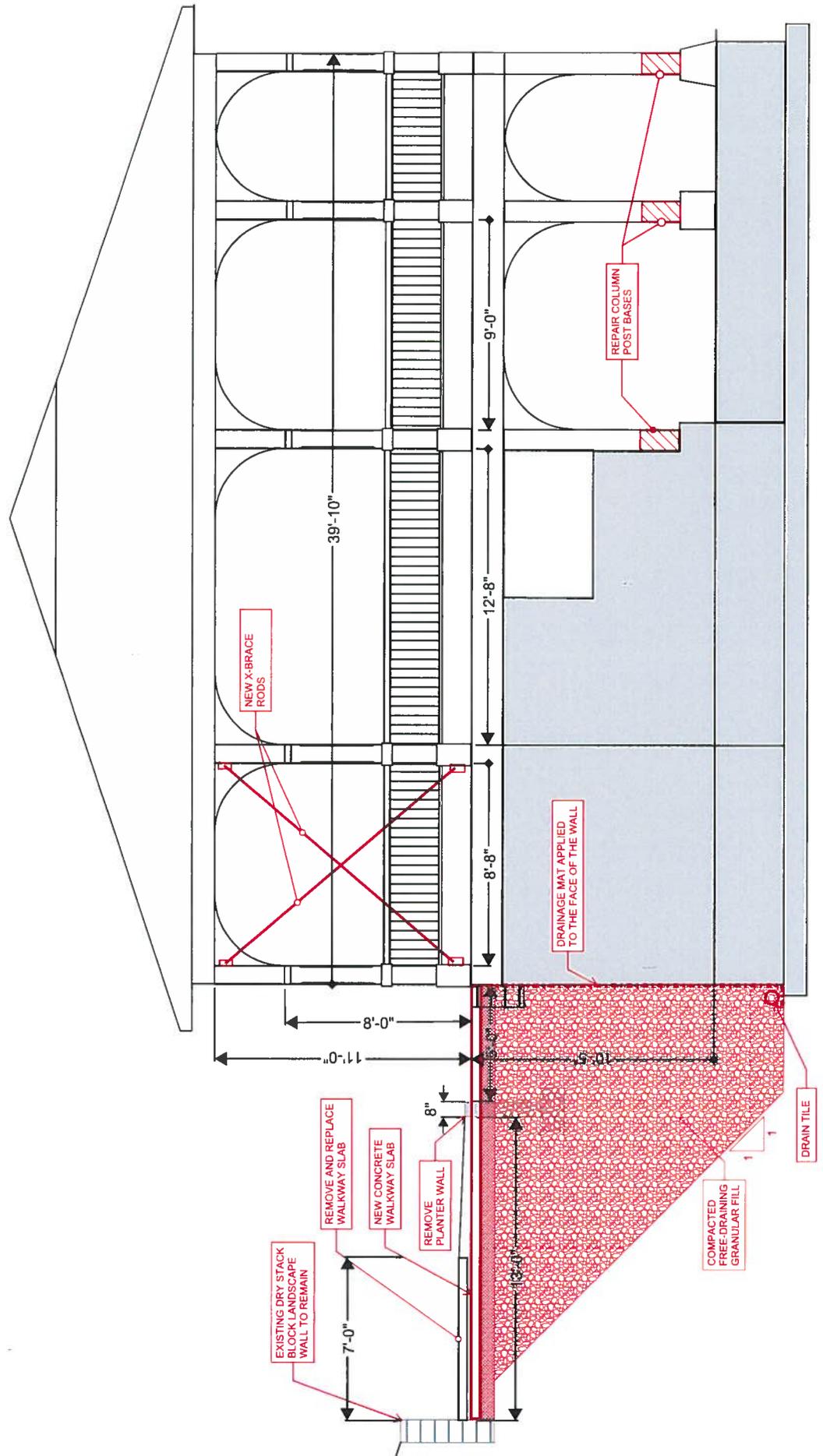
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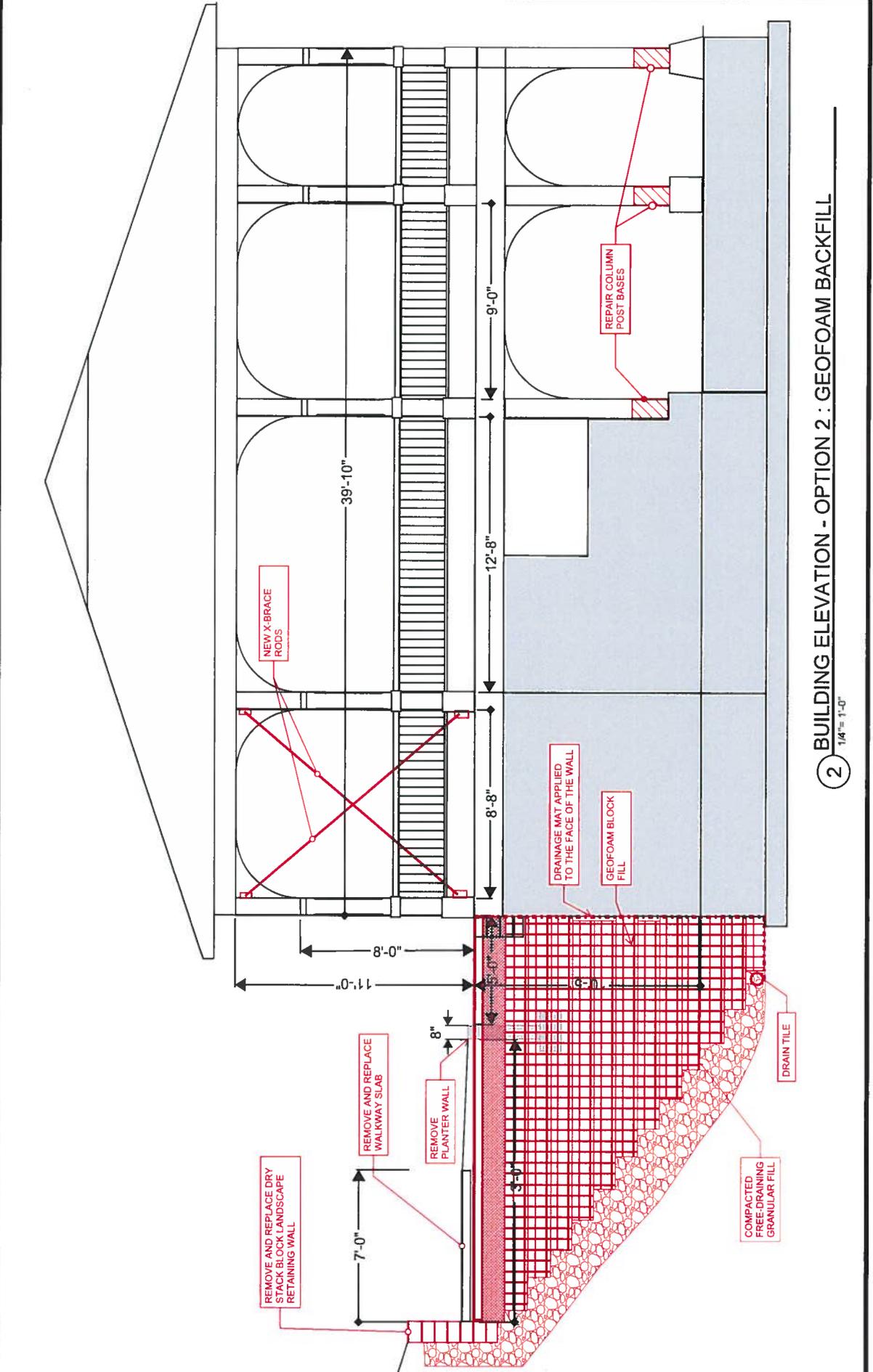


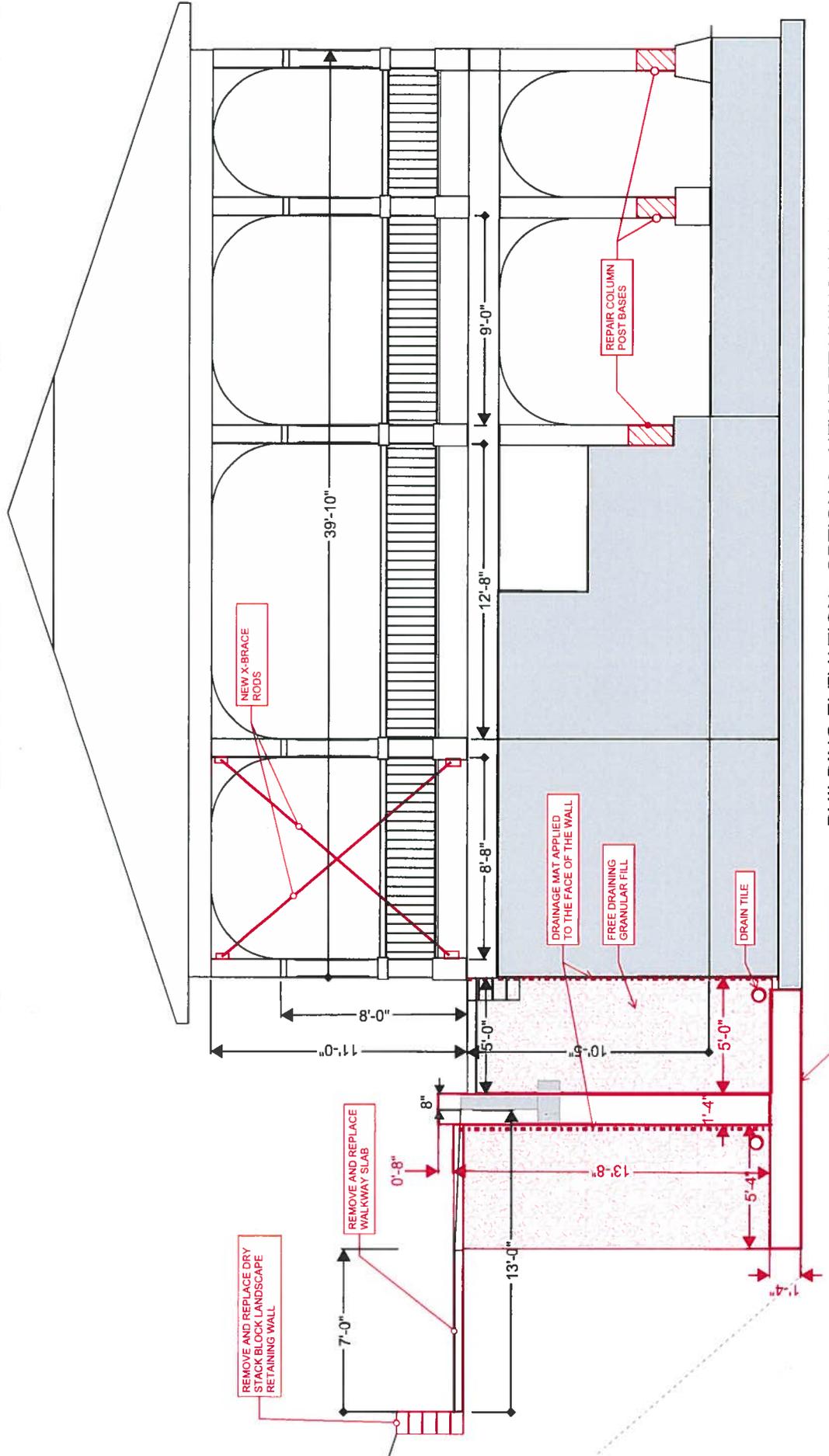
- RENOVATED:**
- 1. DEMOLISH EXISTING RETAINING WALLS AND REINSTALL NEW CONCRETE RETAINING WALLS.
 - 2. EXCAVATE AND INSTALL CONCRETE FOOTING WITH DRAIN TILE AND DRAINAGE BASE.
 - 3. EXCAVATE AND INSTALL NEW RETAINING WALL ALONG NORTH SIDE OF PAVILION.
 - 4. REMOVE AND REPLACE SITE PAVING AND STAMPS ALONG EAST AND WEST SIDES OF PAVILION.
 - 5. REMOVE AND REPLACE SIDEWALK PAVING AS REQUIRED TO INSTALL RETAINING WALL.
 - 6. REMOVE AND REPLACE DRY STACK BLOCK LANDSCAPE RETAINING WALL.
 - 7. REPAIR THE BASE OF THE EXISTING WOOD COLUMN WITH NEW TREATED WOOD SECTIONS.
 - 8. REPAIR CONCRETE FOOT BELOW WOOD COLUMNS.
 - 9. COMPLETE RENOVATION OF THE EXISTING RESTROOMS.
 - 10. REPAIR AND REFINISH EXISTING RESTROOMS WITH:
 - NEW GYM TILE
 - NEW WOOD TRIM
 - NEW POLYURETHANE FINISH ON INTERIORS
 - NEW GALVANNEAL STEEL DOORS

1 PAVILION PLAN



1 BUILDING ELEVATION - OPTION 1: FREE DRAINING GRANULAR BACKFILL
 1/4" = 1'-0"





3 BUILDING ELEVATION - OPTION 3 : NEW RETAINING WALL
 1/4" = 1'-0"

NEW RETAINING WALL

REMOVE AND REPLACE DRY STACK BLOCK LANDSCAPE RETAINING WALL

REMOVE AND REPLACE WALKWAY SLAB

NEW X-BRACE RODS

REPAIR COLUMN POST BASES

DRAINAGE MAT APPLIED TO THE FACE OF THE WALL

FREE DRAINING GRANULAR FILL

DRAIN TILE

NEW RETAINING WALL



PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

PAVILION - EAST ELEVATION



PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST SIDE

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE WEST SIDE

REPAIR CONCRETE PIERS UNDER POSTS

SHORE AND BRACE STRUCTURE TO REPAIR BOTTOM 24" DAMAGED COLUMNS WITH NEW TREATED TIMBER MEMBERS

PAVILION - SOUTH ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

REPAIR CONCRETE PIERS UNDER POSTS

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST SIDE

SHORE AND BRACE STRUCTURE TO REPAIR BOTTOM 24" DAMAGED COLUMNS WITH NEW TREATED TIMBER MEMBERS



PAVILION - SOUTHEAST ELEVATION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

REMOVE AND REPLACE THE CONCRETE WALKS AND STEPS ON THE EAST AND WEST SIDE



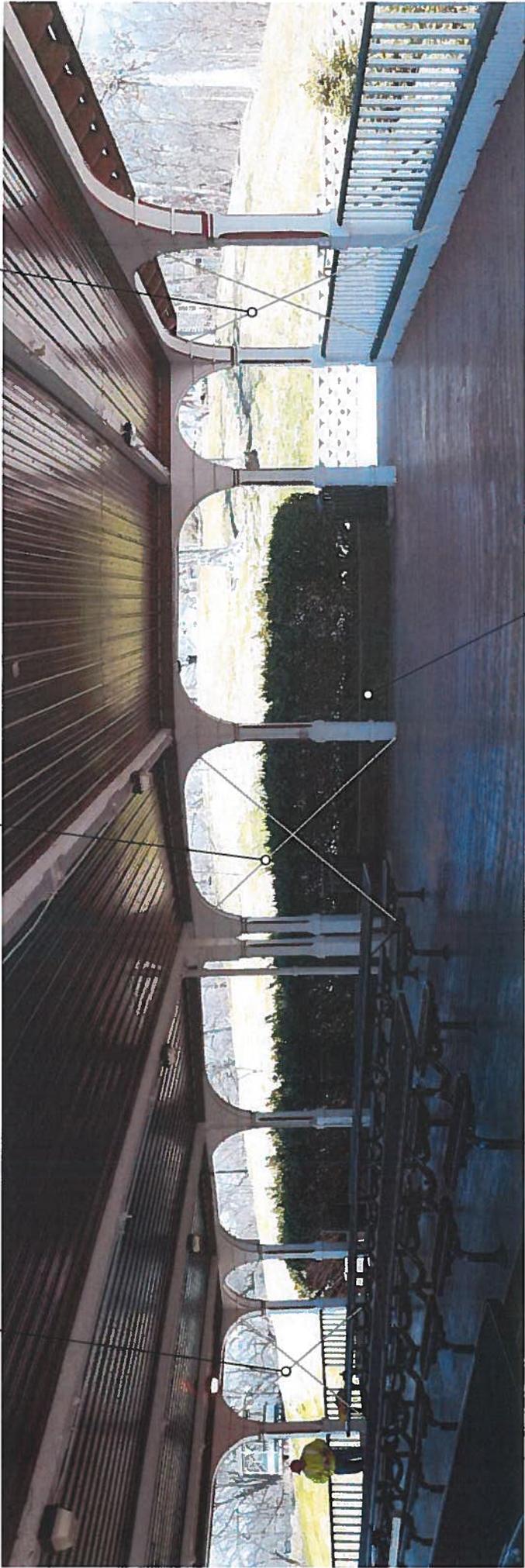
PAVILION - SOUTHWEST ELEVATION

REPAIR CONCRETE PIERS UNDER POSTS

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE EAST/WEST DIRECTION

PROVIDE X-BRACE TO STABILIZE THE ROOF IN THE NORTH/SOUTH DIRECTION



PAVILION - ELEVATION LOOKING NORTH

REMOVE PLANTER WALL AND BUSHES. REPLACE WITH NEW SLAB ONCE BACKFILL HAS BEEN COMPLETED.