

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, February 7, 2012

Presentation

Update on Rental Housing Inspections and Neighborhood Improvement Programs. (Maureen Riggs, City Attorney)

Questions on the Agenda

Agenda Items

1. **Amendments to Chapter 8 of the Moline Code of Ordinances pertaining to the City's Rental Housing Inspection Program self-safety review.** (Maureen Riggs, City Attorney)
2. **Small Rental Property Program Grant.** (Liliana Gomez, Grant Coordinator)
3. **Single Family Owner Occupied Program Grant.** (Liliana Gomez, Grant Coordinator)
4. **Approval to enter into a Small Government Enterprise Licensing Agreement (ELA) with Environmental Systems Research Institute, Inc. (ESRI).** (Nate Scott, IT Manager)
5. **Declaration of one seized and forfeited vehicle as surplus property and authorizing the Finance Director to dispose of same.** (Kim Hankins, Interim Public Safety Director)
6. **Ambulance Fee Recommendation.** (Kim Hankins, Public Safety Director and Kathy Carr, Finance Director)
7. **Approval of a Contract with Walter D Laud for Project #1151, 2012 Pavement Patching Program.** (Scott Hinton, City Engineer)
8. **Approval of a Contract with Walter D Laud for Project #1152, 2012 Inlet/Catch Basin Replacement Program.** (Scott Hinton, City Engineer)
9. **Approval of a Contract with Centennial Contractors for Project #1153, 2012 Sidewalk Replacement Program.** (Scott Hinton, City Engineer)
10. **Approval of a Deed of Dedication from Deborah H Bracke for a Utility Easement.** (Scott Hinton, City Engineer)
11. **Other**

Informational

2012 Capital Improvement Program. Additional documentation attached. (Scott Hinton, City Engineer)

Explanation

1. Amendments to Chapter 8 of the Moline Code of Ordinances pertaining to the City's Rental Housing Inspection Program self-safety review. (Maureen Riggs, City Attorney)

Explanation: The City's Rental Housing Inspection Program ordinance, implemented in 2007, contains a requirement that residential rental property owners must complete and submit to the City an annual self-safety review for their rental properties in addition to an annual license application. In working with the program and rental property owners, Law Department staff has determined that the self-safety review is not a necessary requirement of the program and its elimination from the ordinance will improve customer service and efficiencies without compromising the program's intent. Staff therefore recommends approval of amendments deleting the annual self-safety review provision from the ordinance.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live

2. Small Rental Property Program Grant. (Liliana Gomez, Grant Coordinator)

Explanation: The City of Moline Planning and Development Department will to apply for \$469,970.00 in Small Rental Property Program grant funding through the Illinois Housing Development Authority. The scope of the grant includes the rehabilitation of small rental properties (2 to 4 units per building) in the City. The program serves units that house qualified low to moderate income individuals and families. The units must be available to income qualified tenants for the term of five years after the rehabilitation is completed. This grant will allow the City to continue to provide safe and affordable housing to low income residents. *This item also appears on the February 7, 2012, City Council Agenda under "Items Not on Consent".*

Staff Recommendation: Approve
Fiscal Impact: \$469,970.00 from IHDA
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Quality Neighborhoods

3. Single Family Owner Occupied Program Grant. (Liliana Gomez, Grant Coordinator)

Explanation: The City of Moline Planning and Development Department will apply for \$500,000.00 in Single Family Owner Occupied Rehabilitation grant funding through the Illinois Housing Development Authority. The scope of the grant includes the rehabilitation of single family owner occupied housing in the City. The program serves qualified low to moderate income individuals and families that own their home. This grant will allow the City to continue to provide safe and affordable housing to low income residents. *This item also appears on the February 7, 2012, City Council Agenda under "Items Not on Consent".*

Staff Recommendation: Approve
Fiscal Impact: \$500,000.00 from IHDA
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Quality Neighborhoods

4. Approval to enter into a Small Government Enterprise Licensing Agreement (ELA) with Environmental Systems Research Institute, Inc. (ESRI). (Nate Scott, IT Manager)

Explanation: The City currently spends \$22,400.00 annually for “a la carte” GIS software maintenance to ESRI. This includes 17 user licenses that are shared by approximately 45 users and two server licenses. The ELA is a three-year agreement with a commitment to pay \$35,000 per year and includes the benefits the City receives now plus the following: unlimited desktop and server licensing with updates, multiple extensions that will allow for advanced GIS analysis, mobile editing of live data, and \$7,500 in City-wide online training (see attached for additional information). The yearly difference of \$12,600 between licensing models would only cover maintenance on nine or ten additional user licenses, not including the higher purchase price of each license. The ELA would provide a greater cost per license value, solve all license-sharing problems the City currently experiences, and facilitate a number of workflows in several City departments. This is a budgeted amount for 2012 that would recur in 2013 and 2014. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: \$35,000 per year in 2012, 2013, and 2014.
Public Notice/Recording: N/A
Goals Impacted: Financially Strong City & Improved City Infrastructure

5. Declaration of one seized and forfeited vehicle as surplus property and authorizing the Finance Director to dispose of same. (Kim Hankins, Interim Public Safety Director)

Explanation: Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. A 1998 GMC Sonoma (VIN# 1GTCS19XOW8520013) was seized and forfeited to the police department, and staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise.

Staff Recommendation: Approval
Fiscal Impact: Any proceeds after costs go to the seizing law enforcement agency.
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City

6. Ambulance Fee Recommendation. (Kim Hankins, Public Safety Director and Kathy Carr, Finance Director)

Explanation: Staff met and consulted with Professional Billing Services to develop a recommendation to increase Moline ambulance fees that are still reasonable as compared to other Quad City area ambulance services.

Base rate for basic life support fee from \$660.00 to \$670.00
Base rate for advance life support-1 from \$660.00 to \$820.00
Base rate for advance life support-2 from \$770.00 to \$1,060.00
Transport fee from \$11.00 per mile to \$16.00 per mile
Medical assessment & treatment without transport from \$110.00 plus supplies to \$260.00 plus supplies

The following fee will remain the same: Supplies charge is actual cost plus 10% restocking fee. Additional documentation attached.

Staff Recommendation: Approve fee increases
Fiscal Impact: Estimated \$250,000 in annual revenue to the General Fund
Public Notice/Recording: Publication of Ordinance
Goals Impacted: Financially Strong City & Desirable Place to Live

7. Approval of a Contract with Walter D Laud for Project #1151, 2012 Pavement Patching Program (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on January 31, 2012, for Project # 1151 with the following results:

\$1,244,841.00	Walter D Laud
\$1,291,675.00	G M Sipes
\$1,316,026.00	Treiber Construction
\$1,322,500.00	Centennial Contractors
\$1,325,760.00	Langman Construction
\$1,498,776.50	Valley Construction

Staff Recommendation: Staff recommends approval of a contract with the lowest responsible and responsive bidder, Walter D Laud.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP	1,000,000.00	914,841.00	510-9957-438.04-25
Water	200,000.00	200,000.00	310-1716-434.04-25
WPC	130,000.00	130,000.00	320-1835-433.08-30
Storm			330-1971-433.08-35
	1,330,000.00	1,244,841.00	

Public Notice/Recording: N/A

Goals Impacted: Financially Strong City & Improved City Infrastructure

8. Approval of a Contract with Walter D Laud for Project #1152, 2012 Inlet/Catch Basin Replacement Program. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on January 31, 2012, for Project #1152 with the following results:

\$103,965.30	Walter D Laud
\$105,430.30	Centennial Contractors
\$105,740.00	Langman Construction
\$117,796.40	Valley Construction

Staff Recommendation: Staff recommends approval of a contract with the lowest responsible and responsive bidder, Walter D Laud.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
CIP			510-9957-438.04-25
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm	100,000.00	103,695.30	330-1971-433.08-35
	100,000.00	103,695.30	

Public Notice/Recording: N/A
Goals Impacted: Financially Strong City & Improved City Infrastructure

9. Approval of a Contract with Centennial Contractors for Project #1153, 2012 Sidewalk Replacement Program. (Scott Hinton, City Engineer)

Explanation: Bids were opened and publicly read on January 31, 2012, for Project #1153 with the following results:

\$103,735.00	Centennial Contractors
\$110,493.00	CPI
\$139,647.50	Walter D Laud

Staff Recommendation: Staff recommends approval of a contract with the lowest responsible and responsive bidder, Centennial Contractors.

Fiscal Impact: Funds are budgeted and available as follows:

ACCOUNT	BUDGETED	AS-BID	
Utility Tax	80,000.00	103,735.00	510-9965-438.08-17
Water			310-1716-434.04-25
WPC			320-1835-433.08-30
Storm			330-1971-433.08-35
	80,000.00	103,735.00	

Public Notice/Recording: N/A
Goals Impacted: Financially Strong City; Strong Local Economy; Quality Neighborhoods

10. Approval of a Deed of Dedication from Deborah H Bracke for a Utility Easement (Scott Hinton, City Engineer)

Explanation: Project #1127 replaced the sanitary sewer through the ravine south of 12th Avenue near 31st Street Place. The work included the relocation of a short section of sanitary sewer to correct ongoing maintenance issues. The utility easement on Parcel 07-1196, commonly known as 2960 15th Avenue, reflects the new sanitary sewer location.

Staff Recommendation: Staff recommends approval of the Deed of Dedication.

Fiscal Impact: N/A

Public Notice/Recording: N/A

Goals Impacted: Quality Neighborhoods



Small Government ELA

The Small Government Enterprise License Agreement (SG ELA) is an attractive option for organizations that expect to see continued growth in the use of GIS. Among other benefits, the program allows for unlimited deployment and use of Esri software. Software maintenance, training, and technical support are all included in the agreement.

Some key benefits to an Enterprise License Agreement include cost containment, improved administration and a maximized return on investment.

- Cost Containment
 - Provides the organization a fixed pricing model for the term of the agreement
 - Competing interests, budget constraints and budget cycles become less of an issue.
- Administration
 - Maintenance, support, and technical administration of software is more cost effective when consolidated opposed to departmentalized software management.
 - Determining correct tools/license for the task, number of software seats, and deployment methods is minimized since all software functionality is available for unlimited use.
- Return on Investment
 - Enterprise deployments can be cost prohibitive when fully implemented. An ELA provides significant cost savings when fully deployed.
 - 3rd Party Business Partner solutions and business system integration projects can be more easily accomplished when ESRI software is already licensed.
 - When GIS is integrated within the Enterprise IT infrastructure, organizational-wide use of the system is possible with high performance, improved workflows, and increased productivity, maximizing ROI.

Key components to the program include the following:

- Based on a 3-year renewable term
- Includes unlimited access to the following ESRI products:
 - ArcGIS desktop – ArcInfo, ArcEditor, ArcView
 - ArcGIS desktop extensions – 3D Analyst, Spatial Analyst, Geostatistical Analyst, ArcScan, Publisher, Maplex, Network Analyst, Schematics, and Workflow Manager
 - ArcGIS Server Enterprise or Workgroup (Advanced, Standard, & Basic levels)
 - ArcGIS server extensions – 3D Analyst, Network Analyst, Spatial Analyst, Geostatistical Analyst, Schematics, Workflow Manager, and Image Extension
 - ArcGIS Mobile
 - ArcPad (*optional add-on*)
 - ArcGIS Engine Runtime deployments & extensions
- Free maintenance and software upgrades on the unlimited software
- ESRI Developer Network - 1 annual subscription
- \$7,500 worth of credits per year for ESRI Virtual Campus training
- 5% discount on ESRI instructed-led training
- Technical Support for 3 named callers
- 3 complimentary ESRI user conference registrations per year

The baseline annual fee for the SG ELA program is **\$35,000**.



January 31, 2012

Mr. Nathan Scott
CITY OF MOLINE
1640 6TH AVE
MOLINE, IL 61265

Dear Nathan,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Chris Liske



Quotation # 20399633

Date: January 31, 2012

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
880 Blue Gentian Rd, Ste 200
St. Paul, MN 55121-1596
Phone: (651) 454-0600 Fax: (651) 454-0705
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 111585 Contract #
CITY OF MOLINE
INFORMATION TECHNOLOGY
1640 6TH AVE
MOLINE, IL 61265
ATTENTION: Nathan Scott
PHONE: (309) 524-2292
FAX: 309-797-1858

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 01/31/2012 To: 04/30/2012

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement- Year One	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement- Year Two	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement- Year Three	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$105,000.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Chris Liske	Email: cliske@esri.com	Phone: (651) 454-0600 x8359
<p>Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.</p> <p><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>		



SMALL MUNICIPAL AND COUNTY ENTERPRISE LICENSE AGREEMENT

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("Licensee") and Environmental Systems Research Institute, Inc. ("Esri")...

This ELA incorporates the ELA Quotation by reference and comprises (i) this signature page, (ii) the ELA Terms and Conditions, (iii) Exhibit 1—Scope of Use (E300), (iv) Exhibit 2—Training Addendum (E207SET), and (v) the ELA Quotation...

ENTERPRISE SOFTWARE SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcInfo, ArcEditor, ArcView, ArcGIS Desktop Extensions: 3D Analyst, Spatial Analyst, ArcGIS Network Analyst, Geostatistical Analyst, ArcGIS ArcScan, ArcGIS Data Reviewer, ArcGIS Publisher, Maplex for ArcGIS, ArcGIS Schematics, and ArcGIS Workflow Manager

Server Software and Extensions

ArcGIS Server Workgroup or Enterprise (Advanced, Standard, and Basic)

ArcIMS

ArcGIS Server Extensions: 3D, Schematics, Geostatistical, ArcGIS Workflow Manager, Network, Image, and Spatial

Developer

ArcGIS Engine Runtime, ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase Update, Network, Schematics, and Maplex

Limited Quantities

One Annual Subscription to Esri Developer Network (EDN)

OTHER BENEFITS

Table with 2 columns: Benefit description and quantity. Rows include: Number of Esri International User Conference Registrations provided annually (3), Number of Tier 1 Help Desk Individuals authorized to call Esri (3), Maximum number of sets of backup media, if requested* (2), Virtual Campus Annual User License allowance (7,500), and Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)

* Additional sets of backup media may be purchased.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software.

Licensee may accept this ELA by signing and returning it to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mailing it to service@esri.com or faxing it to 909-307-3083. Licensee will include an authorizing Purchase Order that matches the ELA Quotation and complies with the requirements of this ELA. ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDER WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.

ACCEPTED AND AGREED:

(Licensee)
By: _____
Signature
Printed Name: _____
Title: _____
Date: _____
Esri EIN Number: 95-2775732

Licensee Contact Information

Contact Name: _____
Address: _____
City, State, ZIP: _____
Telephone: _____
Fax: _____
E-mail: _____
ELA Quotation Number: _____
Esri Contract Number: _____

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes licensed under this ELA.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software (and related key codes/registration files) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Documentation" means all printed and digital materials including help files and user reference documentation that are delivered with the Software or, if delivered via download, that are delivered from the Software setup or installation program.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Software.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Software" means the items identified in the Enterprise Software Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Software provided to Licensee by Esri under this ELA.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies as identified in Exhibit 1.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License(s)" means license(s) provided for use during a fixed or limited time period concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet, excluding Virtual Campus, as identified in Exhibit 1.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Software is licensed and not sold. Esri and its licensors own the Enterprise Software and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Software from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Software as defined in the Enterprise Software Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA.
- b. Deploy one subscription of the Esri Developer Network for use by a single named developer for the term of this ELA.
- c. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Use Enterprise Software in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

3.2 Consultant Access. Subject to Section 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants' and contractors' use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Software from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Software from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultants and contractors to discontinue access to and use of Enterprise Software upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or

digital documentation are subject to this ELA. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensor(s): "Portions of this document include intellectual property of Esri and its licensor(s) and are used herein under license. Copyright © [Insert the actual copyright date(s) from the source materials] Esri and its licensor(s). All rights reserved."

4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to the Enterprise Software. Licensee shall not use Enterprise Software for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measure(s) that controls access to, or use of, the Enterprise Software.
- e. Except as provided herein, Licensee shall not redistribute the Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
- h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
- i. Hard-copy Documentation may not be copied.
- j. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside the United States.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of Web Services

and clear Web Services client-side data cache and cease use, uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software is provided, if any, will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

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9.3 Taxes and Fees. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the

provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Software will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Software) outside of this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial Purchase Order from Licensee, Esri shall authorize download of the Enterprise Software to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Purchase Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise Software to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Software.

11.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due

- (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert a reference to the ELA and the following statement: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of the ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Esri's Product Life Cycle Support Policy, available at help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses.



**EXHIBIT 1
SCOPE OF USE
(E300 09/29/2011)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, and Web Services identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Runtime (1, 15, 18, 33, 35, and 59)
- ArcGIS Runtime SDK (1, 15, 18, 33, 35, and 60)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportals Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, and 35)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)

- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri CityEngine (either 1 or 2 and 44)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri File Geodatabase API (47)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- Geoportals Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Portal for ArcGIS (5, 6, 31, 33, 61, 62, and 63)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Esri Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Business Analyst Online Mobile (1, 6, 25, 33, 48, 56, 57, and 58)
- Esri Community Analyst (6, 25, 33, 48, 56, 57, and 58)
- Esri MapStudio (6, 25, 33, 34, 35, and 56)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

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22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
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34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to [Esri Business Analyst \(Canadian Edition\) Data](#).
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.

44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
46. Licensee should not follow any route suggestions that appear to be hazardous, unsafe, or illegal. Licensee assumes all risk of using this navigation Software.
47. Licensee may develop and distribute software or web applications that use the Esri File Geodatabase API to Licensee's end users.
48. Licensee may include reports and maps created from the Software or Data in hard-copy or read-only format for presentation packages or marketing studies for subsidiaries and customers. The total content of the Esri reports and maps must be less than twenty percent (20%) of Licensee's total content of the presentation package or marketing study. Full, complete, stand-alone reports or maps created from the Software or Data and not part of a presentation package or marketing study cannot be resold, sublicensed, or otherwise transferred without prior written permission of Esri. Licensee's third-party customer may only receive reports and maps generated by Licensee and may only use the maps and reports received from Licensee for internal purposes. In no case shall Licensee redistribute the Data in digital formats.
49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Reserved.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
56. For Reports or maps displayed or posted to an external website, or Reports or maps created for Licensee's end user(s), Licensee shall affix an attribution notice to Licensee's online and/or hard-copy output that acknowledges Esri's and its third-party data supplier's intellectual property. These notices are found in the PDF or export image format of each individual Report or image, or as follows: "Source [Esri, Supplier]" or Copyright © [year(s)] [Esri, Supplier]. All rights reserved."
57. Licensee may only display or post any combination of 100 Business Analyst Online or Community Analyst Reports and maps on its external websites.
58. Licensee shall order a separate Business Analyst Online or Community Analyst subscription for each person who uses Business Analyst Online or Community Analyst and shall provide output from the Business Analyst Online or Community Analyst subscription only to the e-mail of the individual subscriber.
59. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Runtime Software up to the number of deployment licenses that have been purchased.
60. (a) ArcGIS Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must purchase a software application that includes an ArcGIS Runtime license to obtain the right to run an ArcGIS Runtime application on one (1) computer. A single user may have multiple ArcGIS Runtime licensed applications installed on one (1) computer that utilize a single ArcGIS Runtime.
61. Oracle is a third-party beneficiary of Esri's rights under the Esri License Agreement with respect to the Software but is not a party hereto and assumes no obligations hereunder.
62. Esri and its Licensors reserve the right to conduct an audit of Licensee's use of the Software. Licensee will provide reasonable assistance and access to information regarding Licensee's use of the Software. Audit results may be reported to Esri's Licensors. Fees for over-deployment or excess usage are payable within thirty (30) days of the invoice date.
63. Licensee may not publish the results of benchmark tests run on the Software without the prior written permission of Esri and its Licensors.



EXHIBIT 2 TRAINING ADDENDUM (E207SET 3/11)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. **Esri reserves the right to record a classroom training event for future rebroadcast.**

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.

- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

7.2 **Disclaimer of Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE TRAINING IS ERROR FREE.

ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

MEMORANDUM

TO: Low Steinbrecher, City Administrator

FROM: Kim Hankins, Public Safety Director
Kathleen A. Carr, Finance Director

SUBJ: Ambulance Fee Review

DATE: January 31, 2012

Staff met and consulted with Professional Billing Services on Monday, January 23rd to develop a recommendation to increase Moline ambulance fees that are still reasonable as compared to other Quad City area ambulance services.

The City of Moline's current ambulance fee structure is as follows:

BLS	ALS1	ALS2	Mileage	Treat Only	Supplies
\$660.00	\$660.00	\$770.00	\$11.00/mile	\$110.00	Cost + 10%

Based on the 2011 Regional Rate Survey for Ambulance Service, fees for area private and hospital based ambulance services are as follows:

Provider	BLS	ALS1	ALS2	Mileage	Non Transport
1 Private NFP	\$743.00	\$743.00	\$1,114.00	\$13.00	n/a
3 Private NFP	\$734.25	\$806.50	\$1,112.50	\$17.80	\$208.60
4 Private NFP	\$550.00	\$600.00	\$790.00	\$12.00	\$250.00
6 Hospital	\$500.00	\$700.00	\$790.00	\$30.00	\$500.00
10 Hospital	\$523.50	\$884.00	\$1,257.00	\$12.00	\$124.00
11 Hospital	\$742.00	\$778.00	\$1,019.00	\$17.00	\$230.00
12 Hospital	\$742.00	\$778.00	\$1,019.00	\$17.00	\$230.00
13 Private NFP	\$519.00	\$746.00	\$823.00	\$12.00	\$133.00
14 Hospital	\$540.00	\$840.00	\$1,030.00	\$15.00	\$340.00
15 Hospital	\$575.00	\$800.00	\$1,075.00	\$12.50	\$300.00
16 Private NFP	\$540.00	\$570.00	\$775.00	\$15.00	\$195.00
21 Private NFP	\$830.00	\$940.00	\$1,000.00	\$9.30	\$350.00
22 Hospital	\$963.00	\$1,144.00	\$1,655.00	\$12.00	\$100.00
23 Hospital	\$420.00	\$525.00	\$690.00	\$16.60	\$250.00
AVERAGE	\$637.27	\$775.32	\$1,010.68	\$15.09	\$246.97

However, since the Moline Ambulance Service is above average in the service it provides, the lowest two fees from each category were dropped to come up with a new average:

AVERAGE 2	\$666.82	\$813.30	\$1,057.05	\$15.83	\$259.22
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For the supplies used during the ambulance call, the city is currently charging the cost plus 10%. Since the cost of Oxygen and IV Kits fluctuate so often during the year, Professional Billing Services has recommended that the Fire Department provide them with cost information updates more frequently to potentially increase revenue of the supply portion of the billing.

Recommendation:

Increase **BLS to \$670, ALS1 to \$820, ALS2 \$1,060, mileage to \$16** and **Treat Non Transport to \$260**. Supplies would remain at cost plus 10%. Based on the number and types of runs billed in 2011, the recommended fee structure is estimated to generate additional annual revenue of \$250,000.

G.M. Sipes
 Construction, Inc.

Treiber Construction
 Company, Inc.

Walter D. Laud, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		G.M. Sipes Construction, Inc.		Treiber Construction Company, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Class B Patch, Type 1	50	SY	\$152.00	\$7,600.00	\$125.00	\$6,250.00	\$140.00	\$7,000.00
2	Class B Patch, Type 2	950	SY	\$110.00	\$104,500.00	\$100.00	\$95,000.00	\$85.00	\$80,750.00
3	Class B Patch, Type 3	1000	SY	\$107.00	\$107,000.00	\$95.00	\$95,000.00	\$79.00	\$79,000.00
4	Class B Patch, Type 4	9500	SY	\$75.00	\$712,500.00	\$80.00	\$760,000.00	\$68.00	\$646,000.00
5	Class B Patch, Type 1 with Hot Mix Asphalt	20	SY	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$190.00	\$3,800.00
6	Class B Patch, Type 2 with Hot Mix Asphalt	80	SY	\$120.00	\$9,600.00	\$125.00	\$10,000.00	\$130.00	\$10,400.00
7	Class B Patch, Type 3 with Hot Mix Asphalt	80	SY	\$105.00	\$8,400.00	\$120.00	\$9,600.00	\$120.00	\$9,600.00
8	Class B Patch, Type 4 with Hot Mix Asphalt	900	SY	\$90.00	\$81,000.00	\$100.00	\$90,000.00	\$110.00	\$99,000.00
9	Brick Pavement Patching	400	SY	\$80.00	\$32,000.00	\$50.00	\$20,000.00	\$136.00	\$54,400.00
10	Supply New Pavers	4000	EA	\$0.01	\$40.00	\$2.00	\$8,000.00	\$2.30	\$9,200.00
11	Aggregate Base Course, Type B, 6"	7000	SY	\$6.50	\$45,500.00	\$5.00	\$35,000.00	\$7.00	\$49,000.00
12	Breaker Run Backfill (BO 3-1)	100	CY	\$45.00	\$4,500.00	\$35.00	\$3,500.00	\$56.00	\$5,600.00
13	Barrier Curb	30	LF	\$35.00	\$1,050.00	\$55.00	\$1,650.00	\$45.00	\$1,350.00
14	Epoxy Coated, Deformed Bars 1/2" x 18"	50	EA	\$0.50	\$25.00	\$1.00	\$50.00	\$3.00	\$150.00
15	Epoxy Coated, Deformed Bars 3/4" x 18"	10000	EA	\$0.10	\$1,000.00	\$2.00	\$20,000.00	\$9.75	\$97,500.00
16	Epoxy Coated, Bars 1" x 18"	200	EA	\$8.00	\$1,600.00	\$3.00	\$600.00	\$5.50	\$1,100.00
17	Epoxy Coated, Bars 1 1/4" x 18"	50	EA	\$0.50	\$25.00	\$3.00	\$150.00	\$5.50	\$275.00
18	Epoxy Coated, Bars 1 1/2" x 18"	100	EA	\$9.00	\$900.00	\$9.00	\$900.00	\$8.50	\$850.00
19	5 Hour PCC	900	SY	\$5.00	\$4,500.00	\$5.00	\$4,500.00	\$12.00	\$10,800.00
20	PCC Driveway Pavement, Remove & Replace	60	SY	\$57.00	\$3,420.00	\$65.00	\$3,900.00	\$78.00	\$4,680.00
21	PCC Sidewalk, 4", Remove & Replace	3000	SF	\$4.25	\$12,750.00	\$5.00	\$15,000.00	\$7.00	\$21,000.00
22	PCC Pavement, Textured, Colored, 8" Special	300	SY	\$150.00	\$45,000.00	\$150.00	\$45,000.00	\$147.00	\$44,100.00
23	Inlet to be Adjusted	10	EA	\$250.00	\$2,500.00	\$225.00	\$2,250.00	\$125.00	\$1,250.00
24	Manhole to be Adjusted	50	EA	\$200.00	\$10,000.00	\$195.00	\$9,750.00	\$240.00	\$12,000.00
25	Manhole to be Adjusted w/New Frame and Lid	5	EA	\$450.00	\$2,250.00	\$500.00	\$2,500.00	\$600.00	\$3,000.00
26	Catch Basin to be Adjusted w/New Frame and Grate	6	EA	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$615.00	\$3,690.00
27	Curb Removal	125	LF	\$15.00	\$1,875.00	\$15.00	\$1,875.00	\$17.00	\$2,125.00

				Walter D. Laud, Inc.		G.M. Sipes Construction, Inc.		Treiber Construction Company, Inc.	
28	Concrete Curb & Gutter, Remove & Replace	100	LF	\$28.00	\$2,800.00	\$40.00	\$4,000.00	\$36.00	\$3,600.00
29	Inlet Removal	6	EA	\$1.00	\$6.00	\$50.00	\$300.00	\$1.00	\$6.00
30	Catch Basin Single	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,600.00	\$5,200.00
31	Catch Basin Double	2	EA	\$1,800.00	\$3,600.00	\$1,750.00	\$3,500.00	\$3,350.00	\$6,700.00
32	Detectable Surface	200	SF	\$30.00	\$6,000.00	\$25.00	\$5,000.00	\$57.00	\$11,400.00
33	Hot Mix Asphalt Patch, 3"	700	SY	\$35.00	\$24,500.00	\$42.00	\$29,400.00	\$45.00	\$31,500.00
TOTAL:					\$1,244,841.00		\$1,291,675.00		\$1,316,026.00

				Centennial Contractors of the Quad Cities, Inc.		Langman Construction, Inc.		Valley Construction Company	
ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Class B Patch, Type 1	50	SY	\$146.00	\$7,300.00	\$140.000	\$7,000.00	\$142.50	\$7,125.00
2	Class B Patch, Type 2	950	SY	\$100.00	\$95,000.00	\$100.00	\$95,000.00	\$99.50	\$94,525.00
3	Class B Patch, Type 3	1000	SY	\$95.00	\$95,000.00	\$95.00	\$95,000.00	\$94.75	\$94,750.00
4	Class B Patch, Type 4	9500	SY	\$77.00	\$731,500.00	\$90.00	\$855,000.00	\$84.50	\$802,750.00
5	Class B Patch, Type 1 with Hot Mix Asphalt	20	SY	\$175.00	\$3,500.00	\$145.00	\$2,900.00	\$185.00	\$3,700.00
6	Class B Patch, Type 2 with Hot Mix Asphalt	80	SY	\$125.00	\$10,000.00	\$105.00	\$8,400.00	\$145.00	\$11,600.00
7	Class B Patch, Type 3 with Hot Mix Asphalt	80	SY	\$120.00	\$9,600.00	\$100.00	\$8,000.00	\$145.00	\$11,600.00
8	Class B Patch, Type 4 with Hot Mix Asphalt	900	SY	\$105.00	\$94,500.00	\$95.00	\$85,500.00	\$125.50	\$112,950.00
9	Brick Pavement Patching	400	SY	\$118.00	\$47,200.00	\$110.00	\$44,000.00	\$95.50	\$38,200.00
10	Supply New Pavers	4000	EA	\$0.80	\$3,200.00	\$0.25	\$1,000.00	\$2.00	\$8,000.00
11	Aggregate Base Course, Type B, 6"	7000	SY	\$5.00	\$35,000.00	\$3.00	\$21,000.00	\$8.60	\$60,200.00
12	Breaker Run Backfill (BO 3-1)	100	CY	\$50.00	\$5,000.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00
13	Barrier Curb	30	LF	\$30.00	\$900.00	\$30.00	\$900.00	\$38.50	\$1,155.00
14	Epoxy Coated, Deformed Bars 1/2" x 18"	50	EA	\$5.50	\$275.00	\$0.001	\$0.05	\$10.25	\$512.50
15	Epoxy Coated, Deformed Bars 3/4" x 18"	10000	EA	\$5.50	\$55,000.00	\$0.001	\$10.00	\$10.50	\$105,000.00
16	Epoxy Coated, Bars 1" x 18"	200	EA	\$8.00	\$1,600.00	\$0.001	\$0.20	\$12.50	\$2,500.00
17	Epoxy Coated, Bars 1 1/4" x 18"	50	EA	\$9.00	\$450.00	\$0.001	\$0.05	\$14.50	\$725.00
18	Epoxy Coated, Bars 1 1/2" x 18"	100	EA	\$10.00	\$1,000.00	\$0.001	\$0.10	\$15.00	\$1,500.00
19	5 Hour PCC	900	SY	\$7.00	\$6,300.00	\$5.00	\$4,500.00	\$12.00	\$10,800.00

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

20	PCC Driveway Pavement, Remove & Replace	60	SY	\$60.00	\$3,600.00	\$60.00	\$3,600.00	\$73.90	\$4,434.00
21	PCC Sidewalk, 4", Remove & Replace	3000	SF	\$6.00	\$18,000.00	\$5.00	\$15,000.00	\$6.50	\$19,500.00
22	PCC Pavement, Textured, Colored, 8" Special	300	SY	\$108.00	\$32,400.00	\$90.00	\$27,000.00	\$18.50	\$5,550.00
23	Inlet to be Adjusted	10	EA	\$250.00	\$2,500.00	\$200.00	\$2,000.00	\$365.00	\$3,650.00
24	Manhole to be Adjusted	50	EA	\$200.00	\$10,000.00	\$100.00	\$5,000.00	\$550.00	\$27,500.00
25	Manhole to be Adjusted w/New Frame and Lid	5	EA	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$825.00	\$4,125.00
26	Catch Basin to be Adjusted w/New Frame and Grate	6	EA	\$700.00	\$4,200.00	\$500.00	\$3,000.00	\$825.00	\$4,950.00
27	Curb Removal	125	LF	\$15.00	\$1,875.00	\$10.00	\$1,250.00	\$35.00	\$4,375.00
28	Concrete Curb & Gutter, Remove & Replace	100	LF	\$40.00	\$4,000.00	\$30.00	\$3,000.00	\$38.50	\$3,850.00
29	Inlet Removal	6	EA	\$400.00	\$2,400.00	\$100.00	\$600.00	\$500.00	\$3,000.00
30	Catch Basin Single	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00	\$2,450.00	\$4,900.00
31	Catch Basin Double	2	EA	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,950.00	\$5,900.00
32	Detectable Surface	200	SF	\$29.00	\$5,800.00	\$25.00	\$5,000.00	\$39.50	\$7,900.00
33	Hot Mix Asphalt Patch, 3"	700	SY	\$37.00	\$25,900.00	\$30.00	\$21,000.00	\$41.50	\$29,050.00
	TOTAL:				\$1,322,500.00		\$1,325,760.40		\$1,498,776.50

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	Walter D. Laud, Inc.		Centennial Contractors of the Quad Cities, Inc.		Langman Construction, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Alley Catch Basin	2	EA	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00
2	Catch Basin Single	13	EA	\$3,100.00	\$40,300.00	\$3,000.00	\$39,000.00	\$3,370.00	\$43,810.00
3	Catch Basin Double	4	EA	\$3,400.00	\$13,600.00	\$3,600.00	\$14,400.00	\$3,750.00	\$15,000.00
4	Catch Basin Triple	1	EA	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00
5	Extra Depth Catch Basin Single	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
6	Extra Depth Catch Basin Double	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
7	Extra Depth Catch Basin Triple	10	LF	\$0.01	\$0.10	\$0.01	\$0.10	\$0.01	\$0.10
8	Inlet to be Removed	24	EA	\$1,000.00	\$24,000.00	\$800.00	\$19,200.00	\$900.00	\$21,600.00
9	Inlet to be Adjusted	11	EA	\$800.00	\$8,800.00	\$800.00	\$8,800.00	\$500.00	\$5,500.00
10	Inlet to be Adjusted w/New Frame and Grate	2	EA	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$900.00	\$1,800.00
11	Inlet Special Lid to be Replaced	3	EA	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00	\$900.00	\$2,700.00
12	Class B patch	45	SY	\$85.00	\$3,825.00	\$90.00	\$4,050.00	\$125.00	\$5,625.00
13	Class B Patch with HMA Surface	10	SY	\$115.00	\$1,150.00	\$115.00	\$1,150.00	\$150.00	\$1,500.00
14	5 Hour PCC	20	SY	\$10.00	\$200.00	\$10.00	\$200.00	\$10.00	\$200.00
15	PCC Sidewalk, 4"	120	SF	\$6.00	\$720.00	\$7.00	\$840.00	\$5.00	\$600.00
16	Exposed Aggregate Sidewalk Special	30	SF	\$10.00	\$300.00	\$10.00	\$300.00	\$6.00	\$180.00
17	Sidewalk Removal	150	SF	\$2.00	\$300.00	\$1.00	\$150.00	\$0.50	\$75.00
18	Manhole to be Adjusted	2	EA	\$500.00	\$1,000.00	\$400.00	\$800.00	\$300.00	\$600.00
19	Traffic Control Complete	1	LS	\$100.00	\$100.00	\$600.00	\$600.00	\$500.00	\$500.00
20	Cast Iron Detectable Warning Surface	16	SF	\$25.00	\$400.00	\$40.00	\$640.00	\$20.00	\$320.00
21	Hot Mix Asphalt Surface Course	10	TON	\$90.00	\$900.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00
22	Aggregate Base	20	CY	\$10.00	\$200.00	\$30.00	\$600.00	\$30.00	\$600.00
	TOTAL				\$103,695.30		\$105,430.30		\$105,610.30

Valley Construction

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT				
1	Alley Catch Basin	2	EA	\$3,200.00	\$6,400.00				
2	Catch Basin Single	13	EA	\$3,200.00	\$41,600.00				
3	Catch Basin Double	4	EA	\$3,750.00	\$15,000.00				
4	Catch Basin Triple	1	EA	\$3,950.00	\$3,950.00				
5	Extra Depth Catch Basin Single	10	LF	\$20.00	\$200.00				
6	Extra Depth Catch Basin Double	10	LF	\$20.00	\$200.00				
7	Extra Depth Catch Basin Triple	10	LF	\$20.00	\$200.00				
8	Inlet to be Removed	24	EA	\$700.00	\$16,800.00				
9	Inlet to be Adjusted	11	EA	\$675.00	\$7,425.00				
10	Inlet to be Adjusted w/New Frame and Grate	2	EA	\$750.00	\$1,500.00				
11	Inlet Special Lid to be Replaced	3	EA	\$1,590.00	\$4,770.00				
12	Class B patch	45	SY	\$145.00	\$6,525.00				
13	Class B Patch with HMA Surface	10	SY	\$200.00	\$2,000.00				
14	5 Hour PCC	20	SY	\$15.00	\$300.00				
15	PCC Sidewalk, 4"	120	SF	\$10.90	\$1,308.00				
16	Exposed Aggregate Sidewalk Special	30	SF	\$21.50	\$645.00				
17	Sidewalk Removal	150	SF	\$2.50	\$375.00				
18	Manhole to be Adjusted	2	EA	\$650.00	\$1,300.00				
19	Traffic Control Complete	1	LS	\$4,150.00	\$4,150.00				
20	Cast Iron Detectable Warning Surface	16	SF	\$34.90	\$558.40				
21	Hot Mix Asphalt Surface Course	10	TON	\$195.00	\$1,950.00				
22	Aggregate Base	20	CY	\$32.00	\$640.00				
	TOTAL				\$117,796.40				

Centennial Contractors of the
 Quad Cities, Inc.

Walter D. Laud, Inc.

CPI of the Midwest, Inc.

ITEM NO.	ITEM	APPROX QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	PCC Sidewalk, 4"	12000	SF	\$7.50	\$90,000.00	\$10.00	\$120,000.00	\$7.89	\$94,680.00
2	Curb Removal	50	LF	\$15.00	\$750.00	\$25.00	\$1,250.00	\$21.00	\$1,050.00
3	Exposed Aggregate 4" Sidewalk	550	SF	\$9.00	\$4,950.00	\$12.00	\$6,600.00	\$10.00	\$5,500.00
4	Domestic Water Service Box to be Adjusted	3	EA	\$75.00	\$225.00	\$130.00	\$390.00	\$140.00	\$420.00
5	Manhole to be Adjusted	3	EA	\$200.00	\$600.00	\$500.00	\$1,500.00	\$200.00	\$600.00
6	Valve Box to be Adjusted	3	EA	\$100.00	\$300.00	\$200.00	\$600.00	\$105.00	\$315.00
7	Aggregate Base	50	CF	\$5.00	\$250.00	\$3.75	\$187.50	\$4.85	\$242.50
8	PCC Driveway Pavement	110	SF	\$10.00	\$1,100.00	\$12.00	\$1,320.00	\$10.05	\$1,105.50
9	Hot Mix Asphalt Surface Course	12	TON	\$180.00	\$2,160.00	\$250.00	\$3,000.00	\$230.00	\$2,760.00
10	Cast Iron Detectable Warning Surface	40	SF	\$40.00	\$1,600.00	\$60.00	\$2,400.00	\$40.00	\$1,600.00
11	Concrete Curb & Gutter Remove & Replacement	40	LF	\$45.00	\$1,800.00	\$60.00	\$2,400.00	\$55.00	\$2,200.00
	TOTAL				\$103,735.00		\$139,647.50		\$110,473.00

City of Moline Project
1127

TAX PARCEL NO. 07-1196

DEED OF DEDICATION

The Grantor, Deborah H. Bracke, as Trustee of the Deborah H. Bracke Revocable Trust Dated October 6, 1993, hereby grants, conveys, warrants and dedicates to the Grantee, **THE CITY OF MOLINE, ILLINOIS**, a municipal corporation organized under the laws of the State of Illinois and situated in Rock Island County, Illinois, the following described real estate:

LEGAL DESCRIPTION AND PLAT ATTACHED

Situated in the County of Rock Island, State of Illinois. Said conveyance and dedication are subject to the following encumbrances, reservations, conditions and restrictions:

FOR: UTILITY EASEMENT

Said real estate is conveyed and dedicated to and accepted by the Mayor of the City of Moline, Illinois, for and on behalf of said City, pursuant to authority vested in him by Resolution No. _____.

Dated this _____ day of _____, 2012.

GRANTOR(S):

ACCEPTED BY THE CITY OF MOLINE

Deborah H. Bracke

By: _____

Deborah H. Bracke, as Trustee of the
Deborah H. Bracke Revocable Trust
Dated October 6, 1993

Donald P. Welvaert, Mayor

Attest: _____

City Clerk

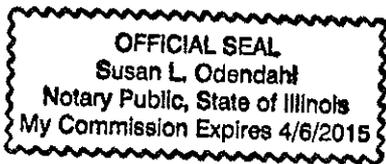
Approved as to form:

Maureen Riggs, City Attorney

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

I, SUSAN L. ODENDAHL, the undersigned, a Notary Public, in and for said County and State, aforesaid, DO HEREBY CERTIFY that Deborah H. Bracke, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this 17 day of JANUARY, 2012, in person and acknowledged that they signed, and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of January, A.D. 2012.



Susan L. Odendahl
NOTARY PUBLIC

(Seal)

"Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act."

1/17/12 Deborah H Bracke
Date Grantor, Grantee or Representative

Utility Easement Description

Part of Lots 19 and 20 in Forrest Hill 4th Addition and part of the south 11 rods of the Northeast Quarter of the Northeast Quarter of Section 4, Township 17 North, Range 1 West of the 4th Principal Meridian, City of Moline, Rock Island County, Illinois described as follows:

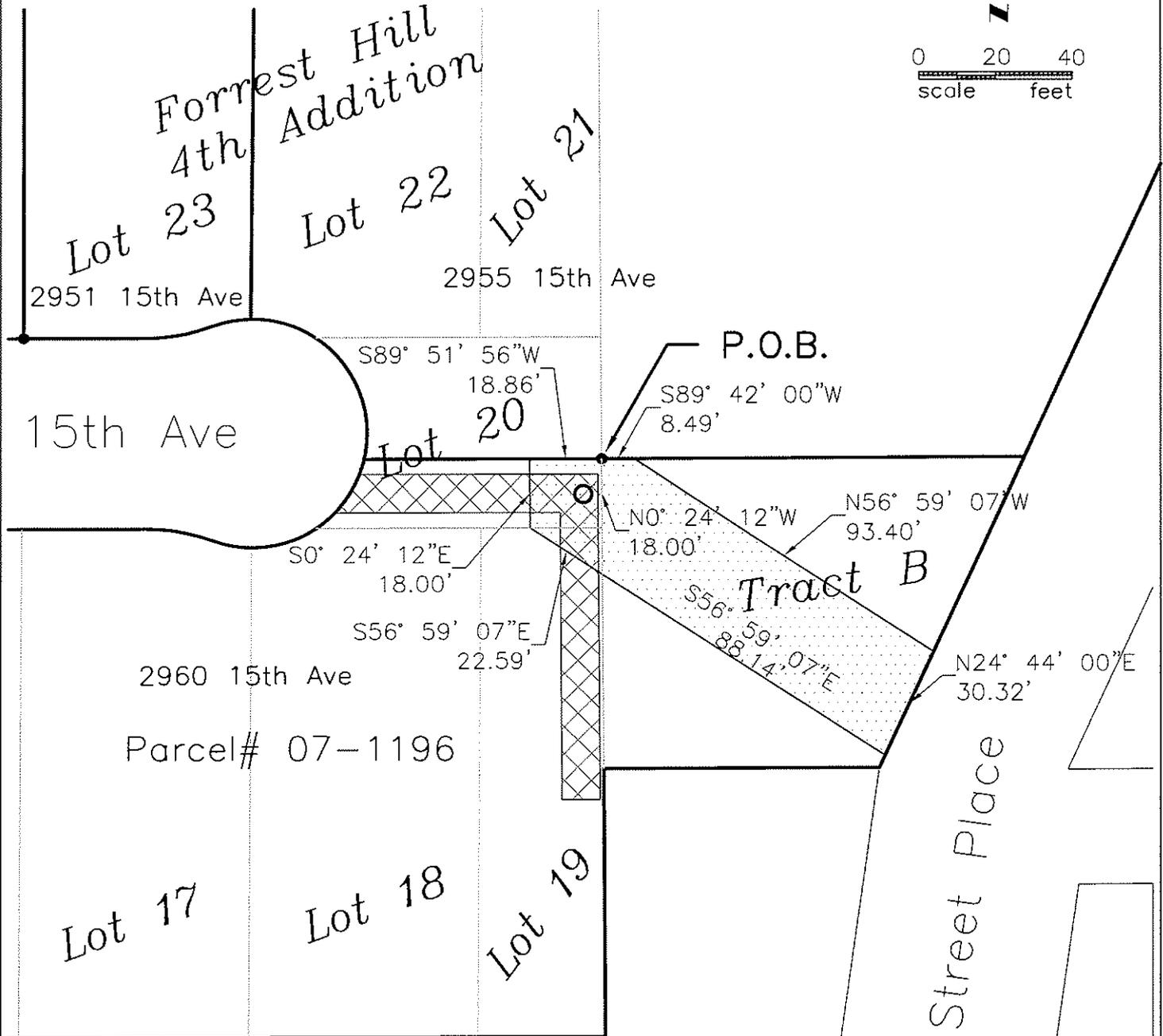
Commencing at the southeast corner of Lot 20 in Forrest Hill 4th Addition, thence North 00 degrees 24 minutes 12 seconds West, 18.00 feet on the east line of said Lot 20 to the **Point of Beginning**; thence South 89 degrees 51 minutes 56 seconds West, 18.86 feet; thence South 00 degrees 24 minutes 12 seconds East, 18.00 feet to the north line of Lot 19 in said Forrest Hill 4th Addition; thence South 56 degrees 59 minutes 07 seconds East, 22.59 feet to the east line of said Lot 19; thence continuing South 56 degrees 59 minutes 07 seconds East, 88.14 feet to the west right of way line of 31st Street Place as described and recorded in Book 213 of Deeds Page 478; thence North 24 degrees 44 minutes 00 seconds East, 30.32 feet on said west right of way line; thence North 56 degrees 59 minutes 07 seconds West, 93.40 feet to the north line of Tract "B" as shown on a Plat of Survey included in a Warranty Deed recorded in Record Book 552 Page 187; thence South 89 degrees 42 minutes 00 seconds West, 8.49 feet on said north line to the point of beginning.

UTILITY EASEMENT ACQUISITION PLAT

Part of Lots 19 & 20 in Forrest Hill 4th Addition and part of the south 11 rods of the NE1/4 of the NE1/4 of Sec.4, Twp.17N, R.1W of the 4th P.M., City of Moline, Rock Island County, Illinois

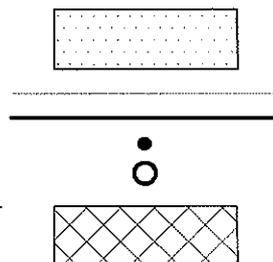


0 20 40
scale feet



LEGEND

- PROPOSED UTILITY EASEMENT
- LOT LINE
- PARCEL BOUNDARY
- FOUND CAPPED IRON ROD
- EXISTING SANITARY MANHOLE
- EXISTING WATER & SEWER ESMT



BASIS OF BEARINGS IS ASSUMED

SHEET 1 OF 2

PREPARED BY

CITY OF

CITY OF MOLINE, IL

ENGINEERING DIVISION- 3635 4TH AVE



	Total	Notes	Bid Date	Construction
2012				
Debt Service	3,806,000			
Temporary Technical Assist	111,000			
Project Design / Inspection	250,000	3 Eng Techs		
<u>Maintenance Projects</u>				
Pavement Marking	100,000		2/14	April - June
Joint Sealing	75,000		Rock Island	September
Seal Coat	100,000		Rock Island	August - October
Sidewalk 75/25	80,000		1/31	May - October
Patching Program	1,330,000		1/31	April - November
Retaining Wall Replacement	50,000	3503 12th Ave	2/28	September
MUTCD Signage	50,000		N/A	
Mud Jacking	50,000	36th Ave Ct, East of 53rd St	April	September
<u>Street Projects</u>				
<u>Asphalt Overlays</u>				
46th Ave Ct, West of 51st Street	36,000	Heritage	3/13	May - July
53rd St, JDR - 47th Avenue	153,000	Heritage	3/13	May - July
47th Ave, 48th - 53rd Streets	127,000	Heritage	3/13	May - July
51st St, 44th - 47th Avenues	40,000	Heritage	3/13	May - July
<u>Concrete Reconstructions</u>				
Alley Reconstruction	115,000	W of 53rd St, 11th - 11th St A	2/28	August - October
Alley Reconstruction	115,000	W of 7th Street, 18th - 18th A	2/28	August - October
Seal Coat Upgrade	282,000	26th Ave, 18th - 18th St A	2/28	June - September
Seal Coat Upgrade	218,500	48th St, JDR - 46th Ave	2/28	June - September
13th St, North of 36th Avenue	336,500	Phase 2	2/14	May - August
32nd Ave, East of 29th Street	212,500	Turner's Addition	2/14	May - August
29th Street, North of 36th Ave	175,000	Turner's Addition	2/14	May - August
5th Ave, 17th - 20th Streets	1,679,270		12/6/11	April - October
16th Street, 12th - 18th Avenues	534,000		12/13/11	June - August
RiverTech Boulevard (WIU)	1,611,000	Federal Earmark	6/15	Sept - October
<u>Traffic Signal Projects</u>				
34th Street & River Drive	125,000			Complete
<u>Water Projects</u>				
17th Street Water Tank Rehab	650,000		3/13	July - August
16th Street Water Replacement			2/14	April - May
"Red" Watermain Replacement			3/20	Sept - November
<u>WPC Projects</u>				
24th Ave, 28th - 30th Streets	260,000	SSO Elimination		October - November
River Drive SSO Elimination	750,000	EPA Mandated		
<u>Stormwater Projects</u>				
Inlet / Catch Basin Replacement	100,000		1/31	May - July
Pipe Lining	20,000		4/3	August
Paint Pump Station	30,000		4/3	August
TGIF Storm Sewer Gate	150,000		3/20	September
Transfer to Reserves	205,500			
Total Expenditures	13,927,270			