



MOLINE CITY COUNCIL AGENDA

Tuesday, January 15, 2013

6:30 p.m.

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

City Hall

Council Chambers – 2nd Floor

619 16th Street

Moline, IL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

| COUNCIL MEMBER | PRESENT | ABSENT |
|----------------|---------|--------|
| Knaack | | |
| Parker | | |
| Raes | | |
| █ | | |
| Turner | | |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Mayor Welvaert | | |

APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of January 8, 2013.

SECOND READING ORDINANCES

1. Council Bill/ Special Ordinance 4001-2013

A Special Ordinance authorizing the Mayor and City Clerk to award certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

EXPLANATION: Treatment chemical bids are solicited annually through the Bi-State Joint Purchasing Council. Staff recommends awarding the contracts to the lowest responsive bidders that meet specifications for each treatment chemical. In the case of anionic polymer, cationic polymer, cationic filter aid, and polyphosphate, staff recommends continued use of water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency.

FISCAL IMPACT: Funds are budgeted in #310-1712-434.06-33, #320-1832-433.06-33 and #320-1833-433.06-33, Chemical Supplies.

PUBLIC NOTICE/RECORDING: N/A

RESOLUTIONS

2. Council Bill/Resolution 1007-2013

A Resolution authorizing the Public Safety Director to accept a quote from RACOM Corporation for the purchase of software upgrades and equipment for the consolidated Moline-East Moline public safety communications center.

EXPLANATION: It has been 15 years since the initial install of the consoles and radios. The radios are past their recommended replacement date and service interruptions have occurred. The radios are also currently housed in an area that has no air conditioning or heat, and the temperature extremes contribute to their deterioration. RACOM, the sole service and equipment provider for the radio system utilized by the municipalities, provided a quote in the amount of \$299,635.11 to replace the equipment, upgrade the software

and relocate the radios to a climate controlled area. Pursuant to the existing agreement between the two municipalities, Moline is responsible for 60 percent of the cost (\$179,781.07) and East Moline 40 percent (\$119,854.04). RACOM will invoice each agency separately for their share of the cost.

FISCAL IMPACT: Moline share \$179,781.07; budgeted item in 2013 budget, 010-0920-421.07-50.

PUBLIC NOTICE/RECORDING: N/A

3. Council Bill/Resolution 1008-2013

A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2013 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and amplified sound during 2013 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street landing Plaza; 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays and Parking Lot U; and; amplified sound during 2012 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

EXPLANATION: This resolution seeks to streamline the Special Events procedure and provide efficient customer service. Each individual street closure and highway permit will continue to be presented to the Council for approval. Security issues, traffic detail, insurance requirements, and all essential licenses will continue to be reviewed and approved by the Special Events Committee.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

OMNIBUS VOTE

ITEMS NOT ON CONSENT

FIRST READING ORDINANCES

| OMNIBUS VOTE | | |
|----------------|-----|-----|
| Council Member | Aye | Nay |
| Schoonmaker | | |
| Liddell | | |
| Acri | | |
| Knaack | | |
| Parker | | |
| Raes | | |
| | | |
| Turner | | |
| Mayor Welvaert | | |

4. Council Bill/ Special Ordinance 4002-2013

A Special Ordinance granting the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2013 Special Event approved applications.

EXPLANATION: State statute requires a municipality to authorize catering of food and alcohol at events that take place on municipal property. In an effort to streamline the coordination of special events, and to provide efficient customer service, staff requests this approval for 2013 Special Event approved applications. Staff will continue to approve security issues, traffic detail, insurance requirements, and all essential licenses. Additionally, permission from the Local Liquor Control Commissioner must also be sought to serve alcohol on these premises.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

5. Council Bill/ Special Ordinance 4003-2013

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 26, 2013.

EXPLANATION: Bier Stube is holding this annual outdoor event.

FISCAL IMPACT: N/A

PUBLIC NOTICE/RECORDING: N/A

6. Council Bill/ Special Ordinance 4004-2013

A Special Ordinance requesting the County Clerk to not extend 2012 taxes for payment of all principal and interest on City of Moline General Obligation Corporate Purpose Bonds.

EXPLANATION: Annually, the City of Moline instructs the County Clerk not to extend property taxes Principal and interest on all City General Obligation Bonds are paid from other revenue sources. The 2012 abatement ordinance must be filed with the County Clerk by the last day of January 2013.

FISCAL IMPACT: This ordinance must be passed and filed or the County Clerk will extend additional property taxes for 2012 collectible 2013 tax bills.

PUBLIC NOTICE/RECORDING: Ordinance will be filed with the County Clerk

7. Council Bill/ Special Ordinance 4005-2013

A Special Ordinance authorizing the Mayor and City Clerk to execute a Lease Agreement with Berglund Flats, LLC (1321 5th Avenue, Moline, IL) to allow installation of a transformer on a portion of City-owned property at Lot T, 411 14th Street (RICO Parcel 08-5531).

EXPLANATION: The Berglund Flats project (1321 5th Avenue) electrical system will require an upgrade based on the number of apartments planned for the building. A transformer must be built and located somewhere off of the property, as the building is already fully built out to the property line. The Developer is asking to enter into a long term land lease with the City to place the transformer on two parking spaces in Lot “T.” The transformer would have to be located on the southwesternmost corner of the parking lot.

CONSIDERATION IS REQUESTED.

FISCAL IMPACT: City will receive \$20/month (\$240 annually)

PUBLIC NOTICE/RECORDING: N/A

| Consideration | | | CB 4005 | | |
|----------------|-----|-----|----------------|-----|-----|
| Council Member | Aye | Nay | Council Member | Aye | Nay |
| Schoonmaker | | | Schoonmaker | | |
| Liddell | | | Liddell | | |
| Acri | | | Acri | | |
| Knaack | | | Knaack | | |
| Parker | | | Parker | | |
| Raes | | | Raes | | |
| █ | | | █ | | |
| Turner | | | Turner | | |
| Mayor Welvaert | | | Mayor Welvaert | | |

MISCELLANEOUS BUSINESS

PUBLIC COMMENT

Members of the public are permitted to speak after first stating their name and address.

EXECUTIVE SESSION

Council Bill/Special Ordinance No.: 4001-2013

Sponsor: _____

A SPECIAL ORDINANCE

AWARDING certain contracts for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and authorizing the Mayor and City Clerk to execute the necessary contract documents.

WHEREAS, bids were received for various treatment chemicals through the Bi-State Regional Commission, to be used by the Water Division and Water Pollution Control Division; and

WHEREAS, the Director of Public Works has reviewed the bids and recommends that the contracts be awarded as follows to the lowest responsive bidders meeting the specifications:

1. Anhydrous Ammonia to Tanner Industries, Inc., 735 Davisville Road, Southampton, Pennsylvania 18966. Price \$1,643.20/ton.
2. Chlorine (Liquid) to Brenntag Mid-South, Inc., 4616 S. Enterprise Drive, Bartonville, Illinois 61607. Price \$392.00/ton.
3. Chlorine (Sodium Hypochlorite) to K. A. Steel Chemicals, Inc., 15185 Main Street, Lemont, Illinois 60439. Price \$0.627/gallon.
4. Hydrofluorosilic Acid to Alexander Chemical Corporation, 1901 Butterfield Road, Suite 120, Downers Grove, Illinois 60515. Price \$582.40/ton.
5. Lime to Mississippi Lime Co., 3870 S. Lindbergh Boulevard, Suite 200, St. Louis, Missouri 63127. Price \$164.50/ton.
6. Liquid Carbon Dioxide to Continental Carbonic Products, 3985 East Harrison Avenue, Decatur, Illinois 62526. Price \$68.00/ton.
7. Liquid Ferric Sulfate to Kemira Water Solutions, Inc., 3211 Clinton Parkway Court, Lawrence, Kansas 66047. Price \$216.11/ton.
8. Potassium Permanganate to Marubeni Specialty Chemicals, Inc., 8675 Hidden River Parkway, Tampa, Florida 33637. Price \$4,087.20/ton.; and

WHEREAS, the Director of Public Works recommends continued use of the following water treatment chemicals from the current vendors, until such time as bench, plant and system-wide testing determines that satisfactory performance can be obtained from alternate treatment chemicals procured at a lower cost and until any related Public Water Supply Operating Permit changes have been authorized by the Illinois Environmental Protection Agency:

1. Anionic Polymer to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
2. Cationic Polymer to Ashland Specialty Chemical, 1500 Pincroft Road, Suite 300, Greensboro, North Carolina 27407.
3. Cationic Filter Aid to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.
4. Sodium Polyphosphate to Pristine Water Solutions, 1570 S. Lakeside Drive, Waukegan, Illinois 60085.

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

Section 1. That contracts be awarded for treatment chemicals to be used by the Department of Public Works for the calendar year 2013 and that the Mayor and City Clerk are hereby authorized and directed to execute the necessary contracts; provided said contracts are substantially similar in form and content to group Exhibit "A" attached hereto and incorporated herein by this reference thereto and have been approved as to form by the City Attorney.

Section 2. That this Special Ordinance shall not constitute a repeal of any ordinance with which it may conflict, but shall be considered a temporary variance from said conflicting ordinance.

Section 3. That this ordinance shall be in full force and effect from and after passage and approval; and, if required by law, published in the manner provided by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Water Treatment Chemicals with Awarded Vendors – October 29, 2012 - Bid opening

Awarded vendors are in bold/yellow.

| SUPPLIER | COST PER UNIT | TOTAL |
|--|---|---------------------|
| 1. Aluminum Sulfate (Alum) - Bulk tank truck | | |
| USALCO-Michigan City Plant, LLC | \$469.57/dry ton | \$657,398.00 |
| General Chemical Performance Products | \$548.00/dry ton | \$767,200.00 |
| 2. Anhydrous Ammonia - Bulk tank truck | | |
| Tanner Industries, Inc. | \$0.79/lb. | \$65,570.00 |
| 3. Anthracite Filter Coal - 1 ton bulk sacks on flatbed truck | | |
| Carbonite Filter Corporation | \$333.00/ton | \$8,330.00 |
| 4. Anthracite - Crushed, in suitable heavy-duty cloth, paper or polyethylene bags | | |
| Carbonite Filter Corporation | \$0.182/lb. | \$4,732.00 |
| 5. Caustic Soda - bulk tank truck | | |
| K.A. Steel Chemicals, Inc. | \$540.00/dry ton – see notes on minimum load | \$164,700.00 |
| Alexander Chemical Corporation | \$620.00/dry ton | \$189,100.00 |
| Brenntag Mid-South, Inc. | \$620.00/DST | \$189,100.00 |
| Vertex Chemical Corporation | \$630.00 – alternate option: \$590/ton firm; 2013 Q1 with quarterly revision thereafter | \$192,150.00 |
| Rowell Chemical Corporation | \$700.00/dry ton | \$213,500.00 |
| 6. Activated Carbon - bulk truck in loads of 30,000 pounds | | |
| Norit Americas, Inc. | \$0.565/lb. – Hydrodarco W. | \$67,800.00 |
| Thatcher Company of Montana | \$0.594/lb. | \$71,280.00 |
| F2 Industries, LLC | \$0.623/lb. | \$74,760.00 |
| Jacobi Carbons, Inc. | \$0.747/lb. | \$89,640.00 |
| Standard Purification | \$0.76/lb. – no less than 25,000 lbs. | \$91,200.00 |
| Calgon Carbon Corporation | \$1.30/lb. | \$156,000.00 |
| 7. Activated Carbon - 50 lb. bags palletized and plastic wrapped for fork lift | | |
| F2 Industries, LLC | \$0.524/lb. – PaCarb+700 | \$31,440.00 |
| Thatcher Company of Montana | \$1,098.00/ton | \$32,940.00 |
| Norit Americas, Inc. | \$1,220.00/ton – Hydrodarco W. | \$36,600.00 |
| Jacobi Carbons, Inc. | \$1,354.00/ton | \$40,620.00 |
| Standard Purification | \$0.70/lb. – no less than 25,000 lbs. | \$42,000.00 |
| Prominent Systems, Inc. | \$1,540.00/ton | \$46,200.00 |
| Calgon Carbon Corporation | \$2,600.00/ton | \$78,000.00 |

| | | |
|--|--|---------------------|
| 8. Activated Carbon - bulk truck loads not to exceed 20,000 lbs. | | |
| Norit Americas, Inc. | \$0.625/lb. – Hydrodarco W. (See note from City of Moline on pg 4.) | \$93,750.00 |
| Standard Purification | \$0.84/lb. – no less than 20,000 lbs. | \$126,000.00 |
| Calgon Carbon Corporation | \$1.35/lb. | \$202,500.00 |
| 9. Chlorine (Gas) 150 lb. Cylinders | | |
| Alexander Chemical Corporation | \$47.50/150 lb. cylinder | \$14,155.00 |
| Brenntag Mid-South, Inc. | \$0.378 – no sales to East Moline Pool | \$16,896.00 |
| Viking Chemical Corporation | \$.3976/lb. – no sales to East Moline | \$17,772.72 |
| Hawkins, Inc. | \$0.42/lb. | \$18,774.00 |
| 10. Chlorine (Sodium Hypochlorite 15%) – 4,500 gallon loads | | |
| K.A. Steel Chemicals, Inc. | \$0.627/gallon – see notes on minimum load | \$122,265.00 |
| Vertex Chemical Corporation | \$0.72/gallon | \$140,400.00 |
| Alexander Chemical Corporation | \$0.89/gallon | \$173,550.00 |
| Brenntag Mid-South, Inc. | \$0.90/gallon | \$175,500.00 |
| Rowell Chemical Corporation | \$0.90/gallon | \$175,500.00 |
| 11. Chlorine (Liquid) - truck load lots varying from 2 to 6 one-ton cylinders | | |
| Brenntag Mid-South, Inc. | \$392.00/ton | \$59,192.00 |
| Alexander Chemical Corporation | \$399.00/ton | \$60,249.00 |
| 12. Citric Acid - lots of 5-10, 100 lb. bags | | |
| Viking Chemical Corporation | \$1.04/lb. – 50 lb. bag | \$2,704.00 |
| Harcros Chemicals, Inc. | \$1.06/lb. – 50 lb. bag | \$2,756.00 |
| Brenntag Mid-South, Inc. | \$1.16/lb. | \$3,016.00 |
| Interstate Chemical Company | \$1.20/lb. | \$3,120.00 |
| 13. Copper Sulfate - lots of 20-30, 50 lb. bags | | |
| BioSafe Systems | \$1.34/lb. – GreenClear Pro | \$8,174.00 |
| Harcros Chemicals, Inc. | \$1.65/lb. | \$10,065.00 |
| Chemrite, Inc. | \$1.79/lb. | \$10,919.00 |
| Brenntag Mid-South, Inc. | \$2.23/lb. | \$13,603.00 |
| Interstate Chemical Company | \$3.30/lb. | \$20,130.00 |
| 14. Hydrofluosilicic Acid - bulk tank truck | | |
| Hawkins, Inc. | \$0.38 – East Moline only | \$28,500.00 |
| Viking Chemical Corporation | \$0.39/lb. – East Moline only | \$29,250.00 |
| Alexander Chemical Corporation | \$0.28/lb. | \$66,500.00 |

| | | |
|--|---|---------------------|
| 14. Hydrofluosilicic Acid – bulk tank truck continued | | |
| Pennco, Inc. | \$0.304 – full truckload orders only – approx 45,000 lbs. | \$72,200.00 |
| Key Chemical, Inc. | \$609.60/ton or \$0.3048/lb. | \$72,390.00 |
| 15. Hydrofluosilicic Acid - 15 gallon buckets | | |
| Brenntag Mid-South, Inc. | \$4.32/gallon | \$3,175.20 |
| Hawkins, Inc. | \$4.50/gallon | \$3,307.50 |
| Viking Chemical Corporation | \$5.00/gallon | \$3,675.00 |
| Harcros Chemicals, Inc. | \$5.80/gallon | \$4,263.00 |
| Interstate Chemical Company | \$6.114/gallon | \$4,680.00 |
| 16. Lime - bulk trucks of 50,000 pound loads | | |
| Mississippi Lime Company | \$164.50/ton | \$156,275.00 |
| Carmeuse Lime, Inc. | \$0.87615 - \$175.23/dry ton – 24 ton minimum | \$166,468.50 |
| Lhoist North America of Missouri, Inc. | \$211.50 – additional fuel surcharge based on rate at time of shipment applies. Material per attached spec sheet. | \$200,925.00 |
| 17. Liquid Carbon Dioxide – Tank Supply | | |
| Continental Carbonic Products, Inc. | \$0.034 (\$68.00/ton) – subject to a 20 ton minimum. See additional information on the bottom of page 1 of bid form. | \$12,750.00 |
| Linde, LLC | \$0.0375/lb. – firm price | \$14,062.50 |
| 18. Liquid Ferric Sulfate 18%+++ - bulk tank truck, 4,500 gallon loads | | |
| Kemira Water Solutions, Inc. | \$0.1039 | \$29,611.50 |
| General Chemical Performance Products, LLC | \$0.1149 | \$32,746.50 |
| 19. Magnesium Bisulfite - lots of approximately four to eight - 30 gallon plastic drums | | |
| Brenntag Mid-South, Inc. | \$0.36 | \$5,400.00 |
| 20. Potassium Permanganate - lots of ten -110 lb. (50Kg) drums | | |
| Marubeni Specialty Chemicals, Inc. | \$1.965/lb. / \$108.075/55 gallon drum | \$7,270.50 |
| Viking Chemical Corporation | \$1.99/lb. | \$7,363.00 |
| American International Chemical | \$2.15/lb. – can offer 55 gallon drums | \$7,955.00 |
| Brenntag Mid-South, Inc. | \$3.17/lb. | \$11,729.00 |
| Harcros Chemicals, Inc. | \$3.25/lb. | \$12,025.00 |

| 21. Potassium Permanganate – 55lb drum (25Kg pails) with handles | | |
|---|--|--------------------|
| BioSafe Systems | \$1.75/lb. – GCPRO as alternate – 50 lb. pail (Does not meet specs) | \$26,775.00 |
| Marubeni Specialty Chemicals, Inc. | \$1.965/lb. / \$108.075/55 gallon drum | \$30,064.50 |
| Viking Chemical Corporation | \$1.99/lb. | \$30,447.00 |
| F2 Industries, LLC | \$2.19/lb. – Moline \$2.07/lb. – Rock Island K-OX | \$32,067.00 |
| Chemrite, Inc. | \$2.14/lb. | \$32,742.00 |
| American International Chemical | \$2.15/lb. | \$32,895.00 |
| Interstate Chemical Company | \$2.76/lb. | \$42,228.00 |
| Brenntag Mid-South, Inc. | \$3.17/lb. | \$48,501.00 |
| Harcros Chemicals, Inc. | \$3.25/lb. | \$49,725.00 |
| 22. Aqua Mag – 55 gallon drums | | |
| F2 Industries, LLC | \$0.617/lb. LOP-1700 | \$2,321.154 |
| Hawkins, Inc. | \$0.64/lb. – LPC-AM is our trade name, equal to Aqua-Mag | \$2,407.68 |
| Carus Corporation | \$0.66/lb. Aqua-Mag | \$2,482.92 |
| Shannon Chemical Corporation | \$0.777/lb. | \$2,923.07 |
| Brenntag Mid-South, Inc. | \$0.88/lb. | \$3,310.56 |
| 23. Phosphoric Acid – Bulk tank truck | | |
| Prayon, Inc. | \$0.525/lb. | \$23,625.00 |
| F2 Industries, LLC | \$0.539/lb. PA-5800 | \$24,255.00 |
| Carus Corporation | \$0.59/lb. | \$26,550.00 |
| Shannon Chemical Corporation | \$0.593/lb. | \$26,685.00 |
| Interstate Chemical Company | \$0.66/lb. | \$29,700.00 |
| Brenntag Mid-South, Inc. | \$0.67/lb. | \$30,150.00 |
| Harcros Chemicals, Inc. | \$0.67/lb. | \$30,150.00 |

Notes: Item #6 - City of Moline - reserves the right to cancel if the product does not perform adequately or proves to be incompatible with the City's eductor unloading system as outlined in the specifications.

- No Bids**
1. C&S Chemicals
 2. NALCO
 3. Praxair
 4. Solvay Fluorides

Water Chemical Bid Opening – October 29, 2012

Council Bill/Resolution No. 1007-2013

Sponsor: _____

A RESOLUTION

AUTHORIZING the Public Safety Director to accept a quote from RACOM Corporation for the purchase of equipment and software upgrades for the consolidated Moline-East Moline public safety communications center.

WHEREAS, the radios and consoles in the dispatch center were installed 15 years ago and are well past their recommended replacement date, and

WHEREAS, the radios are currently housed in an area that has no air conditioning or heat, and the temperature extremes contribute to their deterioration; and

WHEREAS, RACOM Corporation, the service and equipment provider for the radio system utilized by the municipalities, has provided a quote in the amount of \$299,635.11 to replace the equipment, upgrade the software and relocate the radios to a climate controlled area; and

WHEREAS, pursuant to the existing agreement between the two municipalities, Moline will be responsible for 60 percent of the cost (\$179,781.07) and East Moline 40 percent (\$119,854.04); and

WHEREAS, RACOM Corporation will invoice each municipality separately for their share of the purchase; and

WHEREAS, Moline's share of the cost was budgeted in the 2013 police budget; and

WHEREAS, the sole source purchase of the equipment from RACOM Corporation is recommended pursuant to Rule 27-2 and Chapter 27 § 1102, Moline Code of Ordinances.

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

That the Public Safety Director is hereby authorized to accept the quote from RACOM Corporation for the purchase of equipment and software upgrades for the consolidated Moline-East Moline public safety communications center, provided said quote is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

Mayor

January 15, 2013

Date

Passed: January 15, 2013

Approved: January 22, 2013

Attest: _____

City Clerk

Approved as to form:

City Attorney



1515 46th Avenue
 Moline, IL 61265
 Ph: 309-797-7709
 Fax: 309-797-0950
 www.racom.net
 sam.fleege@racom.net
 Cell 563-590-9752

Proposal Prepared for: MOLINE CENTRE DISPATCH
 Address _____
 City MOLINE
 State & Zip Code ILLINOIS
 County ROCK ISLAND
 Phone/FAX _____
 Contact Name NANNETTE ANDERSON
 Contact E-mail _____

ZETRON SERIES 4000 UPGRADE WITH RADIOS

| ITEM | QTY | PART NO. | DESCRIPTION | UNIT | EXTENDED |
|------|-----|---------------|---|-------------|--------------|
| 1 | 4 | 905-0314 | WINDOWS 7 INTERGRATOR RD V5 SOFTWARE WITH PC UPGRADE | \$ 5,575.50 | \$ 22,302.00 |
| | 5 | 950-0467 | CONSOLE INTERFACE CARD FIRMWARE UPGRADE | \$ 360.00 | \$ 1,800.00 |
| | 1 | 950-0189 | AUXIARY I/O CARD FIRMWARE UPGRADE | \$ 360.00 | \$ 360.00 |
| | 6 | 950-0186 | DUAL CHANNEL UNIVERSAL CARD FIRMWARE UPGRADE | \$ 360.00 | \$ 2,160.00 |
| | | | | \$ - | \$ - |
| | 2 | 950-9692 | SYSTEM TRAFFIC CARDS (HAVE TO BE REPLACED FOR UPGRADE | \$ 2,425.00 | \$ 4,850.00 |
| | 4 | 930-0026 | EXTENDED PAGING OPTION | \$ 650.00 | \$ 2,600.00 |
| | 14 | 905-0366 | HARRIS M SERIES RADIO INTERFACE KITS | \$ 2,800.00 | \$ 39,200.00 |
| | 7 | 905-1113 | HARRIS M SERIES DUAL CHANNEL WIRELESS CARD REQUIRED TO INTERFACE M7300 RADIOS | \$ 3,045.00 | \$ 21,315.00 |
| | 3 | 950-1110 | HARRIS INTERFACE MOUNTING KIT 19 INCH RACK MOUNT | \$ 230.00 | \$ 690.00 |
| | 3 | 950-1112 | WIM MOUNTING KET 19 INCH RACK | \$ 45.00 | \$ 135.00 |
| | | | | \$ - | \$ - |
| | 14 | MAMW-SDMXX | 764-870 MHz, HALF DUPLEX, UNENCRYPTED | \$ 1,585.25 | \$ 22,193.50 |
| | 14 | MAMW-PKGPP | FEATURE PKG, P25 TRUNKING & POVOICE TRUNKING (EDACS, P25, ANA) | \$ 2,137.75 | \$ 29,928.50 |
| | 14 | MAMW-NPL5K | FEATURE PROFILE OVER-THE-AIR PERSONALITY PROGRAMMING | \$ 225.25 | \$ 3,153.50 |
| | 14 | MAMW-NCP9G | CONTROL UNIT, CH-721, SCAN, FRONT MOUNT | \$ 582.25 | \$ 8,151.50 |
| | 14 | MAMW-NMC7Z | MICROPHONE, STANDARD, CH 721 CONTROL UNIT | \$ 68.00 | \$ 952.00 |
| | 14 | MAMW-NZN6W | ACCESSORIES, M7300 FRONT MOUNT | \$ 199.75 | \$ 2,796.50 |
| | 14 | MAMW-NPL3R | FEATURE, MAX (1024+) SYSTEMS/GROUPS | \$ - | \$ - |
| | 14 | A3 | SPECIAL PROGRAMMING | \$ 100.00 | \$ 1,400.00 |
| | | | | \$ - | \$ - |
| | 1 | SETUP INSTALL | SETUP AND INSTALL THE EQUIPMENT CHANGE OUT RADIOS RE-ALIGN AND INTERFACE WITH | \$ 9,500.00 | \$ 9,500.00 |
| | | | CONSOLE RADIO IN THE DOWNSTAIRS ROOM FOR THIS QUOTE | \$ - | \$ - |
| | | | | \$ - | \$ - |
| | 4 | MAMW-SDMXX | 764-870 MHz, HALF DUPLEX, UNENCRYPTED | \$ 1,585.25 | \$ 6,341.00 |
| | 4 | MAMW-NPL3R | FEATURE, MAX (1024+) SYSTEMS/GROUPS | \$ - | \$ - |
| | 4 | MAMW-PKGPP | FEATURE PKG, P25 TRUNKING & POVOICE TRUNKING (EDACS, P25, ANA) | \$ 2,137.75 | \$ 8,551.00 |

| | |
|-----------------------|---------------|
| Total Equipment Price | \$ 299,010.11 |
| Installation | \$ - |
| Subtotal | \$ 299,010.11 |
| Taxes | \$ - |
| Shipping | \$ 625.00 |
| Total | \$ 299,635.11 |

Terms of Purchase::\$179, 781.07 DUE FROM CITY OF MOLINE WITH ORDER, \$41,948.92 DUE FROM EAST MOLINE WITH ORDER, ONE YEAR AFTER ORDER \$41,948.92 DUE FROM EAST MOLINE, TWO YEARS AFTER ORDER \$41,948.92 DUE FROM EAST MOLINE, FINANCING CHARGES INCLUDED FOR EAST MOLINE'S PORTION IN THESE TERMS

System Description:QUOTE FOR UPGRADING PCS AND SOFTWARE AT CENTRE, COMPUTERS NEED TO BE REPLACED SOFTWARE NEEDS TO BE UPGRADED TO WINDOW 7 PLATFORM AND FIRMWARE UPGRADED PLUS SYSTEM TRAFFIC CARDS HAVE TO BE REPLACED ALSO RADIOS, WIRELESS CARDS AND OPTIONS FOR THE NEW DIGITAL RADIOS, ALSO INCLUDES MOVING ALL RADIO EQUIPMENT DOWN TO A CLIMATE CONTROLLER AREA, WITH NEW RACKS, PWR DISTRIBUTION, LIGHTING PROTECTION AND GROUNDING, FURNITURE PRICING IS INCLUDED IN THIS QUOTE.

Proposal Presented By: Sam Fleege Senior Manager Technical Support Date: 09-2012

Proposal Accepted By: _____ Date: _____

A RESOLUTION

AUTHORIZING The Mayor and City Clerk to execute Licensing Agreements for 2013 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; and

AUTHORIZING Amplified sound during 2013 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street Landing Plaza; and

AUTHORIZING Amplified sound during 2013 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and no later than 11:00 p.m. Fridays and Saturdays on City Property known as Parking Lot U; and

AUTHORIZING Amplified sound during 2013 approved Special Events to no later than 10:00 p.m. Sundays through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

WHEREAS, it is the desire of staff to streamline the coordination process and provide efficient customer service by approving this procedure.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, Licensing Agreements for 2013 Special Event approved applications for use of the public right-of-way, and on City property known as Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U; provided, however, said Agreements are substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and have been approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2013 approved Special Events to no later than 10:00 p.m. daily on City Property known as Bass Street Landing Plaza.

Council Bill/Resolution No. 1008 -2013

Sponsor: _____

Page 2 of 2

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2013 approved Special Events to no later than 10:00 p.m. Sunday through Thursdays and 11:00 p.m. Fridays and Saturdays on City Property known as Parking Lot U.

BE IT FURTHER RESOLVED that the City Council hereby approves amplified sound during 2013 approved Special Events to no later than 10:00 p.m. Sunday through Thursdays and 12:00 midnight Fridays and Saturdays on City Property known as the Historic Block Courtyard.

CITY OF MOLINE, ILLINOIS

Mayor

January 15, 2013

Date

Passed: January 15, 2013

Approved: January 22, 2013

Attest: _____
City Clerk

Approved as to Form:

City Attorney

LICENSEE: *2013 Special Event*

LICENSING AGREEMENT

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

The LICENSEE is *2013 Special Event* hereinafter called the LICENSEE.

PREMISES: *Public right-of-way or council adopted street closure*

USE: LICENSEE shall be allowed only to: Use a public roadway, other right-of-way, and City property for the festival/parade/race event.

INTEREST LICENSEE acquires only the right to: Use a public roadway, other right-of-way, and City property in conjunction with the *2013 Special Event*.

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

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

*date and time of Council approved street closure or use of
City*

*Property (Bass Street, Historic Block Courtyard, or Parking Lots
J, M, N, P, T, U, W and Y.)*

FEE: The usage charge is waived.

CONDITIONS: LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also naming the CITY as additional insured to protect the CITY from

all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable.** Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ _____, and **shall contain language satisfactory to the City of Moline**, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

CITY OF MOLINE, ILLINOIS:

2013 Special Event Coordinator

By: _____
Mayor

By: _____

Address and Telephone:

Attest: _____
City Clerk

Date: _____

Approved as to Form:

Law Director

Sponsor _____

A SPECIAL ORDINANCE

GRANTING the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2013 Special Event approved applications.

WHEREAS, it is the desire of staff to streamline coordination and provide efficient customer service, for 2013 Special Event applications; and

WHEREAS, Chapter 4, "ALCOHOLIC BEVERAGES," of the Moline Code of Ordinances, Sec. 4-3317, "OPTION III CATERER'S RETAIL," provides for catering, and state statute requires the corporate authorities to grant permission by Ordinance to permit sale and consumption of alcohol on municipal property; and

WHEREAS, the City of Moline has abided by and complied with all applicable local Ordinances; and

WHEREAS, the City of Moline has complied with state statute requirements and is named as an additional insured so as to save harmless the municipality from all financial loss, damage or harm.

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

Section 1: That the Moline City Council hereby grants authority for the catering of food and alcohol on City property known as the Bass Street Landing Plaza, the Historic Block Courtyard, and Parking Lot U, for 2013 Special Event approved applications.

Section 2: That this Ordinance shall constitute a one-time variance with the Moline Code of Ordinances and any other Ordinance or Resolutions with which it may conflict and shall not be considered to repeal, alter or void such Ordinances or Resolutions in conflict herewith.

Section 3: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law, publication, if required, in the manner provided.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Resolution No.: 4003-2013

Sponsor: _____

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Bier Stube Winterfest scheduled for Saturday, January 26, 2013.

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

Section 1 – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, January 26, 2013, from 12 noon to 10:00 p.m.

Alley in the 400 block between 14th and 15th Streets,
the closure to be from the easternmost side of 15th Street to
the west end of Bier Stube Biergarten.

It shall be an offense to use said roadways for vehicular purposes during times herein specified.

Section 2 – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

Section 3 – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to form:

City Attorney

A SPECIAL ORDINANCE

REQUESTING the County Clerk not to extend 2012 taxes for payment of principal and interest for the General Obligation Corporate Purpose Bonds, Series 2003D, Refinancing Civic Center Bonds; General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series, 2004C, TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

WHEREAS, the City Council of the City of Moline, Illinois passed Ordinances authorizing General Obligation Corporate Purpose Bonds, Series 2003D, Refinancing Civic Center Bonds; General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series, 2004C, TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds, Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding, and

WHEREAS, the City expects to receive sufficient revenue from other sources to pay such principal and interest for the General Obligation Corporate Purpose Bonds, Series 2003D, Refinancing Civic Center Bonds; General Obligation Corporate Purpose Bonds, Series 2004A Police & Library Facilities; General Obligation Corporate Purpose Bonds, Series 2004B TIF Projects; General Obligation Corporate Purpose Bonds, Series, 2004C, TIF Projects; General Obligation Corporate Purpose Bonds, Series 2007A, Refunding; General Obligation Corporate Purpose Bonds, Series 2010A, Refunding; General Obligation Corporate Purpose Bonds, Series 2011A, TIF Project; General Obligation Corporate Purpose Bonds, Series 2011B, Refunding; General Obligation Corporate Purpose Bonds, Series 2012A, Refunding; General Obligation Corporate Purpose Bonds, Series 2012B, Moline Place Phase II; General Obligation Corporate Purpose Bonds,

Series 2012C, Refunding; General Obligation Corporate Purpose Bonds, Series 2012D, Refunding; General Obligation Corporate Purpose Bonds, Series 2012E, Refunding; General Obligation Corporate Purpose Bonds, Series 2012F, Refunding; General Obligation Corporate Purpose Bonds, Series 2012G, Refunding; General Obligation Corporate Purpose Bonds, Series 2012H, Refunding; and General Obligation Corporate Purpose Bonds, Series 2012I, Refunding.

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

Section 1. That the City Clerk be, and is hereby authorized to request the County Clerk of Rock Island County, Illinois, not to extend the taxes for 2012 for such principal and interest authorized in and by such ordinances hereinabove specified.

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

CITY OF MOLINE, ILLINOIS

Mayor

Date

Passed: _____

Approved: _____

Attest: _____
City Clerk

Approved as to Form:

City Attorney

Council Bill/Special Ordinance No. 4005-2013

Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute a Lease Agreement with Berglund Flats, LLC (1321 5th Avenue, Moline, IL) to allow installation of a transformer on a portion of City-owned property at Lot T, 411 14th Street (RICO Parcel 08-5531).

WHEREAS, Berglund Flats, LLC desires a Lease Agreement for the purpose of installing a transformer on a portion of Lot T, 411 14th Street, (hereinafter "Premises"), being more particularly described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the City of Moline supports continued residential development in downtown Moline; and

WHEREAS, the installation of the transformer on this City-owned property is required to allow the building at 1321 5th Avenue to have the electrical capacity to serve the desired amount of apartment units.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Lease Agreement with Berglund Flats, LLC (1321 5th Avenue, Moline, IL) to allow installation of a transformer on a portion of City-owned property at Lot T, 411 14th Street (RICO Parcel 08-5531); provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

Mayor

Passed: _____

Date

Approved: _____

Attest: _____

Approved as to Form:

City Attorney

CITY OF MOLINE
LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation (hereinafter "CITY") and BERGLUND FLATS, LLC, (hereinafter collectively "LESSEE") owner of certain real estate located at 1321 5th Avenue, Moline, Illinois and commonly known as Berglund Flats.

In consideration of the mutual covenants and agreements set forth hereinbelow, CITY and LESSEE agree as follows:

SECTION 1: PREMISES

- 1.1 The premises shall consist of property owned by CITY and described in **Exhibit "A"** attached hereto and incorporated herein, more commonly referred to as the two southwestern most parking stalls located in parking Lot T (hereinafter also referred to as "PREMISES").

SECTION 2: TERM OF AGREEMENT

- 2.1 The term of this Agreement (hereinafter "LEASE") shall commence January 1, 2013 and terminate December 31, 2023.
- 2.2 Said LEASE may be renewed by mutual agreement of the parties. LESSEE shall notify CITY in writing of its intent to negotiate a renewal not less than sixty (60) days prior to the expiration of the original lease.
- 2.3 CITY shall have the right to terminate said LEASE at any time during the original or any renewed term by giving one hundred twenty (120) days written notice to Lessee for only the following reasons: 1. failure to perform any of the terms of this LEASE or 2. CITY changes the use of, constructs on, or sells parking Lot T and determines it is necessary to include the PREMISES in the changed use, construction, or sale. If CITY terminates this LEASE due to changed use of, construction on, or sale of parking Lot T, CITY agrees to reasonably assist LESSEE in finding a new location for the electrical transformer. CITY may give said notice without liability to Lessee.

If CITY receives an offer to purchase parking Lot T from a third party buyer, LESSEE shall have a right of first refusal to purchase the PREMISES from CITY for fair market value.

SECTION 3: RENT

- 3.1 Lessee shall pay \$10 per stall per month (Total of \$20/month) as rent. Said rent payment to be paid the first day of each month said LEASE is in effect.

- 3.2 All payments shall be made at the Finance Department, 1630 8th Avenue, Moline, Illinois 61265, or elsewhere as CITY may in writing direct from time to time.

SECTION 4: USE OF THE PREMISES

- 4.1 LESSEE shall use the leased PREMISES for the construction and maintenance of an electrical transformer, placement of a power pose and concrete bollards only, as specifically detailed in Exhibit "B".
- 4.2 LESSEE shall be solely responsible for maintenance of the transformer and associated equipment.
- 4.3 LESSEE'S use of the property shall be limited by the rules and regulations detailed in Exhibit "C"

SECTION 5: ASSIGNMENT AND SUBLETTING

- 5.1 LESSEE shall not assign this lease, nor sublet all or any of the leased premises without the prior written consent of CITY. The consent by CITY to an assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

SECTION 6: CONDITION AND UPKEEP OF PREMISES

- 6.1 LESSEE shall at all times keep PREMISES in good order and condition; damage by unavoidable casualty and ordinary wear and tear are to be expected.
- 6.2 LESSEE shall be responsible for any and all repairs of LESSEE'S Property while located on the PREMISES, regardless of the cause of such damage. LESSEE agrees Owner shall not be liable to LESSEE for any damage done to LESSEE Property, while it is located on the PREMISES, unless caused or contributed to by the willful acts or omissions of Owner, its officers, directors, employees, agents or assigns.

SECTION 7: INDEMNIFICATION

- 7.1 LESSEE shall defend, indemnify and save harmless CITY against and from any and all claim, loss, cost, damage, or expense, including attorneys' fees and costs of investigation and litigation, arising out of any accident or other occurrence on or about the leased premises and which accident or occurrence is caused, directly or indirectly, by an act of willful misconduct or negligence of LESSEE or any of its agents, employees, or officers and shall further indemnify and save CITY harmless against and from any and all claims arising from any breach or default on LESSEE'S part in the performance of any covenant or agreement on the part of LESSEE to be performed pursuant to the terms of this Agreement.

Furthermore, LESSEE shall purchase and keep in force during the full term hereof and provide the CITY an actual Liability Insurance Policy naming CITY as the insured, in the amount not less than \$1,000,000 per occurrence for bodily injury, including death, and \$100,000 per occurrence for property damage, as detailed in Exhibit "D". However, the preceding shall not apply to any loss, cost, damage or expense arising out of the use of the premises by CITY permitted under Section 10.2 of this Agreement; for such occurrences CITY shall be primarily liable.

SECTION 8: HOLDING OVER

8.1 Any holding over after the expiration of the term hereof without the consent of CITY shall be construed to be a tenancy from month to month at 150% of the rent last in effect and shall otherwise be on the terms and conditions herein specified, as far as applicable.

SECTION 9: SUCCESSORS AND ASSIGNS

9.1 All rights and liabilities herein giving to or imposed upon the respective parties hereto shall extend to and bind the several respective successors and assigns of the said parties. No rights, however, shall inure to the benefit assignee of LESSEE unless the assignment to such assignee has been approved by CITY in writing.

SECTION 10: PEACEFUL COEXISTENCE

10.1 Section 4 of this LEASE specified use of the premises by LESSEE.

10.2 CITY reserves general use of the PREMISES, excepting the above.

SECTION 11: NOTICE

11.1 All notices required under the LEASE shall be deemed to be properly served if delivered in writing personally or sent by certified mail as follows:

Chris Mathias
Property Management Coordinator
City of Moline
619 16th Street
Moline, IL 61265

Mark Roemer
Manager
Berglund Flats LLC
1321 5th Avenue
Moline, IL 61265

Copy to:
City Attorney
City of Moline
1616 6th Avenue
Moline, IL 61265

IN WITNESS THEREOF, the parties have hereunto set their hands and seal and have caused these presents to be signed and executed in duplicate.

CITY OF MOLINE, ILLINOIS

BERGLUND FLATS, LLC

BY:

BY:

Mayor, Donald P. Welvaert

Manager, Mark Roemer

Attest:

Attest:

City Clerk

(print name)
(print title)

Approved as to Form:

City Attorney

EXHIBIT "A"

Legal Description for PREMISES:

A portion of Parcel 08-5531 (411 14th Street, Moline, IL) described as follows:

Beginning at the southwest corner of the parking lot located on RICO Parcel 08-5531 and commencing northwest 18 feet more or less to the northern parking stall line of the second stall from the southern edge of said property; thence continuing to the northeast for 19 feet more or less to the northeast edge of said parking stall; thence southeast 18 feet more or less to the southeastern edge of the parking lot; thence 19 feet more or less to the point of beginning.

For informational use only:

Address: 411 14th Street, Moline, Illinois
Parcel No.: 08-5531
PIN: 0832322006