MOLINE COMMITTEE-OF-THE-WHOLE AGENDA & COUNCIL AGENDA

Tuesday, July 7, 2026
6:00 PM
City Hall
Council Chambers - 2nd Floor
619 16th Street
Moline, IL 61265

The meeting will be audio or video recorded and made available to the public, as provided by law, at http://www.moline.il.us/remotecouncil

---

1. **Committee-of-the-Whole Call to Order**

2. **Roll Call**

3. **Remote Electronic Attendance (if necessary)**
   Approval of the remote electronic attendance of certain elected officials.

4. **Public Comment**
   Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

5. **Oath of Office**
   Oath of Office for regular commissioned appointment as Police Officer to Treyvon Lee, effective July 02, 2026. (Darren Gault, Chief of Police)

   Oath of Office for regular commissioned appointment as Police Officer to Alec Michna, effective July 02, 2026. (Darren Gault, Chief of Police)

   Oath of Office for regular commissioned appointment as Police Officer to Gerald Ruddell III, effective June 30, 2026. (Darren Gault, Chief of Police)

6. **Board Appointments**
   Mayor's appointment of Gilbert Peña to the Keep Moline Beautiful Commission to fill the unexpired term of Emily Freymann to expire November 30, 2026.

   Mayor's appointment of Tom Lahl to the Revolving Loan Fund Committee for a 5-year term to expire June 30, 2031.

7. **Presentation**

Letter of Commendation to Sergeant Tyler McLaughlin (Darren Gault, Chief of Police)

Life Saving Awards to Officer Kyle Yeater (Darren Gault, Chief of Police)

8. Questions on the Agenda

9. Committee-of-the-Whole Agenda Items

9.1 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.
Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" in order to secure a 10 percent discount, saving $16,209.

9.2 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement Among the Member Agencies of the Major Crash Assistance Team between local law enforcement agencies.

9.3 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.
Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

9.4 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.
Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

9.5 A Resolution approving Change Order No. 1 and Final with Valley Construction Co. for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53; and approving a Supplemental Resolution for Maintenance under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53.

9.6 A Resolution authorizing the Moline Public Art Commission (MPAC) to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan; and authorizing City staff to do any and all things necessary to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

9.7 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.
Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent," due to a potential real estate closing in mid-July 2026.

9.8 A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a subsequent sale by Pretasky to a third party, allowing for seasonally optimal reinvestment and activation in 2026.

9.9 An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

Suggested Action: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a sale of the Property to a third party, allowing for seasonally optimal reinvestment and activation in 2026.

9.10 A Resolution authorizing a grant to the 13th Annual Fall Belgian Festival for the amount of $2,500 from the Special Events Fund to help offset expenses for the annual event to be held on Sunday, September 20, 2026.

9.11 A Resolution approving a block party for the Old Morgan Park Neighborhood scheduled for Saturday, September 26, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Gary Francque on behalf of the Old Morgan Park Neighborhood for the use of public right-of-way in conjunction with said block party.

9.12 A Resolution approving a block party for the Karstens/City Line Neighborhood Group scheduled for Saturday, September 12, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group for the use of public right-of-way in conjunction with said block party.

9.13 A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026; closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Susan Anderson on behalf of the Butterworth Center & Deere-Wiman House for the use of public right-of-way in conjunction with said event.

9.14 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement between the City of Moline, Illinois, and the City of Colona, Illinois, ("Colona") to jointly retain the services of Strand Associates, Inc., to conduct a study of the feasibility of Colona joining the Rock River Valley Regional Sewer System ("RRVRSS") at an hourly-rate basis plus expenses for an estimated fee of $75,500.

10. Council Call to Order

11. Pledge of Allegiance

12. Invocation – Alderperson Finch

13. Roll Call

14. Remote Electronic Attendance (if necessary)
Approval of the remote electronic attendance of certain elected officials.

15. Public Comment
Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

16. Consent Agenda - Approval of Minutes and Appointments
All items under the consent agenda will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which case, the item will be moved from the Consent Agenda and considered as the first item after the Omnibus Vote.

16.1 Committee-of-the-Whole, Council, and Executive Session meeting minutes of June 23, 2026, and appointments made at Committee-of-the-Whole on July 7, 2026.
Suggested Action: Approval

17. Consent Agenda - Second Reading Ordinances

17.1 An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, specifically ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," to lower the number of parking spaces required for residential land uses.
Suggested Action: Approval

17.2 An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 4200 29th Street, Moline, Illinois 61265 (Parcel #17-09-410-017).
Suggested Action: Approval

17.3 An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 1523 36th Avenue, Moline, Illinois 61265 (Parcel #17-08-406-007).
Suggested Action: Approval

17.4 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.
Suggested Action: Approval

17.5 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet; and amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.
Suggested Action: Approval

17.6 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."
Suggested Action: Approval

17.7 An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline.
Suggested Action: Approval

18. Consent Agenda - Resolutions

18.1 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328.
Suggested Action: Approval

18.2 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement separately with each participating taxing body for Property Tax Abatement as established under the Moline River Edge Redevelopment Zone in the City of Moline; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement.
Suggested Action: Approval

18.3 A Resolution approving Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District; and authorizing the Mayor and City Clerk to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the advancement of the demolition approach and scope package for the Moline Riverfront redevelopment project; and authorizing City staff to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process.
Suggested Action: Approval

19. Omnibus Vote

20. Non-Consent Agenda - Resolutions

20.1 A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.
Suggested Action: Approval

20.2 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.
Suggested Action: Approval

20.3 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.
Suggested Action: Approval

20.4 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.
Suggested Action: Approval

21. Non-Consent Agenda - First Reading Ordinances

21.1 A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.
Suggested Action: Advance to second reading

21.2 An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.
Suggested Action: Advance to second reading

22. **Miscellaneous Business**

23. **Public Comment**
Individuals wishing to speak in person should sign in on the public comment sign-in sheet. Public comment is limited to 3 minutes per person. Council will not respond to public comment during the meeting. When appropriate, Council will refer the issue to the appropriate committee or staff member for further consideration. Those wishing to submit emailed public comment must send comments to cityclerk@moline.il.us 30 minutes prior to the published meeting time, with "Public Comment" in the subject line. Comments will be read aloud by the City Clerk at the City Council meeting.

24. **Executive Session (if necessary)**

25. **Adjournment of City Council**

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" in order to secure a 10 percent discount, saving $16,209.

ATTACHMENTS:
POL RES Amy - Darren-Axon with Translation Contract-EXP.pdf
POL RES Amy - Darren-Axon with Translation Contract-CB x.pdf
POL RES Amy - Darren-Axon with Translation Contract-ATT.pdf

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

Explanation: City staff has identified an opportunity to upgrade the Police Department's existing Axon body camera contracted services to add real-time artificial intelligence translation. This service will help facilitate mutual understanding when a human interpreter is not immediately available by providing audio translations of speech across 60 languages through the camera, delivered in seconds. The contract is fully funded by the Department of Commerce and Economic Opportunity grant funds already received and will be paid in full to cover a five-year term from August 1, 2026, through July 31, 2031.

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" in order to secure a 10 percent discount, saving $16,209.

Staff Recommendation:	Approval
Fiscal Impact:	$145,889.10 over five years from police budget account 012-9901-418.06-65

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

WHEREAS, the City of Moline is a diverse community with a wide variety of languages and cultures represented, including a population that is approximately 19.8 percent Hispanic and 3.6 percent Asian; and

WHEREAS, the Moline-Coal Valley School District serves approximately 1,400 multilingual students who speak over 60 different languages; and

WHEREAS, City staff has identified an opportunity to upgrade the Police Department's existing Axon body camera contracted services to add real-time artificial intelligence translation to facilitate mutual understanding when a human interpreter is not immediately available, with audio translations of speech across 60 languages through the camera, delivered in seconds; and

WHEREAS, funding for this contract is available from the Department of Commerce and Economic Opportunity replacement grant funds already received, and the funding will cover the cost of the added services for 60 months.

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

That the Chief of Police, on behalf of the City of Moline, is hereby authorized to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

Q-876191-46195DB

Issued: 06/22/2026

Quote Expiration: 07/10/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 106497

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Moline Police Department 1640 6th Ave Moline, IL 61265-2102 USA	Moline Police Department - IL 1640 6th Ave Moline IL 61265-2102 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Darren Gault Phone: (309) 524-2231 Email: dgault@moline.il.us Fax: (309) 797-0415

Quote Summary

Program Length	60 Months
TOTAL COST	$145,889.10
ESTIMATED TOTAL W/ TAX	$145,889.10

Discount Summary

Average Savings Per Year	$3,241.98
TOTAL SAVINGS	$16,209.90

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$145,889.10	$0.00	$145,889.10
Total	**$145,889.10**	**$0.00**	**$145,889.10**

Quote Unbundled Price:	**$162,099.00**
Quote List Price:	**$162,099.00**
Quote Subtotal:	**$145,889.10**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
102011	AXON AI ASSISTANT	83	60		$32.55	$29.30	$145,889.10	$0.00	$145,889.10
Total							**$145,889.10**	**$0.00**	**$145,889.10**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	102011	AXON AI ASSISTANT	83	08/01/2026	07/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1640 6th Ave	Moline	IL	61265-2102	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102011	AXON AI ASSISTANT	83	$145,889.10	$0.00	$145,889.10
Total				**$145,889.10**	**$0.00**	**$145,889.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

6/22/2026



AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement Among the Member Agencies of the Major Crash Assistance Team between local law enforcement agencies.

SUGGESTED ACTION:

ATTACHMENTS:

POL RES Amy-Darren-Major Crash Assistance Team Agreement-EXP.pdf
POL RES Amy-Darren-Major Crash Assistance Team Agreement-CB x.pdf
POL RES Amy-Darren-Major Crash Assistance Team Agreement-ATT.pdf

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement Among the Member Agencies of the Major Crash Assistance Team between local law enforcement agencies.

Explanation: Law enforcement agencies in the Quad Cities have been in a multijurisdictional law enforcement agreement for many years, and the parties to the agreement were most recently expanded in 2025. The Major Crash Assistance Team is a new concept, allowing agencies to utilize a small group of certified crash investigators across agencies to better serve the public. It is recognized that a primary goal in the investigation of serious traffic crashes is to establish an accurate record of the factors and conditions leading up to the traffic crash. It is further recognized that the timely re-establishment of the normal movement of traffic is important for the continued safety of the public. It is the purpose of this Agreement to provide the means by which assistance and resources are provided through the intergovernmental cooperation of the parties to achieve these goals.

Staff Recommendation: Approval
Fiscal Impact: None

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to execute an Intergovernmental Agreement Among the Member Agencies of the Major Crash Assistance Team between local law enforcement agencies.

WHEREAS, the City of Moline ("City") is a home rule municipality organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the law enforcement agencies of the respective parties are mandated to carry out law enforcement duties and responsibilities within the geographical boundaries of the parties, and the jurisdiction and authority of each party are limited, and such limitations are detrimental to providing efficient public services within the geographical boundaries of the parties; and

WHEREAS, the parties desire to utilize a Major Crash Assistance Team and resources during the investigation of serious traffic crashes by working together and providing mutual aid, assistance, and access to other needed resources to one another, and have the authority to enter into such agreement pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and 65 ILCS 5/11-1-2.1, and Chapter 28E of the Iowa Code; and

WHEREAS, it is recognized that a primary goal in the investigation of serious traffic crashes is to establish an accurate record of the factors and conditions leading up to the traffic crash, and that the timely re-establishment of the normal movement of traffic is important for the continued safety of the public.

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

That the Chief of Police is hereby authorized to execute an Intergovernmental Agreement Among the Member Agencies of the Major Crash Assistance Team between local law enforcement agencies; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENENCIES OF THE MAJOR CRASH ASSISTANCE TEAM

THIS AGREEMENT made and entered into by and among participating municipal police departments, county sheriff's offices, and other public law enforcement agencies and governmental entities authorized by law to provide law enforcement services within the State of Illinois and the State of Iowa that have executed this Agreement (collectively, the "Members") participating in the Major Crash Assistance Team ("MCAT"), as follows:

WITNESSETH:

WHEREAS, the Members recognize that the efficient investigation of serious traffic crashes is enhanced by having the assistance of other agencies and resources; and

WHEREAS, the Members desire to utilize such assistance and resources during the investigation of major traffic crashes by working together and providing mutual aid, assistance, and access to other needed resources to one another; and

WHEREAS, the Members are entering into this Intergovernmental Emergency Resource Sharing Agreement (the "Agreement") pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); Article 5, Sections 1-4-6 and 11-2-3.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-2-2.1); the Counties Code (55 ILCS 5/5-1002 and other applicable provisions); the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.); and Chapter 28 E of the Iowa Code and other applicable authority;

NOW, THEREFORE, the Members agree as follows:

I. PURPOSE OF AGREEMENT; RECITALS

This agreement is made in recognition of the fact the efficient investigation of serious traffic crashes is enhanced when agencies have access to the resources and the support of other agencies. Further, it is recognized that a primary goal in the investigation of serious traffic crashes is to establish an accurate record of the factors and conditions leading up to the traffic crash. And further, that the timely re-establishment of the normal movement of traffic is important for the continued safety of the public. It is the purpose of this Agreement to provide the means whereby assistance and resources are provided through the intergovernmental cooperation of the Members to achieve these goals. The foregoing recitals are hereby incorporated into this Agreement as findings of the Members.

II. DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as set forth in this Section.

1. **Aiding Department:** A Member agency that provides assistance and access to emergency resources to a Requesting Department pursuant to this agreement.

2. **Assistance:** Any assistance provided by an Aiding Department to a Requesting Department, which assistance may include, among other things, the assignment of personnel, the use of equipment and/or supplies, and the use of pre-arranged support resources such as command centers for the purpose of responding to, and assisting in the investigation of a Serious Traffic Crash.

3. **Requesting Department:** The law enforcement arm of a Member that requests Emergency Assistance pursuant to this Agreement.

4. **Participating Department:** Any municipal police department, county sheriff's office, or other public law enforcement agency authorized by law to provide law enforcement services and that has executed this Agreement.

5. **Serious Traffic Crash:** Any collision involving at least one motor vehicle that meets one or more of the following criteria:

   a. Death or great bodily harm to one or more individuals; or

   b. Involvement of an emergency vehicle where one or more individuals sustains serious injuries; or

   c. A request by a supervisor of the Requesting Department pursuant to other extenuating factors.

III. REQUESTS FOR ASSISTANCE

Any Participating Department may request assistance for a Serious Traffic Crash from any one or more of the other Participating Departments when such assistance is necessary in the judgment of the patrol supervisor, or designee of the Requesting Department.

IV. SCOPE OF RESPONSE

An Aiding Department may render assistance to any one or more Participating Departments to the extent available personnel and resources are not immediately required for the adequate protection of the Aiding Department. The judgment of the patrol supervisor or designee of the Aiding Department, as to the amount of Assistance available to the Requesting Department shall be final.

V. CHARTER

All operations of the Major Crash Assistance Team shall be governed by its policies, procedures, training standards, general orders, operational guidelines, and other directives adopted by the Members and amended from time to time.

VI. DIRECTION OF PERSONNEL AND EQUIPMENT

The patrol supervisor or designee of the Requesting Department shall be responsible for supervising and directing the actions of all personnel and for determining the use of all equipment and resources of the Requesting Department and all Aiding Departments.

VII. AUTHORITY OF SWORN POLICE PERSONNEL

Each sworn law enforcement officer, deputy sheriff, investigator, or other peace officer providing Assistance pursuant to this Agreement shall possess and exercise all powers and authority granted by Illinois law and shall have the authority necessary to perform duties assigned by the Requesting Department, including powers of arrest and enforcement as authorized by applicable law.

VIII. RESPONSE NOT MANDATORY

No Participating Department shall be required to provide Assistance under this Agreement if provision of Assistance would result in an unreasonable risk to that participating Department, as determined by that Participating Department.

IX. WITHDRAWAL OF ASSISTANCE

The patrol supervisor or designee of an Aiding Department may withdraw any or all Assistance rendered to the Requesting Department if, in the sole determination of the patrol supervisor or designee of that Aiding Department, such assistance is otherwise needed for the Aiding Department. No Aiding Department shall be liable for any consequence, action, claim, or damage resulting from the withdrawal of Assistance once furnished pursuant to this Agreement.

X. OTHER MUTUAL AID

Nothing in this Agreement shall prevent a Participating Department from cooperating with any other unit of government, regardless of whether that unit of government is a Participating Department pursuant to this Agreement. Further, nothing in this Agreement is intended to prevent any Participating Department from acting jointly or in cooperation with each other or any other local, state, or federal unit of government or agency thereof to the fullest extent permitted by law.

XI. EVIDENCE, REPORTS, RECORDS, AND CUSTODY

1. Ownership of Investigative Materials: All investigative materials generated during an MCAT deployment, including but not limited to photographs, video recordings, drone imagery, field notes, diagrams, mapping files, crash data retrieval downloads, measurements, reports, and other evidentiary materials, shall be deemed records of the Requesting Department and shall be maintained in accordance with applicable law and departmental policy.

2. Custody of Evidence: The Requesting Department shall remain the primary custodian of all evidence and investigative records collected or generated during an MCAT deployment. Any Member collecting evidence or creating investigative records shall promptly provide copies or originals, as appropriate, to the Requesting Department.

3. Records Retention: Each Member shall retain records in its possession in accordance with applicable federal law, Illinois law, local records retention requirements, and any litigation hold, preservation order, subpoena, or court order.

4. Freedom of Information Act Requests: Each Member shall remain responsible for responding to requests made directly to that Member pursuant to the Illinois Freedom of Information Act. Members shall cooperate in good faith when responding to requests involving records generated pursuant to this Agreement.

5. Court Testimony: Nothing in this Agreement shall relieve any Member's employee from appearing and testifying in judicial, administrative, or other proceedings concerning investigative activities performed pursuant to this Agreement.

6. Digital Evidence: Digital evidence, including photographs, video recordings, drone imagery, mapping files, crash data retrieval files, and electronically stored information, shall be maintained in a manner reasonably designed to preserve authenticity, integrity, and chain of custody.

XII. REIMBURSEMENT AMONG PARTICIPATING MEMBERS

1. **No Charge.** Except as hereinafter provided, the assistance provided by any Aiding Department shall be rendered without charge to the Requesting Department or other Participating Department.

2. **Exception For Unusual Costs.** An Aiding Department may request payment from a Requesting Department where the Aiding Department has incurred unusual or burdensome costs in providing Assistance to the Requesting Department. The determination of whether to pay such costs shall be at the direction, and the sole discretion, of the corporate authorities of the Member to which the Requesting Department belongs.

XIII. INDEMNIFICATION

1. Responsibility for Personnel: Each Member shall remain solely responsible for the acts, omissions, conduct, negligence, gross negligence, willful and wanton misconduct, and constitutional violations of its own officers, employees, agents, and representatives while acting pursuant to this Agreement. Nothing contained herein shall be construed to create an employer-employee relationship between any Member and the officers, employees, agents, or representatives of another Member.

2. Defense and Indemnification: To the fullest extent permitted by law, each Member agrees to defend, indemnify, and hold harmless the other Members, their elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, causes of action, damages, judgments, settlements, losses, liabilities, costs, and expenses, including reasonable attorney fees and litigation expenses, arising out of or resulting from the negligent acts, omissions, willful and wanton misconduct, or constitutional violations of its own officers, employees, agents, or representatives acting pursuant to this Agreement except to the extent caused by the negligence, willful misconduct, or constitutional violations of the Member seeking indemnification.

3. Civil Rights Claims: In the event of any claim or action brought pursuant to 42 U.S.C. §1983, federal constitutional law, state constitutional law, or other civil rights statutes, each Member shall be responsible for the defense and indemnification of its own officers, employees, agents, and representatives, and for any liability arising from their conduct. Nothing herein shall be construed to create liability for the acts or omissions of another Member or its personnel.

4. Duty to Notify and Tender Defense: Any Member receiving notice of a claim, demand, lawsuit, or administrative proceeding arising out of activities conducted pursuant to this Agreement shall promptly notify all potentially affected Members. A Member seeking defense or indemnification under this Section shall provide written notice and tender the claim to the Member believed responsible. The parties shall cooperate in good faith in the investigation and defense of such matters.

5. Workers' Compensation and Employee Benefits: Each Member shall remain solely responsible for all wages, salaries, overtime, workers' compensation benefits, disability benefits, pension contributions, employment benefits, and other compensation owed to its own employees, regardless of where such employees are performing services pursuant to this Agreement.

6. Preservation of Immunities: Nothing contained in this Agreement shall be construed as a waiver of any immunity, limitation of liability, defense, or protection available to any Member, officer, employee, or agent under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.), the Illinois Constitution, federal law, common law, or any other applicable statute or legal doctrine. Nothing contained in this Agreement shall be construed as limiting the governmental, regulatory, law enforcement, or discretionary authority of any Member.

7. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the Members. Nothing contained herein shall be construed to create any right, claim, cause of action, or benefit in favor of any third party.

8. Insurance: Each Member shall maintain insurance, self-insurance, risk pool participation, or other financial responsibility sufficient to satisfy its obligations under this Agreement and as required by applicable law.

XIV. COMPENSATION OF EMPLOYEES

Each Member shall be responsible for the payment of all salary and benefits to all its employees acting pursuant to this Agreement, including without limitation, the payment of wages, salaries, overtime pay, disability payments, pension benefits, worker's compensation claims, claims for damages to or destruction of equipment and clothing, and claims for medical expenses.

XV. EFFECTIVENESS; TERM

This agreement shall be in full force and effect and legally binding on the Members as of the date written below. This Agreement shall remain in effect for an initial term of five (5) years and shall automatically renew for successive one-year terms unless terminated pursuant to Section 16.

XVI. AMENDMENTS

This Agreement may be amended from time to time in writing approved by resolution of the corporate authorities of each Member. Any amendment not adopted and approved by all Members shall not be effective. The effective date of any amendment shall be the first day after which all Members have approved the amendment.

XVII. TERMINATION

This Agreement shall remain in full force and effect and shall bind each Member until such time as the corporate authorities of a Member adopt a resolution terminating this Agreement as to that Member. Certified copies of such resolution shall be filed with the clerk of all other Members within thirty (30) days after its passage. In the event of termination as to one Member, this Agreement shall remain binding as to the remaining Participating Members.

XVIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action arising out of or relating to this Agreement shall be brought exclusively in the Circuit Court of Rock Island County, Illinois.

XIX. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

XX. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

IN WITNESS THEREOF, this Agreement has been duly executed this ____ day

of _____, 20__.

IN WITNESS WHEREOF, this Mutual Aid Agreement has been duly executed by the following parties:

_____
Name of Law Enforcement Agency

_____
Head of Corporate Authorities

_____
Commanding Officer of Law Enforcement Agency

ATTEST:

_____ _____
Clerk Date

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

ATTACHMENTS:
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - EXP.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - CB xg.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - ATT1.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

Explanation: Bids were opened and publicly read on June 2, 2026, for Project #1539, 2026 CDBG Sidewalk Improvement Project I, with the following results:

$199,896.25	Langman Construction, Inc.
$207,460.50	Apollo Excavating Inc.
$212,024.25	Phoenix Corporation of the Quad Cities
$234,631.00	Centennial Contractors of the Quad Cities, Inc.

Langman Construction, Inc., submitted the lowest and most responsible and responsive bid.

This project includes the removal and replacement of concrete sidewalk in six (6) locations, as follows:

1. 1600 Block of 12th Street
2. 1100 Block of 16th Avenue
3. 1600 Block of 11th Street
4. 1400 Block of 9th Street
5. 900/1000 Blocks of 14th Avenue
6. 1600 Block of 9th Avenue

These sidewalks will be removed and replaced and ADA ramps installed. This project is being funded with Community Development Block Grant (CDBG) funding. Work will be completed by September 25, 2026.

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
FY2025 Community Development Block Grant (CDBG) (Project Code NIP25)	$78,346.25	$78,346.25	230-0729-492.20-96
FY2026 Community Development Block Grant (CDBG) (Project Code NIP26)	$121,550.00	$121,550.00	230-0729-492.20-96

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

WHEREAS, bids were solicited and publicly read on June 2, 2026; and

WHEREAS, Langman Construction, Inc., submitted the lowest and most responsible and responsive bid; and

WHEREAS, this project includes the removal and replacement of concrete sidewalk in six (6) locations, as follows: 1600 Block of 12th Street, 1100 Block of 16th Avenue, 1600 Block of 11th Street, 1400 Block of 9th Street, 900/1000 Blocks of 14th Avenue, and 1600 Block of 9th Avenue; and

WHEREAS, $78,346.25 is budgeted in FY2025 Community Development Block Grant (CDBG) Funds and $121,550.00 is budgeted in FY2026 Community Development Block Grant (CDBG) Funds under Account 230-0729-492.20-96.

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 and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest:
City Clerk

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED NINETY-SIX, AND 25/100 ($199,896.25) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1539, 2026 CDBG SIDEWALK IMPROVEMENT PROJECT I** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates are updated monthly by the Illinois Department of Labor and may be found on their website.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED NINETY-SIX, AND 25/100 ($199,896.25) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

Langman Construction, Inc.

By: DocuSigned by: Jare O'Brien 4BFC202A7C8645D...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

BOND NO. S062199

KNOW ALL MEN BY THESE PRESENTS: THAT Langman Construction, Inc. as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of One Hundred Ninety-Nine Thousand Eight Hundred Ninety-Six & 25/100--- Dollars, ($ 199,896.25) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 12th day of June, 2026, enter into a contract with the City of Moline, Illinois for:

2026 CDBG Sidewalk Improvement Project 1539

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of June, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Langman Construction, Inc.

Employers Mutual Casualty Company

Joseph A Martini, Attorney-in-Fact

State of Illinois
} ss:
County of Macon

On 12th day of June, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Joseph A Martini

known to me to be Attorney-in-Fact of Employers Mutual Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Joseph A Martini

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S062199	Langman Construction, Inc.	City of Moline

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals

SEAL SEAL 1863 1953 SEAL SEAL SEAL

NOTARIAL SEAL IOWA
AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2026.

Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

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

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

PRODUCER
First Mid Insurance Group
PO Box 14
Forsyth IL 62535

CONTACT NAME: Adam Lewandowski
PHONE (A/C, No, Ext): 217-859-7065 **FAX (A/C, No):** 217-877-0795
E-MAIL ADDRESS: adam.lewandowski@firstmid.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Com	15350
INSURER B : Lloyd's of London	32727
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LANGCON-02
Langman Construction, Inc.
220 34th Ave
Rock Island IL 61201

COVERAGES **CERTIFICATE NUMBER:** 1382498652 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B437792 02	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	B435994 02	10/1/2025	10/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B A	Installation Floater Pollution Liability Leased/Rented Equipment			B437792 02 CPLI00969001 B437792 02	10/1/2025 9/23/2025 10/1/2025	10/1/2026 9/23/2026 10/1/2026	Limit Limit Limit	1,000,000 1,000,000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Section 1539 -2026 CDBG Sidewalk Improvement Project I
City of Moline and its employees are named as additional insured on the General Liability and Automobile on a primary non-contributory basis; subject to written contract Umbrella is following form. Waivers of insurance are awarded to City of Moline under the General Liability, Automobile, and Workers Compensation; subject to written contract. Umbrella is following form.

CERTIFICATE HOLDER

City of Moline
3635 4th Avenue
Moline IL 61265
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Haley Roberts

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:

a. Your premises; or

b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

(1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Bid Tab

City of Moline Project #1539 - 2026 CDBG Sidewalk Project I

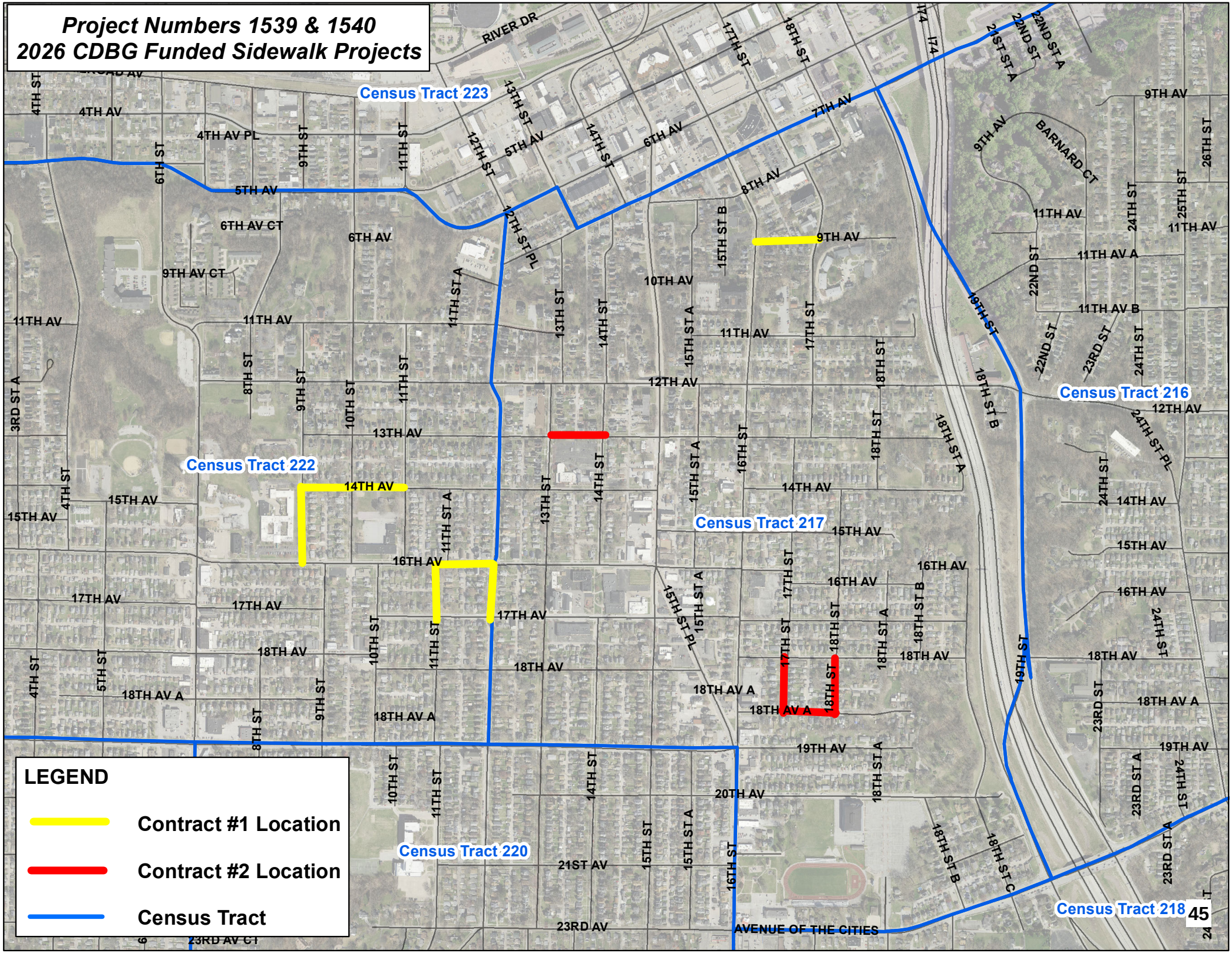
Bid Opening Date: Tuesday, June 2nd, 2026 at 11:00 AM

				Langman Construction, Inc		Apollo Excavating Inc.	
				Total Price	$199,896.25	Total Price	$207,460.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2775	SQ YD	$1.50	$4,162.50	$10.00	$27,750.00
2	SIDEWALK REMOVAL	12730	SQ FT	$1.60	$20,368.00	$1.50	$19,095.00
3	PCC SIDEWALK, 4"	11875	SQ FT	$11.00	$130,625.00	$9.50	$112,812.50
4	PCC SIDEWALK RAMP, 6"	770	SQ FT	$11.00	$8,470.00	$13.00	$10,010.00
5	DETECTABLE WARNINGS	145	SQ FT	$60.00	$8,700.00	$60.00	$8,700.00
6	CLASS B PATCHING, SPECIAL	139	SQ YD	$115.00	$15,985.00	$120.00	$16,680.00
7	DRIVEWAY PAVEMENT REMOVAL	67	SQ YD	$10.00	$670.00	$19.00	$1,273.00
8	PCC DRIVEWAY PAVEMENT	67	SQ YD	$100.00	$6,700.00	$90.00	$6,030.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	73	FOOT	$57.75	$4,215.75	$70.00	$5,110.00

				Phoenix Corporation of the Quad Cities		Centennial Contractors of the Quad Cities, Inc.	
				Total Price	$212,024.25	Total Price	$234,631.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2775	SQ YD	$3.50	$9,712.50	$10.00	$27,750.00
2	SIDEWALK REMOVAL	12730	SQ FT	$1.85	$23,550.50	$2.00	$25,460.00
3	PCC SIDEWALK, 4"	11875	SQ FT	$10.00	$118,750.00	$11.00	$130,625.00
4	PCC SIDEWALK RAMP, 6"	770	SQ FT	$16.50	$12,705.00	$18.00	$13,860.00
5	DETECTABLE WARNINGS	145	SQ FT	$46.00	$6,670.00	$50.00	$7,250.00
6	CLASS B PATCHING, SPECIAL	139	SQ YD	$150.00	$20,850.00	$130.00	$18,070.00
7	DRIVEWAY PAVEMENT REMOVAL	67	SQ YD	$24.50	$1,641.50	$18.00	$1,206.00
8	PCC DRIVEWAY PAVEMENT	67	SQ YD	$142.25	$9,530.75	$90.00	$6,030.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	73	FOOT	$118.00	$8,614.00	$60.00	$4,380.00

Contracts 1539 & 1540
2026 CDBG Funded Sidewalk Improvements

Location	Side of Street	2024 SW Rating	Census Tract	Contract 1 or 2
13th Ave - 13th to 14th Street	North	2	217	2
12th St - 16th to 17th Ave	West	3	222	1
16th Ave - 11th to 12th Street	South	1	222	1
11th St - 16th to 17th Ave	Both	1 East 3 West	222	1
18th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
17th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
18th Ave A - 17th to 18th	Both	1 North 2 South	217	2
9th St - 14th to 16th Ave	East	2	222	1
14th Ave - 10th to 11th Street	North	1	222	1
14th Ave - 9th to 10th Street	Both	2	222	1
9th Ave - 16th to 17th St	South	1	217	1


Project Numbers 1539 & 1540
2026 CDBG Funded Sidewalk Projects
Census Tract 223
Census Tract 222
Census Tract 217
Census Tract 216
Census Tract 220
Census Tract 218
RIVER DR
4TH AV
4TH AV PL
5TH AV
6TH AV CT
6TH AV
9TH AV CT
7TH AV
8TH AV
9TH AV
10TH AV
11TH AV
11TH AV A
11TH AV B
12TH AV
13TH AV
14TH AV
15TH AV
16TH AV
17TH AV
18TH AV
18TH AV A
19TH AV
20TH AV
21ST AV
23RD AV
AVENUE OF THE CITIES
BARNARD CT
12TH ST PL
24TH ST PL
LEGEND
Contract #1 Location
Contract #2 Location
Census Tract

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

ATTACHMENTS:
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - EXP.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - CB x.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - ATT1.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

Explanation: Bids were opened and publicly read on June 2, 2026, for Project #1540, 2026 CDBG Sidewalk Improvement Project II, with the following results:

$178,450.00	Langman Construction, Inc.
$195,340.00	Apollo Excavating Inc.
$199,480.75	Phoenix Corporation of the Quad Cities
$220,925.00	Centennial Contractors of the Quad Cities, Inc.

Langman Construction, Inc., submitted the lowest and most responsible and responsive bid.

This project includes the removal and replacement of concrete sidewalk in four (4) locations, as follows:

1. 1300 Block of 13th Avenue
2. 1800 Block of 18th Street
3. 1800 Block of 17th Street
4. 1700 Block of 18th Avenue A

These sidewalks will be removed and replaced and ADA ramps installed. This project is being funded with Community Development Block Grant (CDBG) funding. Work will be completed by September 25, 2026.

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" so that construction can be completed before funding deadlines.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
FY2026 Community Development Block Grant (CDBG) (Project Code NIP26)	$178,450	$178,450	230-0729-492.02-96

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

WHEREAS, bids were solicited and publicly read on June 2, 2026; and

WHEREAS, Langman Construction, Inc., submitted the lowest and most responsible and responsive bid; and

WHEREAS, this project includes the removal and replacement of concrete sidewalk in four (4) locations, as follows: 1300 Block of 13th Avenue, 1800 Block of 18th Street, 1800 Block of 17th Street, and 1700 Block of 18th Avenue A; and

WHEREAS, $178,450 is budgeted in FY2026 Community Development Block Grant (CDBG) Account 230-0729-492.02-96.

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 and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest:
City Clerk

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY, AND 00/100 ($178,450.00) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1540, 2026 CDBG SIDEWALK IMPROVEMENT PROJECT II** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates are updated monthly by the Illinois Department of Labor and may be found on their website.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY, AND 00/100 ($178,450.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

Langman Construction, Inc.

By: DocuSigned by: Dave O'Brien 4BFC202A7C8645D...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

BOND NO. S062200

KNOW ALL MEN BY THESE PRESENTS: THAT Langman Construction, Inc., as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of One Hundred Seventy-Eight Thousand Four Hundred Fifty & 00/100--- Dollars, ($ 178,450.00) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 12th day of June, 2026, enter into a contract with the City of Moline, Illinois for:

2026 CDBG Sidewalk Improvement Project 1540

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of June, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Langman Construction, Inc.

Employers Mutual Casualty Company

Joseph A Martini, Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 12th day of June, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Joseph A Martini

known to me to be Attorney-in-Fact of Employers Mutual Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Joseph A Martini

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S062200	Langman Construction, Inc.	City of Moline

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

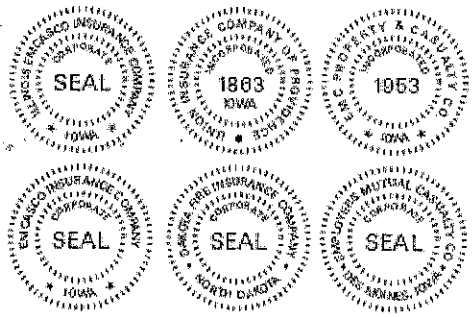
AUTHORITY FOR POWER OF ATTORNEY

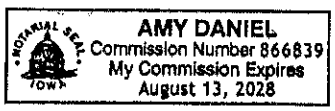
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals





Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2026.

Ryan J. Springer
Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

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

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

PRODUCER First Mid Insurance Group PO Box 14 Forsyth IL 62535	**CONTACT NAME:** Adam Lewandowski **PHONE (A/C, No, Ext):** 217-859-7065 **FAX (A/C, No):** 217-877-0795 **E-MAIL ADDRESS:** adam.lewandowski@firstmid.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** West Bend Mutual Insurance Com / 15350 **INSURER B :** Lloyd's of London / 32727 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED LANGCON-02 Langman Construction, Inc. 220 34th Ave Rock Island IL 61201	

COVERAGES **CERTIFICATE NUMBER:** 1834984373 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B437792 02	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	B435994 02	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B A	Installation Floater Pollution Liability Leased/Rented Equipment			B437792 02 CPLI00969001 B437792 02	10/1/2025 9/23/2025 10/1/2025	10/1/2026 9/23/2026 10/1/2026	Limit Limit Limit	1,000,000 1,000,000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Section 1540 -2026 CDBG Sidewalk Improvement Project II
City of Moline and its employees are named as additional insured on the General Liability and Automobile on a primary non-contributory basis; subject to written contract Umbrella is following form. Waivers of insurance are awarded to City of Moline under the General Liability, Automobile, and Workers Compensation; subject to written contract. Umbrella is following form.

CERTIFICATE HOLDER

City of Moline
3635 4th Avenue
Moline IL 61265
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Haley Roberts

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:
   - **a.** Your premises; or
   - **b.** Your negligent acts or omissions in connection with "Your work" for that additional insured.

   However:
   - **a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
   - **b**. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
   - **a.** "Bodily injury" or "property damage" occurring after:
     - **(1**) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
     - **(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
   - **b.** "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;
   - **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   - **b.** Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Bid Tab

City of Moline Project #1540 - 2026 CDBG Sidewalk Improvement Project II

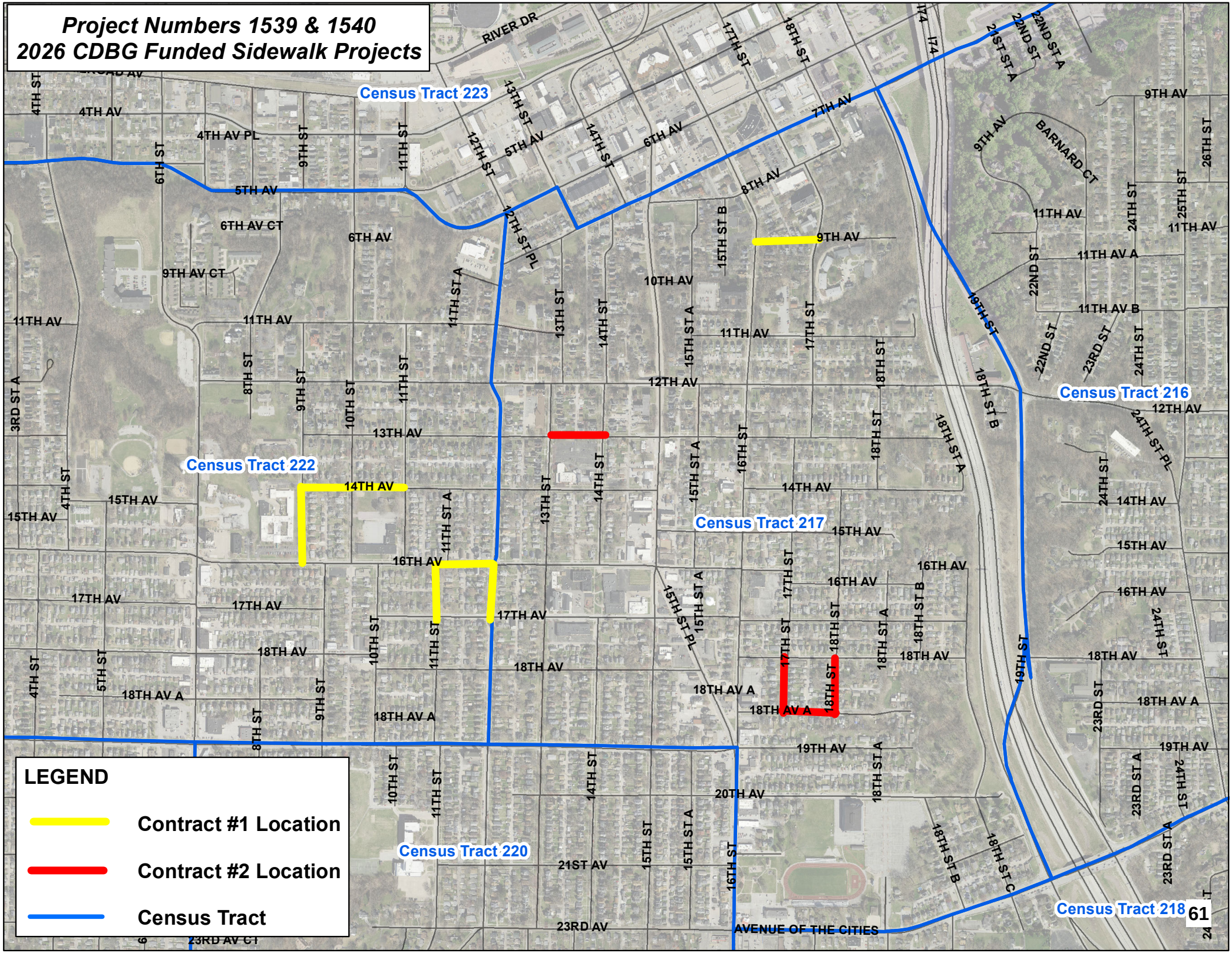
Bid Opening Date: Tuesday, June 2nd, 2026 at 11:00 AM

				Langman Construction, Inc		Apollo Excavating Inc.	
				Total Price	$178,450.00	Total Price	$195,340.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2725	SQ YD	$1.50	$4,087.50	$10.00	$27,250.00
2	SIDEWALK REMOVAL	12205	SQ FT	$1.50	$18,307.50	$1.50	$18,307.50
3	PCC SIDEWALK, 4"	11195	SQ FT	$10.00	$111,950.00	$9.50	$106,352.50
4	PCC SIDEWALK RAMP, 6"	910	SQ FT	$12.50	$11,375.00	$13.00	$11,830.00
5	DETECTABLE WARNINGS	160	SQ FT	$65.00	$10,400.00	$60.00	$9,600.00
6	CLASS B PATCHING, SPECIAL	74	SQ YD	$115.00	$8,510.00	$120.00	$8,880.00
7	DRIVEWAY PAVEMENT REMOVAL	60	SQ YD	$20.00	$1,200.00	$19.00	$1,140.00
8	PCC DRIVEWAY PAVEMENT	60	SQ YD	$85.00	$5,100.00	$90.00	$5,400.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	94	FOOT	$80.00	$7,520.00	$70.00	$6,580.00

				Phoenix Corporation of the Quad Cities		Centennial Contractors of the Quad Cities, Inc.	
				Total Price	$199,480.75	Total Price	$220,925.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2725	SQ YD	$3.50	$9,537.50	$10.00	$27,250.00
2	SIDEWALK REMOVAL	12205	SQ FT	$1.85	$22,579.25	$2.00	$24,410.00
3	PCC SIDEWALK, 4"	11195	SQ FT	$10.00	$111,950.00	$11.00	$123,145.00
4	PCC SIDEWALK RAMP, 6"	910	SQ FT	$16.50	$15,015.00	$18.00	$16,380.00
5	DETECTABLE WARNINGS	160	SQ FT	$46.00	$7,360.00	$50.00	$8,000.00
6	CLASS B PATCHING, SPECIAL	74	SQ YD	$147.50	$10,915.00	$130.00	$9,620.00
7	DRIVEWAY PAVEMENT REMOVAL	60	SQ YD	$24.00	$1,440.00	$18.00	$1,080.00
8	PCC DRIVEWAY PAVEMENT	60	SQ YD	$163.00	$9,780.00	$90.00	$5,400.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	94	FOOT	$116.00	$10,904.00	$60.00	$5,640.00

Contracts 1539 & 1540
2026 CDBG Funded Sidewalk Improvements

Location	Side of Street	2024 SW Rating	Census Tract	Contract 1 or 2
13th Ave - 13th to 14th Street	North	2	217	2
12th St - 16th to 17th Ave	West	3	222	1
16th Ave - 11th to 12th Street	South	1	222	1
11th St - 16th to 17th Ave	Both	1 East 3 West	222	1
18th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
17th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
18th Ave A - 17th to 18th	Both	1 North 2 South	217	2
9th St - 14th to 16th Ave	East	2	222	1
14th Ave - 10th to 11th Street	North	1	222	1
14th Ave - 9th to 10th Street	Both	2	222	1
9th Ave - 16th to 17th St	South	1	217	1


Project Numbers 1539 & 1540
2026 CDBG Funded Sidewalk Projects
Census Tract 223
Census Tract 222
Census Tract 217
Census Tract 216
Census Tract 220
Census Tract 218
RIVER DR
4TH AV
4TH AV PL
5TH AV
6TH AV CT
6TH AV
9TH AV CT
7TH AV
8TH AV
9TH AV
10TH AV
11TH AV
11TH AV A
11TH AV B
12TH AV
13TH AV
14TH AV
15TH AV
16TH AV
17TH AV
18TH AV
18TH AV A
19TH AV
20TH AV
21ST AV
23RD AV
23RD AV CT
AVENUE OF THE CITIES
BARNARD CT
12TH ST PL
15TH ST A
15TH ST B
17TH ST
18TH ST
18TH ST A
18TH ST B
18TH ST C
19TH ST
22ND ST
22ND ST A
23RD ST
24TH ST
24TH ST PL
25TH ST
26TH ST
LEGEND
Contract #1 Location
Contract #2 Location
Census Tract

AGENDA ITEM DETAIL
July 7, 2026

A Resolution approving Change Order No. 1 and Final with Valley Construction Co. for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53; and approving a Supplemental Resolution for Maintenance under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53.

SUGGESTED ACTION:

ATTACHMENTS:

ENG RES3 Hollan-Laura - Supplemental Resolution for Maintenance & Change Order 26-00000-00-GM - EXP.pdf
ENG RES3 Hollan-Laura - Supplemental Resolution for Maintenance & Change Order 26-00000-00-GM - CB x.pdf
ENG RES3 Hollan-Laura - Supplemental Resolution for Maintenance & Change Order 26-00000-00-GM - ATT1 (Change Order).pdf
ENG RES3 Hollan-Laura - Supplemental Resolution for Maintenance & Change Order 26-00000-00-GM - ATT2 (RESOLUTION).pdf
ENG RES3 Hollan-Laura - Supplemental Resolution for Maintenance & Change Order 26-00000-00-GM - ATT3 (MAP).pdf

A Resolution approving Change Order No. 1 and Final with Valley Construction Co. for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53; and approving a Supplemental Resolution for Maintenance under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53.

Explanation: The City Council approved a resolution allocating $167,520 in MFT funding for Project 26-00000-00-GM, 2026 Asphalt Maintenance Program, at City Council meeting held on April 17, 2026, Council Bill/Resolution No. 1054-2026.

This change order is necessary due to adjustments to final quantities that are based off of final field measurements and two locations were added that required pavement repairs following damage sustained during inclement winter weather. This change order increases the original contract value of $167,520.00 by 9.5% to $183,427.53

Staff is requesting approval of a supplemental amount of $15,907.53 to the original MFT resolution to close out the contract and process the contractor's final payment. Two locations were added to the contract that required pavement repairs following damage sustained during inclement winter weather. These two locations are 18th St and 1st Street A, north of 19th Avenue.

This additional funding is budgeted in the 2026 Amended Capital Improvement Program for the project, under MFT Account Number 220-9871-436.04-25

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

Account	Amended Budget Amount	Original Contract Amount	Contract Change Amount	Final Contract Amount	Account No.
Motor Fuel Tax	$200,000	$167,520	$15,907.53	$183,427.53	220-9871-436.04-25

Council Bill/Resolution No.:
Sponsor:

A RESOLUTION

APPROVING Change Order No. 1 and Final with Valley Construction Co. for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53; and

APPROVING a Supplemental Resolution for Maintenance under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53.

WHEREAS, bids were solicited and publicly read on February 17, 2026, for MFT Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program with Valley Construction Co., submitting the lowest most responsible and responsive bid for the amount of $167,520; and

WHEREAS, the City Council approved a Resolution for Maintenance Under the Illinois Highway Code for MFT Section Number 26-00000-00-GM for the amount of $167,520 at the City Council meeting held on April 7, 2026, Council Bill/Resolution No. 1054-2026; and

WHEREAS, this change order is necessary due to adjustments to final quantities that are based off of final field measurements and two locations were added that required pavement repairs following damage sustained during inclement winter weather. This change order increases the original contract value of $167,520.00 by 9.5% to $183,427.53; and

WHEREAS, a Supplemental Resolution for Maintenance Under the Illinois Highway Code for MFT Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53 is necessary in order to use MFT funds; and

WHEREAS, the additional funding is necessary in order to close out the contract and process final payment; and

WHEREAS, this additional funding is budgeted in the 2026 Amended Capital Improvement Program for the project, under MFT Account Number 220-9871-436.04-25.

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

That City Council hereby approves Change Order No. 1 and Final with Valley Construction Co. for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53.

BE IT FURTHER RESOLVED that a Supplemental Resolution for Maintenance under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-00-GM, 2026 Asphalt Maintenance Program, for the amount of $15,907.53 is hereby approved.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

Department of Engineering

3635 4th Avenue
Moline, IL 61265

Engineering
(309) 524-2350
Fax: (309) 524-2369

Website
http://www.moline.il.us

MFT 26-00000-00-GM
2026 Asphalt Maintenance

June 18, 2026

Caleb Carius
Valley Construction Co
3610 78th Ave West
Rock Island, Illinois 61201

Via Email

Caleb,

Enclosed is a copy of the Engineers Payment No. 1 & Final and Change Order No. 1 & Final for your files for the subject project. If acceptable, please sign and return so we can process payment.

Please contact me if you have any questions.

Sincerely,

Erin Bruner
Construction Manager
309-373-7541

ENGINEER'S PAY ESTIMATE

Estimate No. **1 & FINAL** Date: **June 18, 2026**
Payable to:
Valley Construction Co.
3610 78th Ave West
Rock Island, Illinois 61201

Project No. **MFT 26-00000-00-GM**
Description: **2026 Asphalt Maintenance**

	ITEMS	AWARDED Quantity		Unit Price	Totals	TOTAL Compl	Amount
1	Backfill and Restoration	900	SQ YD	$2.00	$1,800.00	900.0	$1,800.00
2	Milling and Preparation of Base	9600	SQ YD	$4.00	$38,400.00	11561.0	$46,244.00
3	Final Grading	500	SQ YD	$1.00	$500.00	156.4	$156.40
4	PHMA Surface, 1.5"	720	TON	$117.00	$84,240.00	956.5	$111,906.99
5	PHMA Surface, 2.0"	140	TON	$117.00	$16,380.00	0.0	$0.00
6	Manhole Frame and Lid Adjustment	6	EA	$1,000.00	$6,000.00	5.0	$5,000.00
7	Valve Box Adjust	4	EA	$750.00	$3,000.00	1.0	$750.00
8	Lamphole Adjust	2	EA	$1,100.00	$2,200.00	2.0	$2,200.00
9	Traffic Control	1	LSUM	$15,000.00	$15,000.00	1.0	$15,000.00
	TOTAL				$167,520.00		$183,057.39

	Misc. Extras and Credits					
15	T&M Lamphole Frame and Lid	1	DOL	$370.14	1.0	$370.14

TOTAL MISC. EXTRAS & CREDITS	$370.14
TOTAL VALUE OF CPT. WORK	$183,427.53
DEDUCT RETAINAGE	$0.00
BALANCE DUE ON CPT. WORK	$183,427.53

MISCELLANEOUS DEBITS

Partial Payments

No. $0.00

TOTAL DEBITS $0.00

NET AMOUNT DUE **$183,427.53**

Final Payment Approval

Contractor _____ Date 6/18/2026

CITY OF MOLINE

CONTRACT CHANGE ORDER

Project No. : **MFT 26-00000-00-GM**

Description: **2026 Asphalt Maintenance**

Contractor : **Valley Construction Co**

Date : **18-Jun-26**

Change Order No. : **1 & FINAL**

Sheet **1** of **1**

CONTRACT	
Original Contract	$167,520.00
Changes To-Date	$15,907.53
Adjusted Contract	$183,427.53
% Change	9.5%

*	Item	Description	Quantity	Unit	Price	Addition	Deduction
	1	Backfill and Restoration	0.00	SQ YD	$2.00		
	2	Milling and Preparation of Base	1961.00	SQ YD	$4.00	$7,844.00	
	3	Final Grading	-343.60	SQ YD	$1.00		($343.60)
	4	PHMA Surface, 1.5"	236.47	TON	$117.00	$27,666.99	
	5	PHMA Surface, 2"	-140.00	TON	$117.00		($16,380.00)
	6	Manhole Frame and Lid Adjust	-1.00	EA	$1,000.00		($1,000.00)
	7	Valve Box Adjust	-3.00	EA	$750.00		($2,250.00)
	8	Lamphole Adjust	0.00	EA	$1,100.00		
	9	Traffic Control	0.00	LS	$15,000.00		
*	10	T&M for Lamphole Frame and Lid	1.00	LS	$370.14	$370.14	
					Totals	$35,881.13	($19,973.60)
					Net Change	$15,907.53	

* Denotes new item added to contract

Previous Changes = $0.00 Tot. Changes To-Date = $15,907.53

REASON FOR CHANGE

Reconciliation Change Order

1 - 9	Adjustments to final quantities are based off of final field measurements
*10	Remove and replace broken lamphole casting

CHANGE ORDER APPROVAL

Contractor:_____ Date: 6/18/2026

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
2	Rock Island		Supplemental	26-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Moline (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Fifteeen Thousand, Nine Hundred Seven, And 53/100 Dollars ($15,907.53)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/26 (Beginning Date) to 12/31/26 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Moline (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Stephanie Murphy (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type) of Moline (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council (Governing Body Type) of Moline (Name of Local Public Agency) at a meeting held on 07/21/26 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 06/22/26

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.
Following IDOT's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)


1ST ST
1ST ST A
19TH AV
46TH ST
1ST ST A

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Moline Public Art Commission (MPAC) to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan; and authorizing City staff to do any and all things necessary to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

SUGGESTED ACTION:

ATTACHMENTS: CED RES2 Savanna-Chris - MPAC Grant Authorization - EXP.pdf
CED RES2 Savanna-Chris - MPAC Grant Authorization - CB x.pdf

A Resolution authorizing the Moline Public Art Commission (MPAC) to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan; and authorizing City staff to do any and all things necessary to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

Explanation: The MPAC has identified grants that could help generate funding for the public art plan. The first one is from The Illinois Arts Council, which is offering the Creative Project Grant which would award up to $12,000 to support art projects for Illinois artists. This is eligible for not-for-profit organizations, municipal entities, or colleges and universities. CPG projects must include a public release or presentation of the work accomplished during the grant period.

Staff Recommendation: Approval
Fiscal Impact: Possible $12,000 added to the public art fund.

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Moline Public Art Commission (MPAC) to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan; and

AUTHORIZING City staff to do any and all things necessary to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

WHEREAS, the MPAC was created to integrate art projects into the community; and

WHEREAS, the Moline City Council has asked the MPAC to pursue more grant opportunities; and

WHEREAS, the aforementioned grant opportunities will provide funding to bolster the public art fund and create public art through the downtown; and

WHEREAS, the money obtained from the grants will be used to complete projects outlined in the Public Art Plan.

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

That the Moline Public Art Commission (MPAC) is hereby authorized to apply to the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do any and all things necessary to apply for the Illinois Arts Council for the Creative Project Grant for up to $12,000 for projects outlined in the Public Art Place Making Plan.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on July 7, 2026, under “Items Not on Consent," due to a potential real estate closing in mid-July 2026.

ATTACHMENTS:
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-EXP.pdf
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-CB xg.pdf
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-ATT (AGREEMENT).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

Explanation: The City of Moline ("City") previously approved Resolution No. 1093-2025 authorizing execution of a Purchase and Sale Agreement to convey the property located at 3620 38th Avenue to Scout Capital Group, LLC ("Buyer"). Through Resolution No. 1093-2025, the Mayor and City Clerk were also authorized to execute all supporting documents contemplated with the Purchase and Sale Agreement, consistent with the terms outlined therein. One such supporting document is the Economic Incentive Agreement which outlines the rebate of a portion of sales tax received by the City through the operation of the proposed commercial project.

Buyer has completed the site plan design as necessary to deliver the proposed commercial project and said site plan design has been reviewed by the City and the Illinois Department of Transportation ("IDOT"), as the adjacent property owner, to determine the responsibilities and requirements of the site for infrastructure purposes. With the determination of the responsibilities and requirements of the site infrastructure, including the additional requirement of on-site stormwater detention, all cost impacts to make the site viable for development, deliver the proposed commercial project, and benefit the surrounding properties for future development are now quantified.

With this quantification of costs, the City and Buyer can finally determine the level of economic incentive needed to deliver the proposed commercial project. The City and Buyer desire to enter into an Economic Incentive Agreement in the amount of Five Hundred Ninety-Five Thousand Dollars ($595,000) in sales tax rebates to Buyer for a period not to exceed seven (7) years, upon specific operational and performance requirements of Buyer. The sales tax rebate will be paid from the sales tax revenue received from the operation of the business upon a split basis of 80% to the Buyer and 20% remaining with the City, until the first to occur of reaching the maximum rebate of $595,000 or the end of the seven-year period after placed in service.

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent," due to a potential real estate closing in mid-July 2026.

Staff Recommendation: Approval

Fiscal Impact: Buyer is investing $3,100,000 in site development resulting in an estimated additional $4,100,000 in restaurant development. City incentives are limited to $595,000, representing roughly 19% of site costs and 8% of total development costs, in sales tax rebates payable from sales tax revenue received over a period of time not to exceed seven (7) years from the date placed in service.

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

WHEREAS, the City of Moline ("City") previously approved Resolution No. 1093-2025 authorizing execution of a Purchase and Sale Agreement to convey the property located at 3620 38th Avenue to Scout Capital Group, LLC ("Buyer"); and

WHEREAS, through Resolution No. 1093-2025, the Mayor and City Clerk were also authorized to execute all supporting documents contemplated with the Purchase and Sale Agreement, consistent with the terms outlined therein; and

WHEREAS, one such supporting document is the Economic Incentive Agreement which outlines the rebate of a portion of sales tax received by the City through the operation of the proposed commercial project; and

WHEREAS, Buyer has completed the site plan design as necessary to deliver the proposed commercial project and said site plan design has been reviewed by the City and the Illinois Department of Transportation ("IDOT"), as the adjacent property owner, to determine the responsibilities and requirements of the site for infrastructure purposes; and

WHEREAS, with the determination of the responsibilities and requirements of the site infrastructure, including the additional requirement of on-site stormwater detention, all cost impacts to make the site viable for development, deliver the proposed commercial project, and benefit the surrounding properties for future development are now quantified; and

WHEREAS, with this quantification of costs, the City and Buyer can finally determine the level of economic incentive needed to deliver the proposed commercial project; and

WHEREAS, the City and Buyer desire to enter into an Economic Incentive Agreement in the amount of Five Hundred Ninety-Five Thousand Dollars ($595,000) in sales tax rebates to Buyer for a period not to exceed seven (7) years, upon specific operational and performance requirements of Buyer; and

WHEREAS, the sales tax rebate will be paid from the sales tax revenue received from the operation of the business upon a split basis of 80% to the Buyer and 20% remaining with the City, until the first to occur of reaching the maximum rebate of $595,000 or the end of the seven-year period after placed in service.

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 and attest to an Economic Incentive Agreement, with Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois, for the purpose of providing a rebate of sales tax to support the delivery of the proposed commercial project consistent with the terms outlined therein; provided, however, that said Agreement is in substantial form and content to that attached hereto and incorporated herein by this reference thereto.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

AND AFTER RECORDING
RETURN TO:
Stephanie Murphy, City Clerk
City of Moline
619 16th Street
Moline, IL 61265

This Space for Recorder's Use Only

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

CITY OF MOLINE

AND

SCOUT CAPITAL GROUP, LLC

(SALES TAX SHARING/REBATE)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("***Agreement***") is dated as of the 9th day of July, 2026 ("***Effective Date***"), and is by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***"), and **SCOUT CAPITAL GROUP, LLC**, a Missouri limited liability company ("***Owner***"), collectively referred to as the "***Parties***".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the Parties agree as follows:

Section 1. Recitals.

A. Pursuant to the Purchase and Sale Agreement ("***PSA***") entered into by the Parties on June 19, 2025, the Owner is, as of the Effective Date, the owner of record of the Property commonly known as 3620 38th Avenue, Moline, Illinois 61265 ("***Property***"), as more particularly described on **Exhibit A** attached hereto.

B. The Owner shall develop (or cause to be developed) the Property for a restaurant ("***Project***") to be occupied and operated by Texas Roadhouse (the "***Occupant***") as described in the PSA.

C. The Owner has requested financial assistance through an economic incentive from the City to support site development costs and the operation of the Project will generate sales tax revenue for the City.

D. To facilitate the redevelopment of the Property for the intended use of the Owner, the City has agreed to provide an economic incentive in the form of a sales tax rebate, from sales tax received by the City during the operation of the Property to the Owner.

E. On June 17, 2025, the City passed Resolution No. 1093-2025 approving the Purchase and Sale Agreement between the Parties and authorizing the Parties to enter into a sub-agreement at Closing for a sales tax rebate during a defined operational period of the Project.

F. The corporate authorities of the City, after due and careful consideration, have concluded that the redevelopment of the Property will strengthen the continued development of the John Deere Road Corridor, increase the assessed valuation of the real estate, increase tax revenues, promote increased economic activity, increase employment opportunities, and otherwise be in the best interests of the City by furthering the public health, safety, and welfare of its residents and taxpayers.

Section 2. Definitions. Whenever used in this Agreement, the below capitalized terms shall have the following meanings:

A. "***Department***" or "***IDOR***" shall mean the Illinois Department of Revenue.

B. "***Maximum Payment***" shall mean an amount not to exceed Five Hundred Ninety-Five Thousand Dollars ($595,000.00).

C. "***Municipal Sales Tax Revenue***" shall mean the 2.25% sales tax received by the City, including the 1.00% portion of the tax currently imposed on municipal retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1, et seq., that is actually received by the City from the IDOR as a result of the payment of the Retailers' Occupation Tax from the Occupant's operation of its business at the Property. The sales tax received by the City shall also include the 1.25% Local Municipal Home Rule tax currently imposed on municipal retailers that is actually received by the City as a result of the payment by the Occupant from the operation of its business at the Property. Notwithstanding any other provision of this Agreement, and pursuant to the provisions of 65 ILCS 5/8-11-21, Municipal Sales Tax Revenue shall not include any portion of retailers' occupation taxes generated by retail sales on the Property if: 1) the tax on those retail sales, absent this Agreement, would have been paid to another unit of local government; and (2) the retailer maintains, within another unit of local government, a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

D. "***Sales Tax Commencement Date***" shall mean the first day of the next calendar month after the City's issuance of a certificate of occupancy or temporary occupancy permit for the Project.

E. "***Sales Tax Distribution(s)***" shall mean the distribution of Municipal Sales Tax Revenue pursuant to the terms of this Agreement.

F. "***Sales Tax Participation Period***" shall mean the period of up to seven (7) Sales Tax Years beginning on the Sales Tax Commencement Date.

G. "***Sales Tax Year(s)***" shall mean the twelve (12) consecutive month period starting on the Sales Tax Commencement Date and ending twelve (12) months later, and each consecutive succeeding twelve (12) month period thereafter.

Section 3. Sales Tax Distributions. Subject to Owner's compliance with this Agreement and the Limitations on the Sales Tax Distributions provided by Section 4 of this

Agreement, the City shall make Sales Tax Distributions as follows: (1) Eighty percent (80%) of the Municipal Sales Tax Revenue received to the Owner (the "***Owner Share***"); and (2) Twenty percent (20%) of the Municipal Sales Tax Revenue received to the City (the "***City's Retained Share***"). The calculation of the Municipal Sales Tax Revenue for each Sales Tax Year shall be made by the City on an annual basis within thirty (30) days after the City receives information from the IDOR pertaining to the Municipal Sales Tax Revenue payments received by the City for the Property for each of the twelve (12) months within each Sales Tax Year (the "***Municipal Sales Tax Revenue Calculation***"). Owner understands that the payment of Municipal Sales Tax Revenue to the City for a given month is controlled by the IDOR and typically occurs approximately three (3) months after the sale is made. The City shall pay the Owner Share to Owner on an annual basis within thirty (30) days after the Municipal Sales Tax Revenue Calculation is confirmed by the City for each Sales Tax Year

Section 4. Limitations on Sales Tax Distributions. The Sales Tax Distributions provided by Section 3 of this Agreement shall be subject to the following additional terms, conditions and limitations:

A. The total amount of the Owner Share shall not exceed the Maximum Payment;

B. The Owner Share shall terminate upon the expiration of the Sales Tax Participation Period, even if the total amount of the Owner Share has not equaled the Maximum Payment;

C. The City shall not be obligated to pay the Owner Share until the City receives payment of the Municipal Sales Tax Revenue from the IDOR, and Sales Tax Distributions shall be payable solely from Municipal Sales Tax Revenue that the City actually receives from the IDOR, and City shall not be obligated to pay any Sales Tax Distributions from any other fund or source;

D. If at any time during the Sales Tax Participation Period, the Occupant discontinues the operation of its business at the Property to the public for a period of more than one hundred eighty (180) consecutive days for any reason other than a casualty, condemnation, force majeure or permitted repair or renovation of the Property, then City may terminate this Agreement upon thirty (30) days notice.

E. Owner's compliance with this Agreement and applicable law including, but not limited to, Federal law, State law and Code requirements pertaining to the payment and reporting of Sales Tax.

F. Owner shall defend, indemnify and hold harmless City and City's officers, agents and employees from any and all actions, claims, damages, losses, costs and attorney's fees brought

against City under 65 ILCS 5/8-11-21.

Section 5. Reporting Requirements. At City's request Owner shall cause to be provided to the City the information as may be necessary for the City to determine the amount of Municipal Sales Tax Revenue due to the Owner under this Agreement. Owner agrees to compel the Occupant, via a provision in its lease with Occupant, to provide forms or documents that may from time to time become necessary for the City to receive the information from the IDOR that is necessary for the implementation of this Agreement. The City shall take all action as may be necessary to obtain the information from the IDOR to make the Municipal Sales Tax Revenue Calculation and to obtain payments of the Municipal Sales Tax Revenue from the IDOR.

Section 6. Owner's Representation of Need; Basis for Economic Incentive. The Owner expressly acknowledges, represents and warrants that the redevelopment of the Property cannot be undertaken, and no reasonably marketable terms can be established, without the economic incentives provided pursuant to the terms of this Agreement and that this representation and warranty is accurate and made in good faith. The Owner further acknowledges and agrees that the City is relying on the Owner's representation and warranty as a material basis for and inducement for the City to provide assistance, as provided in this Agreement, to the Owner for the completion of the redevelopment of the Project.

Section 7. Term. This Agreement shall expire on the earlier to occur of (1) payment by the City to the Owner of the Maximum Payment, or (2) the expiration of the Sales Tax Participation Period.

Section 8. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property, subject to the Requirements of Law and including without limitation the Building Code, at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, each party agrees to bear its own costs and expenses including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 9. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Moline
Attn: Bogdan Vitas Jr.
City Administrator
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to:

City of Moline
Attn: Bill Atkins
City Attorney
619 16th Street
Moline, IL 61265
batkins@moline.il.us

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

SCOUT CAPITAL GROUP
Attn: Thomas L. Milford
13100 Manchester Road, Suite 235
St. Louis, MO 63131
tmilford@scoutinvests.com

With a copy to:

Sandberg Phoenix & von Gontard P.C.
Attn: Andrew C. Ruben

120 S. Central Avenue, Suite 1600
Clayton, MO 63105
aruben@sandbergphoenix.com

B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

H. Amendment; Successors; Assignment; Captions; Further Assurances and Modifications. Neither any amendment, supplement, termination, consent, or waiver of any provision of this Agreement nor consent to any departure therefrom will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is

sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given. All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against the parties and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns. Owner may assign or transfer its rights and obligations (or any of them) under this Agreement without City's consent, but notice of any such assignment or transfer shall be given to City. Captions in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

I. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

J. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities. The Owner hereby warrants and represents to the City (i) that it is the record and beneficial owner of fee simple title to the Property, (ii) that no other Person has any legal, beneficial, contractual, or security interest in the Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.

L. Inclusion and Recording. Upon Closing, the Parties agree that this Agreement shall be included as an exhibit to the PSA as Exhibit C and the City shall promptly cause this Agreement to be recorded in the office of the Recorder of Rock Island County.

M. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Redevelopment and Economic Incentive Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

ATTEST:

By:_____
Name: _____
Its: City Clerk

CITY OF MOLINE,
an Illinois home rule municipal corporation

By:_____
Name: _____
Its: Mayor

SCOUT CAPITAL GROUP, LLC,
a Missouri limited liability company

By:_____
Name: Thomas L. Milford
Its: Managing Partner

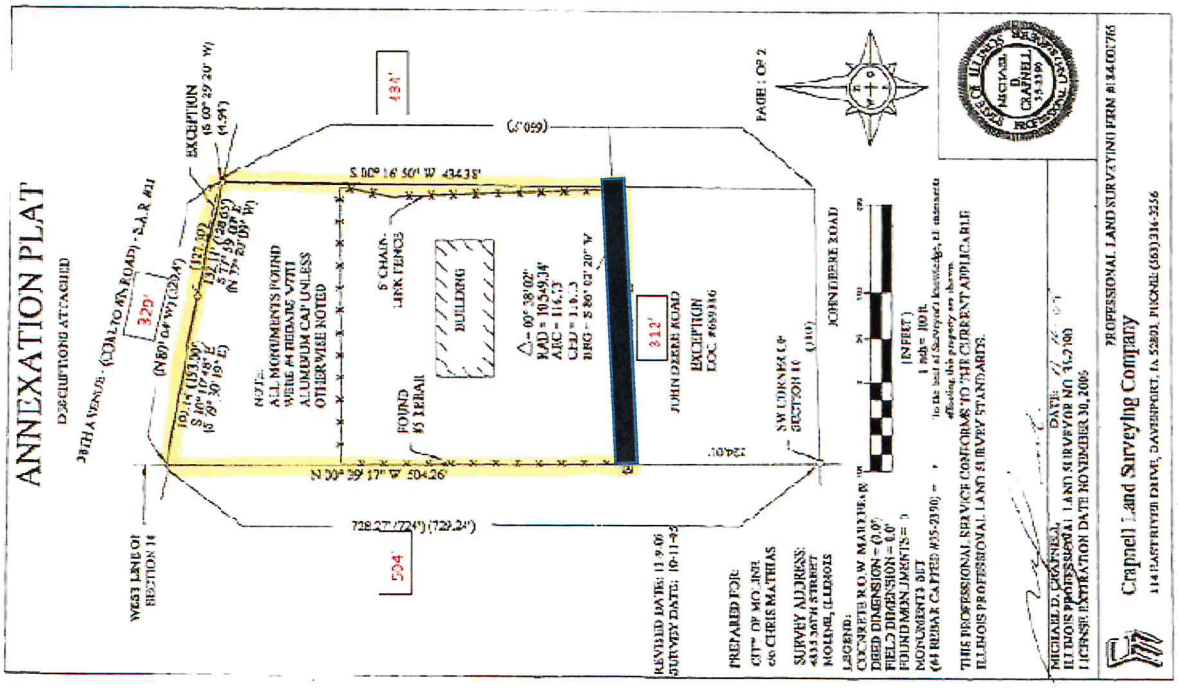
EXHIBIT A
PROPERTY

SUPVR ASST MAP LOT 305 SHEET 26 LESS:

That part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.0000714861, described as follows:

Commencing at a concrete monument at the southwest corner of said Southwest Quarter; thence North 02 degrees 24 minutes 20 seconds East, on the west line of said Southwest Quarter, 224.98 feet to the existing northerly right of way and access control line of a public highway designated FAP Route 595; thence South 87 degrees 04 minutes 31 seconds East, on said existing northerly right of way and access control line, 87.25 feet to the Point of Beginning.

From said Point of Beginning; thence North 87 degrees 54 minutes 57 seconds East, 224.94 feet to the existing westerly right of way line of a public road designated 35th Street; thence South 02 degrees 50 minutes 06 seconds West, on said existing westerly right of way line, 9.93 feet to said existing northerly right of way and access control line; thence westerly 116.66 feet on said existing northerly right of way and access control line on a curve to the left, having a radius of 9,648.65 feet, the chord of said curve bears South 88 degrees 08 minutes 57 seconds West, 116.66 feet; thence North 87 degrees 04 minutes 31 seconds West, on said existing northerly right of way and access control line, 107.84 feet to the Point of Beginning, containing 0.037 acre (1,623 square feet), more or less (area based on ground distances).situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."



AGENDA ITEM DETAIL
July 7, 2026

A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

SUGGESTED ACTION: This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a subsequent sale by Pretasky to a third party, allowing for seasonally optimal reinvestment and activation in 2026.

ATTACHMENTS:
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-EXP.pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-CB xg.pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-ATT1 (EXHIBIT B to SPORD).pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-ATT2 (EXHIBIT C to SPORD).pdf

A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Explanation: The City of Moline ("City") is the record title owner of the property legally described in Exhibit A, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("Property"). The City, through the Moline Parks and Recreation Board, originally leased the Property to a predecessor entity to Pretasky Roach Properties, LLC ("Pretasky") on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable, and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("Amended Lease"), attached hereto as Exhibit B, and which Amended Lease has been amended multiple times.

The Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease.

The City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms under a Personal Property and Real Estate Exchange, and Purchase Sale Agreement ("Agreement"), attached hereto as Exhibit C, that will convey real and personal property, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease.

City staff opines that it is in the City's best interest to terminate the Amended Lease for 4801 River Drive, substantially in the form of Exhibit B, and approve the Agreement, substantially in the form of Exhibit C, to advance the City's interests and promote the public health, safety, and welfare.

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a subsequent sale by Pretasky to a third party, allowing for seasonally optimal reinvestment and activation in 2026.

Staff Recommendation: Approval

Fiscal Impact: The City will receive $350,000 from the sale of the Restaurant Lot to Pretasky, due upon subsequent third-party sale. The City will net the cancellation of the equipment loan and note, as well as the additional rent obligation under the Amended Lease against the receipt of the marina improvements, valued equally, as outlined in the Agreement.

Council Bill/Special Ordinance No.
Sponsor:

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and

AUTHORIZING all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, pursuant to its home rule powers, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the City may lease real property for any term not exceeding ninety-nine (99) years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City. The City may only exercise this power if this Ordinance is passed by three-fourths (3/4) of the corporate authorities of the City holding office, at any regular meeting or any special meeting called for this purpose. Additionally, the City may authorize any municipal officer to make leases for terms not exceeding two (2) years in such manner as they may determine. 65 ILCS 5/11-76-1; and

WHEREAS, the City is the record title owner of the property legally described in Exhibit A, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("Property"); and

WHEREAS, the City, through the Moline Parks and Recreation Board, originally leased the Property to a predecessor entity to Pretasky Roach Properties, LLC ("Pretasky") on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable, and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("Amended Lease"), attached hereto as Exhibit B and incorporated herein by this reference, and which Amended Lease has been amended multiple times; and

WHEREAS, the Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish

Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease; and

WHEREAS, the City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms under a Personal Property and Real Estate Exchange, and Purchase Sale Agreement ("Agreement"), attached hereto as Exhibit C and incorporated herein by this reference, that will convey real and personal property, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease; and

WHEREAS, City staff opines that it is in the City's best interest to terminate the Amended Lease for 4801 River Drive, substantially in the form of Exhibit B, and approve the Agreement, substantially in the form of Exhibit C, to advance the City's interests and promote the public health, safety, and welfare.

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

Section 1 – **Recitals.** The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – **Termination.** The City Council hereby terminates the Amended Lease between the City and Pretasky for the lease of 4801 River Drive, substantially in the form of Exhibit B, which will be of no further force and effect as of the Effective Date of this Ordinance, which Effective Date is set forth in Section 6 of this Ordinance. As of the Effective Date of this Ordinance, all further obligations Pretasky had to pay rent or additional rent, as set forth in Exhibit D of the Amended Lease to the City, are hereby terminated.

Section 3 – **Approval.** That the Mayor and City Clerk are hereby authorized to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sales Agreement, for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC; provided, however, that the Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit C. In addition, all appropriate City officers and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Section 4 – Conflicts. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5 – **Severability.** All provisions of this Ordinance shall be deemed severable. In the event any provision of this Ordinance, or any application thereof, shall be found invalid or

unenforceable, such finding shall not affect all other provisions of this Ordnance and all other lawful applications thereof.

Section 6 – **Effective Date.** 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

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

EXHIBIT A

Common Address: 4801 River Drive, Moline, IL

PIN: 08-35-100-003

Legal Description:

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6 AND PART OF SUBLOT 3 IN LOT 6 OF LECLAIRE'S RESERVE, LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

EXHIBIT B

4801 River Drive Amended Lease Agreement

(Appended on the following pages)

EXHIBIT C

Personal Property and Real Estate Exchange and Purchase Sale Agreement By and Between the City of Moline and Pretasky Roach Properties, LLC

(Appended on the following pages)

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48 EXHIBIT B

Council Bill/Special Ordinance No. 4059-2018
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Amended Lease Agreement between the City of Moline and Pretasky Roach Properties, LLC for the Marquis Marina and Captain's Table property.

WHEREAS, the Moline Park and Recreation Board and the Lessee previously entered into a lease agreement dated November 8, 1991, with several amendments thereto in subsequent years for a marina and restaurant located at 4801 River Drive; and

WHEREAS, there was a fire at the premises on January 15, 2018, that resulted in the complete destruction of the restaurant known as The Captain's Table, and the City of Moline and Pretasky Roach Properties, LLC (collectively, the "Parties") seek to cooperatively re-build the restaurant and operate it and to review the existing lease prior to its expiration given the intervening fire; and

WHEREAS, a new lease was executed between the Parties on July 17, 2018, but this lease proved untenable once estimated construction costs were determined, and the project needed to be substantially scaled back due to unknown subsurface issues that greatly increased the estimated project cost; and

WHEREAS, this Amended Lease Agreement 1) extends the term of the lease to 30 years; 2) adds language to the section regarding dredging of the harbor that should an alternative funding source for dredging become available, such as the Army Corps of Engineers, any funds held in escrow for dredging will be remitted to the City; 3) deletes the provision for any additional graduated rent based on revenue but permits the City to keep the 1% business district tax that is to be implemented to be used by the Parks Department for maintenance of the bike path and riverfront in the area of the Business District for the term of the lease; and 4) adds Pretasky Enterprises LLC, the parent organization to Pretasky Roach Properties LLC, as a Guarantor on the Lease; and

WHEREAS, the City believes that this Amended Lease Agreement between the Parties for the Marquis Marina and Captain's Table property is in the best interests of the City and its residents; and

WHEREAS, this Amended Lease Agreement supersedes and replaces the July 17, 2018, lease.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Amended Lease Agreement between the City of Moline and Pretasky Roach Properties, LLC for the Marquis Marina and Captain's Table property; provided, however, that said Amended Lease Agreement is

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

DocuSigned by:

Mayor 3CBA499A402...

November 27, 2018
Date

Passed: November 27, 2018

Approved: December 4, 2018

Attest: _____
City Clerk

Approved as to Form:

DocuSigned by:

City Attorney 04...2...

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT made this _____ day of 11/24/2018, 2018, (hereinafter "Lease" or "Agreement") by and between the City of Moline, Illinois, a municipal corporation, as City, with the approval and consent of the Moline Park and Recreation Board, (hereinafter "City") and Pretasky Roach Properties, LLC, a North Carolina Limited Liability Corporation authorized to do business in Illinois (hereinafter "Lessee") (hereinafter collectively "Parties").

WHEREAS, the Moline Park and Recreation Board and the Lessee previously entered into a lease agreement dated November 8, 1991, with several amendments thereto in subsequent years for a marina and restaurant located at 4801 River Drive ("the Premises"); and

WHEREAS, the term of the 1991 lease agreement expires April 30, 2020; and

WHEREAS, there was a fire at the location on January 15, 2018, that resulted in the complete destruction of the restaurant known as The Captain's Table on the premises, and the Parties seek to cooperatively re-build the restaurant and operate it and to review the existing lease prior to its expiration given the intervening fire; and

WHEREAS, the Parties agreed to make certain changes to the lease terms and executed a new lease on July 17, 2018. This Amended Lease Agreement supersedes and replaces the July 17, 2018, lease.

NOW THEREFORE, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, City does hereby demise, lease, and let unto said Lessee those certain Premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

Section 1: PREMISES

In consideration of the mutual promises, covenants, and conditions herein set forth, City hereby leases to Lessee and Lessee hereby leases from City the premises which are legally described as follows:

See Exhibit A

And commonly known as the Marquis Harbor Marina and the Captain's Table Restaurant and related parking areas immediately adjacent to said property, 4801 River Drive, Moline, Illinois 61265 (the "Premises").

Section 2. TERM

2.1 Term. The Initial Term of this Lease shall be for the period of 30 years commencing on the Term Commencement Date and terminating on the last day of the last month of the Term. "Lease Term" or "Term" shall mean the Initial Term.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

2.1.1 City agrees to deliver and Lessee agrees to accept from City possession of the Premises upon substantial completion of City's Work as described in Exhibit B. Within 14 days after notice from City, Lessee shall execute and deliver to City a confirmation letter similar to the form attached hereto as Exhibit C confirming 1) Lessee's possession of the Premises, which is the Term Commencement Date; 2) the Rent Commencement Date, which shall be 90 days after the Term Commencement Date; and 3) and any other terms reasonably requested by City. All obligations with respect to construction of the Premises are set forth in Exhibit B and all work not specified as City's Work therein shall be performed by Lessee at Lessee's sole cost and expense, except as may be expressly stated to the contrary.

2.1.2 City's Work shall be deemed approved by Lessee on the Term Commencement Date, unless prior to the Rent Commencement Date, City receives written notice from Lessee of a defect in the work. Any disagreement arising between City and Lessee about the work to be performed by City shall be resolved by the decisions of City's architect.

2.1.3 Despite the Term Commencement Date occurring after the date hereof, this Lease shall be a binding contractual obligation effective upon the execution and delivery hereof by City and Lessee(b) as of the first date following such full execution and delivery that either Lessee or any contractor, subcontractor, employee, agent, licensee, or invitee of Lessee enters the Premises for any purpose whatsoever, including, without limitation, for moving into the Premises or performing any Lessee's Work, all of the terms and provisions of this Lease (except as excluded by this Lease) shall apply with respect thereto.

2.1.4 Lessee shall diligently prosecute and complete Lessee's Work pursuant to the terms of Exhibit B. If any of Lessee's Work required contractors or subcontractors, Lessee shall provide lien releases in a form and detail satisfactory to City, in recordable form, and in conformance with the requirements of Illinois law. All Lessee's Work shall, for purposes of this Lease, be conclusively deemed to constitute alterations, changes, and improvements made to the Premises by Lessee.,

2.2 Lease Year. For the purpose of this Lease and the anniversary dates for rental adjustments, the first Lease Year shall be defined as follows:

(a) If the Term commences on the first day of a calendar month, the first Lease Year shall end on the day immediately preceding the first anniversary of the Term Commencement Date;

(b) If the Term commences on a day other than the first day of a calendar month, the first Lease Year shall be the partial month of the Term Commencement Date and the next 12 full calendar months;

For the purpose of the remainder of the Term, "Lease Year" shall mean each consecutive 12-month period following the first Lease Year.

2.3 Termination of prior agreement: On the Term Commencement Date of this Lease as set forth above, and only if this lease is fully executed, the Parties hereby agree that the prior lease agreement between the Moline Park and Recreation Board and the Lessee dated November 8, 1991, and all addendums thereto, shall be and hereby is terminated.

3. RENT.

3.1 Rental Payment. Lessee shall pay to City the Rent set forth in Exhibit D in advance in monthly installments on or before the first day of each and every month of the Lease Term from and after the Rent Commencement Date; provided, however, the first month's Minimum Rent shall be payable by Lessee upon execution of this Lease. All Rent shall be payable without demand, deduction, or offset to City at the address stated or to such other persons or at such other places as City may designate in writing. In addition to Minimum Rent hereunder, Lessee shall pay, as Additional Rent (whether or not so designated herein), all sums of money required to be paid by Lessee under this Lease in a manner and at the place provided in this Lease. All amounts of Minimum Rent and Additional Rent (also collectively "Rent" or "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Lessee to City.

3.2 Security Deposit. Concurrent with Lessee's execution of this Lease, Lessee shall furnish City with a security deposit in the amount of two months' base rent, which is $5,666.66. If Lessee defaults in the performance of any provision hereof, City may use, apply, or retain any part thereof for the payment of any Rent or other sum in default; for the payment of any other amount which City may spend or become obligated to spend by reason of Lessee's default; or to compensate City for any loss or damage which City may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within 30 days after receipt of written demand therefor, deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount. City shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. Provided Lessee is not in default under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration or sooner termination of the Lease Term and after delivery of exclusive possession of the Premises to City in the condition required by this Lease. If City transfers its interest in the Premises during the Term, City may assign the Security Deposit to the transferee and, upon delivery to Lessee of notice thereof, City shall be discharged from any further liability relative thereto, and Lessee shall look solely to the transferee for return of the Security Deposit.

4. TAXES.

4.1 General. The term "Real Property Taxes" shall include, without limitation, any general or special assessment tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority, including any government or any school, agricultural, lighting, fire protection, police protection, street, sidewalk and road maintenance, refuse removal, sewer, storm drain, or recycled water facilities, or governmental services previously provided without charge (or for a lesser charge) to property owners and occupants or other improvement or special assessment district or any agency or public body, as against any legal or equitable interest of City in the Premises or arising out of Lessee's use, occupancy, or possession of the Premises or that are attributable to the Premises, together with the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds, and appeals for the period covered during the Lease Term. Lessee's liability with respect to such taxes and assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its commencement or expiration (or sooner termination). Lessee shall pay all Real Property Taxes for the Premises when due and payable. Lessee shall pay any and all taxes levied and assessed upon any personal property, buildings, fixtures

and improvements belonging to Lessee and located upon said d Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

5. INSURANCE; INDEMNITY; SUBROGATION.

5.1 PROOF OF COVERAGE

(a) Lessee shall deliver to City certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on the Term Commencement Date and thereafter at least 30 days before the expiration dates of expiring policies.

5.2 FIRE, CATASTROPHE, DISASTER INSURANCE

(a) The City shall insure any buildings or structures by carrying insurance for Fire, Theft, Vandalism and Extended coverage. Said coverage shall meet the standard requirements as set forth by the Moline Park and Recreation Board and/or the City of Moline.

(b) Lessee shall have no duty to insure the building itself or Improvements. Improvements shall include, but not be limited to, such things as additions, repairs, or renovations to the interior or exterior of the building for the betterment of Lessee's use. Lessee will insure Lessee's contents and personal property. The parties understand that coverages may overlap as improvements made by Lessee may become fixtures of the building and therefore be covered under both City's policy and Lessee's policy. If there is an overlap in coverages, the parties agree that the Lessee's coverage shall provide primary coverage. Said coverage shall meet the standard requirements as set forth by the Moline Park and Recreation Board and/or the City of Moline. City shall have NO DUTY to insure Lessee's possessions or to replace same in the event of fire or any other damage or loss caused by calamity, disaster, vandalism or theft.

5.3 LIABILITY INSURANCE AND INDEMNIFICATION BY LESSEE

(a) Lessee shall, throughout the term of this Lease, and at Lessee's expense, carry and keep in full force and effect general liability insurance with respect to its activities on the Premises with a carrier and in a form satisfactory to City, which policy or policies shall:

(i) Have commercial general liability insurance coverage with limits not less than:
(1) One million dollars ($1,000,000) for bodily injury or death to each person;
(2) One million dollars ($1,000,000) for property damage resulting from any one accident;
(3) One million dollars ($1,000,000) for all other types of liability; and
(4) Two million dollars ($2,000,000) aggregate;

(ii) Name City as an additional insured party;

(iii) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving City thirty (30) days' written notice;

(iv) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; City shall have no duty to insure Lessee's

possessions, the possessions of Lessee's guests, invitees or permittees, or replace same in the event of any calamity or other disaster;

(v) To the extent possible, each such policy of insurance shall contain a waiver of subrogation provision;

(vi) Not extend to acts or occurrences occurring outside the Premises or which were unrelated to Lessee's actions or business;

(vii) If Lessee sells alcoholic beverages from the Premises, Lessee shall maintain a customary policy of liquor liability insurance with limits no less than those required above with respect to Lessee's commercial general-liability insurance.

(b) Lessee shall, throughout the term of this Lease, and at Lessee's expense, carry and keep in full force and effect worker's compensation insurance for all employees, contractors and subcontractors, and their employees, in accordance with and in statutory limits established under Illinois law with limits not less than Five Hundred Thousand Dollars ($500,000) per occurrence and Five Hundred Thousand Dollars ($500,000) aggregate.

(c) Lessee shall also provide certification that any underground storage tanks located on the Premises are in compliance with State Fire Marshall's inspection schedule and maintenance and upgrading requirements.

(d) Lessee agrees to indemnify and hold harmless City, its agents, employees, assigns or beneficiaries from and against any and all losses, damages, expenses, liabilities, demands and causes of action and any expense, including reasonable attorney fees, incidental to the defense thereof by the City due to or arising out of:

(i) Any violation or non-performance of any covenant, condition or agreement to be fulfilled, kept or observed and performed, by Lessee;

(ii) Any damage to the property occasioned by Lessee or one of Lessee's agents or employees negligence; and

(iii) Any injury, including death, to person or persons arising out of or in the course of the use and occupancy of the Premises or any thereof claimed to have been caused by the negligence of Lessee, its officers, agents, or employees, or the officers, agents, or employees of a subcontractor, whether arising directly or indirectly out of the use and occupancy of the Premises.

(e) Lessee shall not be liable for, other than for payment of insurance premiums for policy or policies described above, nor shall Lessee indemnify, defend and hold harmless City, its agents, employees, assigns, beneficiaries from any and all loss, damage, expense, liabilities, demands or causes of action and any and all expenses, including reasonable attorney fees, incidental to the defense thereof by City, resulting from consequences of a tortuous or negligent act of City or its agents, employees, assigns or beneficiaries.

6. USE.

6.1 Use Defined. The Premises shall be used as a public restaurant/bar with outdoor dining/entertainment and public marina only and for no other purpose or use. Lessee shall operate its

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

business at the Premises in a first-class manner under the trade name the Captain's Table and Marquis Harbor Marina, and shall not change its trade name without City's prior consent, which shall not be unreasonably withheld, nor shall Lessee operate its business in a manner or for such a use as would be inconsistent with its intended use. Lessee shall use the Premises in such a way as not to create a nuisance or cause the cancellation of any insurance policy covering the Premises. Lessee shall keep the Premises, front and rear walkways adjacent to the Premises, and any service delivery facilities allocated for the use of Lessee clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises or in designated refuse areas. The failure by Lessee to use the Premises pursuant to this Article 5 shall be considered a default under this Lease, and City shall have the right to exercise any and all rights and remedies provided herein or by law.

6.2 Marina Slips. Lessee agrees to give residents of Moline priority to lease a slip, if a vacancy occurs.

6.3 Slip for Moline Fire Department Boat. Lessee agrees to give the Moline Fire Department a covered slip in the "C" or "D' dock free of charge for the term of this Lease unless there are no vacancies in either of these docks, in which case, the Moline Fire Department shall pay current fees for use of the slip.

6.4 Prohibited Uses. The Premises shall not be used for any use that is inconsistent with the operation of a restaurant and marina. Without limiting the generality of the foregoing, the following uses shall not be permitted in the Premises: (a) any use that emits an obnoxious odor, noise, or sound that can be heard or smelled outside of the Premises, except outdoor entertainment and music shall be permitted as long as in compliance with the City's Code of Ordinances as to noise; (b) use as a storage warehouse operation (including but not limited to a self-storage facility) and any assembling, manufacturing, distilling, drilling, refining, smelting, agricultural, mining, or other industrial operation; (c) any secondhand store or surplus store, flea market, swap meet, or similar operation primarily selling used goods; (d) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance, in accordance with City's regulations and approval in such regard); (e) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the Premises, if any, and any recycling facility required by applicable law, code, regulation, requirement, or ordinance with an otherwise permitted use); (f) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; (g) any central laundry, dry-cleaning plant, or laundromat; (h) any automobile, truck, trailer, or recreational vehicle service or body shop repair operation or sales or leasing operation (including any automobile service center or lubrication facility); (i) any residential use or lodging, including but not limited to single-family dwellings, townhouses, condominiums, other multifamily units, hotels, motels, and other forms of living quarters, sleeping apartments, or lodging rooms; (j) any veterinary hospital or animal raising or boarding facilities; (k) any mortuary or funeral home; (l) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (including any so-called "headshop") or that exhibits live, or by other means to any degree, nude or partially clothed dancers or waitstaff, and/or any massage parlors or similar establishments; (m) any carwash; (n) any pool or billiard hall; or (o) any training or educational facility, including but not limited to beauty schools, barber colleges, library, or reading rooms (except as incidental to the retail sale of books, magazines, and newspapers), places of instruction, or other operations catering primarily to students or trainees rather than to customers.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

7. MAINTENANCE, REPAIRS, ALTERATIONS.

7.1 Lessee's Obligations. Subject to City's obligations as expressly set forth in this Lease, Lessee, at its sole cost and expense, shall make all repairs and/or replacements to the Premises and shall keep at all times the Premises in good order and repair, including without limitation the roof, the interior and exterior walls, storefront; all doors; plate glass; all plumbing, heating, ventilating, and air-conditioning (HVAC); electrical; walk-in coolers; kitchen hood vent; docks; and lighting facilities and equipment within the Premises or exclusively serving the Premises. Lessee shall keep and maintain the Premises in accordance with the requirements of applicable laws concerning the manner, usage, and condition of the Premises and appurtenances to the Premises, as the same shall be in effect from time to time including, but not limited to, snow removal, landscaping and lawn mowing. Lessee shall also be responsible for the repair of any and all damage to the Premises caused by any act of Lessee or its employees, agents, or contractors and for any repairs necessitated by alterations, additions, or improvements made by or on behalf of Lessee. If Lessee fails to perform any of its obligations, City may, at its option, after 30 days' written notice to Lessee, enter the Premises and put the same in good order and repair, and the cost of City's work, together with an administrative fee of 10 percent of such costs, shall become due and payable as Additional Rent by Lessee to City. Notwithstanding any provision of this Lease to the contrary, neither Lessee nor any sublessee, licensee, contractor, customer, agent, employee, or representative of Lessee shall penetrate the walls or roof of the Premises for any purpose at any time without City's prior written consent, which may be withheld in City's sole and absolute discretion, and then only in strict conformance with any conditions of such consent (including, without limitation, the use of such contractors as City shall require), as City shall impose.

7.2 Dredging of Harbor. Lessee agrees to assume all cost and liability for the dredging of the harbor and shall be responsible for maintaining adequate harbor depth at the entrance to the harbor, in the main channel of harbor and beneath slips and for maintenance of the protective breakwater. Lessee agrees to maintain a minimum depth of 4 feet at harbor and docks at all times. Lessee further agrees to set aside 5% of gross dockage fees in a separate escrow account to be reserved for dredging purposes and will provide an account balance to Lessor upon request. Failure to maintain the account and maintain the minimum depth shall be a material breach of the lease. At the termination of this Lease, Lessee agrees to assign all proceeds kept in escrow for dredging to the subsequent lessee of the harbor within 30 days of termination. Should an alternative funding source for dredging become available at any time during the Lease, such as by the Army Corps of Engineers, the Lessor shall be entitled to all proceeds that are in the escrow account at that time.

7.3 Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to City in good and broom-clean condition, with all of Lessee's trade fixtures, signs, and personality removed, excepting ordinary wear and tear and damage that is caused by fire or other casualty that City is obligated to repair.

7.4 Alterations. Lessee shall not make any structural repairs or alterations of the Premises. Lessee shall not make any nonstructural repairs or modifications of the Premises costing in excess of $25,000 in the aggregate without City's prior written consent which shall not be unreasonably withheld. Lessee shall not make any alterations that affects the electrical, HVAC, or other utility or mechanical systems serving the Premises, or the exterior walls or roof of the Premises (including roof penetrations), without the prior written consent of City. Upon the prior written approval of City, Lessee shall have the right

during the Term to make interior alterations, changes, and improvements in the Premises (except structural, electrical, mechanical, or roof alterations, changes, and improvements) that are necessary for the conduct of Lessee's business and for full beneficial use of the Premises, provided Lessee shall (a) pay all costs and expenses; (b) make the alterations, changes, and improvements in a good and workmanlike manner, with new materials of first-class quality and in accordance with City's specifications with respect thereto and otherwise in accordance with applicable Laws; (c) provide City reasonable assurances, prior to beginning the alterations, changes, and improvements, that payment for the same shall be timely made by Lessee; and (d) obtain and maintain during construction the proper insurance coverages commonly required therefor.

Security Interest in Personal Property. As a separate but related transaction, Lessee shall borrow up to $150,000 from the City through the City's Revolving Loan Fund for equipment for the restaurant. The City will record a security interest on equipment purchased as part of the loan agreement. A default of the loan agreement shall be considered a default under this Lease.

8. UTILITIES.

8.1 Obligation To Pay. Lessee shall pay for all water, gas, electricity, and other utilities used by Lessee during the Lease Term, all of which shall be measured through meters or submeters to be installed by City and maintained by Lessee.

8.2 City's Responsibility. As part of the rebuild of the Captain's Table, City agrees to replace the water line to the Premises and to install a double valve so as to prevent a stoppage in water service to the Premises. City shall not be liable for, and Lessee shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities. Lessee agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Lessee requires additional utility facilities, installation of the same shall be at Lessee's expense, but only after City's written approval of same. City shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. Except as otherwise provided herein, no failure, stoppage, or interruption of any utility or service shall be construed as an eviction of Lessee, nor shall it relieve Lessee from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, City shall use its reasonable efforts to attempt to restore all services promptly.

9. MECHANICS LIENS. Lessee shall keep the Premises free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Lessee or for persons claiming under Lessee, and Lessee shall indemnify and save City free and harmless from and against any Claims arising from or relating to the same. If Lessee fails to remove, insure over, bond over, or satisfy any such encumbrance, mechanics lien, stop notice, or claim with work performed by or on behalf of Lessee within 30 days after written notice by City, City shall have the right (but not the obligation), in addition to any other rights or remedies of City, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed, or removed, including, without limitation, posting a bond. Any such sums paid by City, including attorneys' fees and bond premiums, shall be immediately due and payable to City by Lessee. Lessee shall immediately give City notice of any encumbrance, claim, demand, stop notice, or lien made or filed against the Premises and/or any action affecting title to the Premises. The parties

agree this Agreement or a memorandum thereof shall be filed in the office of the Recorder of Deeds of Rock Island County, Illinois, at City's expense.

10. ASSIGNMENT AND SUBLETTING.

10.1 City's Right of Consent. Except as otherwise provided herein, Lessee shall not transfer; assign; sublet; enter into any franchise, license, or concession agreements; change ownership; mortgage; encumber; pledge; or hypothecate all or any part of this Lease, Lessee's interest in the Premises, or Lessee's business (collectively "Transfer") without first obtaining City's written consent, which shall not be unreasonably withheld. Should Lessee desire to make a Transfer hereunder, Lessee shall give City 30 days' prior written notice thereof (Lessee's Notice), which shall (a) state that Lessee intends to Transfer the Lease as of a specific date (Transfer Date); (b) identify the proposed transferee; (c) set forth all material terms and conditions of the proposed Transfer; (d) provide a description of the proposed use of the Premises by the proposed transferee, including any required or desired alterations or improvements of the Premises that may be undertaken by such transferee to facilitate its proposed use; (e) be accompanied by certified financial statements of the proposed transferee or such other documentation or information relating to the financial strength and creditworthiness of the proposed transferee; (f) be accompanied by similar information for any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease; and (g) be accompanied by any other information, documentation, or evidence that may be reasonably requested and accepted by City. City will exercise its reasonable consent in conjunction with City's evaluation of the contents of the Lessee's Notice, and City's reasonable disapproval thereof shall constitute reasonable grounds for disapproval of the Transfer. Any Transfer other than as permitted in this section shall be null and void. Notwithstanding the above, acceptance of any payment of rent and other charges by City from any party other than Lessee named herein shall not be deemed a consent to a Transfer or a waiver of any of City's rights with any proposed Transfer hereunder.

10.2 Permitted Transfers. Notwithstanding anything to the contrary in this Article 10, Lessee shall have the right, without City's consent, to assign the Lease to any parent, affiliate, or subsidiary corporation, provided that within 30 days after the effective date of any such transfer the Transferee executes and delivers to City an instrument containing an express assumption of all of Lessee's obligations under this Lease, such Transferee continues to operate the Premises as required under this Lease, and such Transferee has a net worth sufficient to operate the business and perform its obligations under this Lease. Lessee's members or owners shall have the right to transfer and sell any or all ownership interest in Pretasky Roach Properties, LLC to a third party without the consent of the City. Pretasky Roach Properties, LLC shall have the right to mortgage the boat slips without consent of Lessor.

10.3 Release of Lessee. Should Lessee make a Transfer as permitted in this Article 10, Lessee shall be released from Lessee's other obligations under this Lease. With respect to any Transfer permitted in this Article 10.1, such Transfer shall not be valid or effective unless and until Lessee delivers to City a copy of a written agreement in form and substance satisfactory to City pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of the Lessee under this Lease, and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms, and conditions of this Lease.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

11. RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER

In the event that the Premises in question is destroyed or rendered unusable by fire, calamity, disaster, or condemnation, the City may immediately terminate this Lease by serving written notice on Lessee. In lieu thereof, the City may choose to repair. City's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Lessee. City's repair obligations shall in no way include any construction obligations originally imposed on Lessee or subsequently undertaken by Lessee. In the event that it is reasonably estimated that the repairs cannot be accomplished within four (4) months, the Lessee shall have the right to terminate the Lease upon delivery of a written notice to the City. Further, the City shall have the right to demand that the Lessee advise in writing within (30) thirty days whether Lessee intends to terminate Lease under the terms of this section. Rent shall abate during the time when the Premises is unusable. If only a portion of the leased Premises becomes unusable, rent shall abate only on that portion of the Premises.

12. DEFAULTS, REMEDIES.

12.1 Lessee's Default. Lessee shall be in default in the event of any of the following: (a) if Lessee fails to make any payment of Rent, Additional Rent, or any other sum or amount payable hereunder and such failure shall continue for 30 days after written notice by City; (b) if Lessee fails to perform any other obligation to be performed by Lessee hereunder and such failure shall continue for 30 days after written notice by City; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Lessee shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Lessee abandons or vacates the Premises; (d) if Lessee files a petition or institutes any proceedings under the Bankruptcy Code; (e) if Lessee ceases to conduct business; (f) if any guarantor of Lessee's obligations hereunder under any guaranty of this Lease is in default;(f) if any such proceeding of similar kind or character is filed against Lessee; or (g) if Lessee is in monetary default 3 times in any 6-month period. Any notice given by City pursuant to clauses (a) or (b) of this §12.1 shall be in lieu of, and not in addition to, any notice required under the forcible entry and detainer provisions of Article IX of the Code of Civil Procedure, 735 ILCS 5/9-101, et seq. (Forcible Entry and Detainer Statute), or of any similar superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by the Forcible Entry and Detainer Statute or any similar or successor statute.

12.2 Remedies in Default.

12.2.1 In the event of a default by Lessee, City, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person, may (a) terminate this Lease and Lessee's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (City may continue the Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises.

12.2.2 Lessee's right to possession shall not be deemed to have been terminated by efforts of City to re-let the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry on the Premises, appointment of a receiver to protect City's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless City shall have notified Lessee in writing that City has so elected to terminate this Lease. In the event of any entry or taking possession of the Premises as aforesaid, City shall have the right, but not the obligation, to (a) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Lessee and/or (b) erect a barricade and partition the Premises at the expense of Lessee.

12.2.3 Should City elect to terminate this Lease pursuant to the provisions of clauses (a) or (c) of §12.2.1 above, City may recover from Lessee as damages the following: (a) any unpaid Rent and other charges at the time of termination; plus (b) unpaid Rent and other charges for the balance of the Lease Term and other charges that Lessee proves could have been reasonably avoided; plus (c) any other amount necessary to compensate City for all of the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

12.2.4 If City shall elect to re-let, rentals received by City from such re-letting shall be applied first to the payment of any indebtedness (other than Rent) due hereunder from Lessee to City; second, to the payment of any cost of such re-letting (including brokerage commissions); third, to the payment of the cost of any alterations and repairs to the Premises required to re-let the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future Rent as the same may become due and payable hereunder. Should re-letting, during any month to which such Rent is applied, result in the actual payment of rentals at less than the Rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to City immediately upon demand therefor by City. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to City, as soon as ascertained, any costs and expenses incurred by City in such re-letting or in making such alterations and repairs not covered by the rentals received from such re-letting.

12.2.5 Lessee hereby waives for Lessee and for all those claiming under Lessee all right, now or hereafter existing, to redeem by order or judgment of any court or by any legal process or writ Lessee's right of occupancy of the Premises after any termination of this Lease.

12.3 Default by City. If City terminates this Lease without cause or if the City fails to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by City, within 30 days after written notice by Lessee to City of said failure, shall be deemed a default by City (except that when the nature of City's obligation is such that more than 30 days are reasonably required for its performance, then City shall not be deemed in default if it commences performance within the 30-day period and thereafter diligently pursues the cure to completion). Lessee's sole remedy for breach of this Lease by City shall be an action at law for damages, injunction, specific performance, or termination of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall have no right to terminate this Lease on account of any breach or default by City, unless termination is granted by a court of competent jurisdiction. In no event shall City be liable for consequential damages, nor shall Lessee be excused from the payment of Rent due hereunder as a result of any default by City.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

13. OBSERVANCE OF LAWS AND CODES

13.1 Generally. The Premises shall not be used in any manner where the use would violate federal law, state law, municipal ordinance, or any rule or regulation enacted pursuant to any of the above. Lessee shall perform all work in compliance with all applicable laws, rules and regulations. The Premises shall not be used in any way which would increase the insurance coverage rates. Any construction connected with utilities must be granted approval by City inspector and work be completed by licensed and bonded contractors. Permits, if required, must be obtained for any work to be completed. Lessee is responsible for obtaining and paying for all food and liquor licenses and any other license necessary to operate its business on the Premises.

13.2. Compliance with Environmental Laws. Lessee shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises; provided Lessee shall have the right to maintain on the Premises such Hazardous Materials as are reasonably necessary for the conduct of Lessee's business and the proper maintenance of the Premises as long as such Hazardous Materials are used and stored in compliance with all federal, state, and local laws, statutes, ordinances, orders, rules, regulations, and requirements (Requirements) of all governmental and quasi-governmental authorities (Authorities) with jurisdiction and all regulations relating to Hazardous Materials. At all times and in all respects, Lessee and Lessee Parties shall comply with all Requirements. Lessee is permitted to keep gasoline, petroleum derivatives and other combustible fuels, liquids and materials as may be required to operate the Premises as well as tanks for storage of said materials as long as done in compliance with this section. As used in this Lease, "Hazardous Materials" shall mean any hazardous, toxic, or radioactive substance, material, matter, or waste that is or becomes regulated by any Environmental Regulation and shall include asbestos, petroleum products, radon gas, polychlorinated biphenyls (PCBs), and all substances classified under the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act of 1976 (RCRA) as amended, 42 U.S.C. §6901, et seq.; and all environmental protection statutes of the state and municipality in which the Premises are located.

13.2.2 If at any time during or after the Lease Term Hazardous Materials are found to exist in or on the Premises (including the soils and underground water) or to have contaminated the soils, air, or underground water of the Premises, then at City's option either (a) Lessee, at its sole cost and expense, shall promptly remove such Hazardous Materials and take all such remedial action required by all Requirements of all Authorities or (b) City can undertake the foregoing work, and Lessee shall reimburse City for the actual cost thereof, plus an administrative fee of 10 percent, within 30 days after City's presentation of an invoice to Lessee therefor. Notwithstanding the foregoing, City, at its sole cost and expense, shall arrange for the necessary removal and/or remediation if Lessee can prove that the Hazardous Materials were present in or on the Premises before the date of this Lease and that such removal and/or remediation was not necessitated by any work or any other activity performed by Lessee.

13.2.3 Lessee shall indemnify, defend, protect, and hold City and each City Party free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and expenses (including attorneys' fees), arising from or caused in whole or in part, directly or indirectly, by the failure of Lessee or any Lessee Party to comply with the terms of this Article or the use, analysis, storage, transportation,

disposal, release, threatened release, discharge, or generation by Lessee or any Lessee Party of Hazardous Materials to, in, on, under, about, or from the Premises including, without limitation, any buildings located thereon. The terms of the indemnification by Lessee set forth in this §13.2.3 shall survive the expiration or earlier termination of this Lease.

14. HOLDING OVER. If Lessee, with City's consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable upon 30 days' prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend, and Monthly Minimum Rent, which shall be equal to 120 percent of the Monthly Minimum Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by City of Rent (or partial payment of Rent) after such expiration or earlier termination without City's written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension of the Term or a waiver of any of City's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (a) City expressly reserves the right to require Lessee to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover, the right to reenter the Premises and the right to assert any remedy at law or in equity to evict Lessee and collect damages with any such holding over and (b) Lessee shall indemnify, defend, and hold City harmless from and against any and all claims, demands, actions, losses, damages, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees, consultants' fees, and court costs incurred or suffered by or asserted against City by reason of Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease in accordance with the provisions of this Lease. City shall have no duty whatsoever to notify or remind Lessee of any pending expiration of this Lease.

15. LATE CHARGE AND INTEREST.

15.1 Late Charge. Lessee hereby acknowledges that late payment by Lessee to City of Rent and other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Lessee shall not be received by City's designee on the date such Rent or other sums are due City, Lessee shall pay to City a late charge equal to 10 percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Lessee. In addition, Lessee shall pay to City any attorneys' fees and expenses incurred by City by reason of Lessee's failure to pay Rent and/or other charges when due hereunder.

15.2 Interest. Any sum due and payable to City under the terms of this Lease that is not paid when due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum interest rate equal to the lesser of (a)10 percent per annum or (b) the maximum rate allowed by applicable usury law.

16. QUIET ENJOYMENT. As long as Lessee is not in default hereunder, then, subject to the other terms and conditions of this Lease, Lessee shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from City, subject to the provisions of this Lease and to the

provisions of any (a) easements, licenses, covenants, conditions, and restrictions of record, including without limitation, any and all reciprocal easement agreements, development agreements, declarations of covenants, conditions, and restrictions of record, as the same may be amended or modified from time to time. City reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as City deems necessary or desirable and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises. At City's request, Lessee shall join in the execution of any of the aforementioned documents.

17. RIGHT OF ENTRY. City and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose without diminution or abatement of Rent. During the last 180 days of the Lease Term, City shall have the right to show the Premises to prospective Lessees upon reasonable notice to Lessee, and City reserves the right to place a "For Lease" sign on the outside of the Premises.

18. WAIVERS. No delay or omission in the exercise of any right or remedy of City with respect to any default by Lessee shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by City. The receipt and acceptance by City of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default. City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Lessee whether or not similar to the act so consented to or approved.

19. TRANSFER OF CITY'S INTEREST. If City conveys in a sale, exchange, or otherwise all of its interest in the Premises, then City, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease.

20. ATTORNEYS' FEES. If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

21. NO ACCORD AND SATISFACTION. No payment by Lessee, or receipt by City, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. City may accept any such check or payment without prejudice to City's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease.

22. LIEN. A lien is hereby reserved upon the interest of Lessee in and to the Premises hereby leased and the property of Lessee upon said Premises, in favor of City, prior and preferable to any and all other liens thereupon whatsoever, for the whole of the rents to be paid by Lessee aforesaid, including installments of rent, and all rent and damages due as above provided for a breach of the lease and said property may be levied upon and sold pursuant to this provision.

23. NOTICE. All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail or by overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request:

To City:	Park and Recreation Board 3635 4th Avenue Moline, IL 61265
With a copy to:	City Attorney 619 16th Street Moline, IL 61265
To Lessee:	Pretasky Roach Properties, LLC 220 17th Street South La Crosse, WI 54601

Date of any notice served by mail shall be the date on which such notice is deposited, postage prepaid, in a post office of the United States Postal Service or upon date when personally served.

24. AUTHORITY AND LIABILITY OF LESSEE. If Lessee is a corporation or a limited liability company, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that Lessee is a duly authorized and existing corporation or limited liability company, as the case may be, that Lessee has and is qualified to do business in the State of Illinois, that Lessee has full right of power and authority to enter into this Lease, and that each person signing on behalf of the corporation or limited liability company, as the case may be, is authorized to do so in accordance with the terms of such entity's articles or certificate of incorporation, bylaws, or other organizational documents. If Lessee is a partnership or trust, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee in accordance with the terms of such entity's partnership or trust agreement. Lessee shall provide City on demand with such evidence of such authority as City shall reasonably request.

25. MISCELLANEOUS.

25.1 Cumulative Remedies. No remedy herein conferred on or reserved to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

25.2 Waiver of Trial by Jury. City and Lessee desire and intend that any disputes arising between them with respect to or with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, City and Lessee each hereby waive the right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or other hearing brought by either City against Lessee or Lessee against City or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of City and Lessee, Lessee's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

25.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

25.4 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Rock Island County.

25.5 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; flood; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good-faith efforts to resolve the same); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

25.6 Successors and Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

25.7 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between City and Lessee.

25.8 Entire Agreement; Modification. This Lease and all exhibits and/or addendums and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions, and understandings between City and Lessee concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on City or Lessee unless reduced to writing and signed by each party.

25.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified. If Lessee elects to dispute any billing or reconciliation from City, Lessee must do so within 180 days after Lessee's receipt of such billing or reconciliation or Lessee shall be deemed to have waived all rights to so dispute the same.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

25.10 Survival of Obligations. All obligations of Lessee accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Lessee, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

25.11 Construction Costs. Should the lowest responsible and responsive bid for construction of the Captain's Table be for an amount more than $1,800,000.00 up to $2,000,000, City and Lessee agree to meet and agree to reduce the scope of the Project to come within budget or Lessee will pay additional rent to cover the overage over twenty years at 3.5% interest. If the project cost is over $2,000,000, the City will only finance up to that amount and Lessee is responsible for financing any overage.

25.12 Business District Tax. Lessee agrees to apply for, support, collect and remit a 1% Business District Tax to be imposed upon all sales at the Captain's Table Restaurant for the duration of the Lease. Said tax proceeds shall be used by the Parks Department for the maintenance of the Business District that is under the Parks' control. Lessee shall pay for the cost of creating the Business District.

25.13 Corporate Guaranty. Further, Pretasky Enterprises, LLC, a North Carolina Limited Liability Corporation and parent company to Pretasky Roach Properties, LLC, hereby guarantees payment of the rent as set forth in Exhibit D annually, and evidences such guarantee by executing a document contained in Exhibit E, which is attached hereto and by this reference hereto incorporated herein.

25.14 Replaces Prior Lease. Upon execution by the Parties, this Amended Lease Agreement fully replaces and supersedes the Lease Agreement that was executed on July 17, 2018.

IN WITNESS THEREOF, the City and Lessee hereunto set their hands and seals and have caused these presents to be signed.

[Signature Provisions on next page]

CITY OF MOLINE, ILLINOIS
(CITY)

DocuSigned by:
BY: _____
3AC43CBA499A402...
Stephanie Acri, Mayor

DocuSigned by:
BY: Don Welvaert
_____
79B042331ABB4DA...
Don Welvaert, President
Parks and Recreation Board

ATTEST:

DocuSigned by:
_____
11A0D2884B9BB4C4...
Janine Hollemback Parr, City Clerk

DATE: 11/24/2018

Approved as to Form:

DocuSigned by:
_____
040243326D624F2...
Maureen E. Riggs, City Attorney

Prepared by:
City of Moline
619 16th Street
Moline, IL 61265

PRETASKY ROACH PROPERTIES, LLC
(LESSEE)

DocuSigned by:
BY: Dave Pretasky
_____
A00DBB8ED4FF4FC...
Dave Pretasky, President

Payment shall be made to the City of Moline Finance Office at 1630 8th Avenue, Moline, IL 61265.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT A
DEPICTION OF PREMISES

[Insert description of premises - We won't have a survey done until we know exactly how far the new parking lot will be extended and then we will create new legal description] The restaurant parking lot shall be expanded by at least 40 parking stalls.

EXHIBIT B
CONSTRUCTION OBLIGATIONS

1. CITY'S WORK

1.1 Prior to execution of this Lease, Lessee has inspected and is aware of the present condition of the Premises. City shall have no obligation with respect to construction within or about the Premises, except for the following improvements and/or modifications (referred to in this §1 of Exhibit B as "City's Work"):

The Captain's Table restaurant to be constructed in accordance to the drawings and plans attached hereto as Exhibit B1, specifically the design, plans, approvals, permits, fees, and construction of the building, including bringing utilities to the building, any remaining demolition, plumbing, foundation, concrete slab alterations, electrical power and lighting, natural gas piping and connections, hoods, walk-in coolers built as part of structure, HVAC systems, interior framing, interior drywall, bathrooms, exterior and interior doors, casework, millwork, painted wall finishes, floor finishes, fire sprinkler systems, fire suppression systems, parking lot improvements, sidewalks, and other site work and minimal landscaping as required by code, along with fixtures and signage.

2. LESSEE'S WORK

2.1 Lessee, at Lessee's sole expense, shall be responsible for providing wall décor, inventory, tables and chairs, furnishings, and equipment. Should the Lessee undertake any work that requires permits and drawings, Lessee shall obtain same as well as any necessary insurance required for construction work, if any is undertaken by Lessee.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT C
CONFIRMATION LETTER

[date]

Pretasky Roach Properties, LLC
220 17th Street South
La Crosse, WI 54601

RE: CONFIRMATION LETTER

Dear Lessee:

On _____, as City, as Lessor, and Pretasky Roach Properties, LLC, as Lessee, entered into a Lease for the above-referenced property. By execution of this letter, the parties acknowledge they have agreed to the following:

1. Term Commencement Date: Date possession given to Lessee
2. Rent Commencement Date: 90 Days after Term Commencement Date
3. Term Expiration Date: 30 Years from Term Commencement Date

EXHIBIT D
ANNUAL RENT SCHEDULE

Rent for term of lease:

a) Marina Rent, 10% of Dockage Fee, half of that to City and half to escrow fund for dredging
b) Base rent of $34,000 per year
c) Additional rent. It is the intent of Lessor and Lessee that all amounts spent in excess of the insurance proceeds of $967, 591 for the construction of the Captain's Table restaurant project be paid as additional rent by Lessee over the term of the Lease (30 years) at 3.5% interest. The parties estimate the additional rent to be $44,854 per year, based on an estimated total construction cost of $1,800,000 minus $967,591 in insurance proceeds for the amount of $832,409 to be paid over 30 years at 3.5% interest. This number shall be adjusted higher or lower once the final project cost has been determined. As of November 19, 2018, $61,128.50 of the $967,591 has already been spent toward the construction project.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT B1
CONSTRUCTION PLANS AND DRAWINGS TO BE INSERTED
AS EXHIBIT UPON COMPLETION.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT E
GUARANTY

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	
Pretasky Enterprises, LLC	City of Moline	Amount: TBD
220 17th Street South	619 19th Street	
La Crosse, WI 54601	Moline, IL 61265	Date: November , 2018

GUARANTY

DATE: The date of this Guaranty is November _____, 2018.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline (hereinafter "City") (with its participants, successors and assigns), at its option, at any time or from time to time to construct the Captain's Table Restaurant or extend other accommodations to or for the account of Pretasky Roach Properties, LLC (Lessee) or to engage in any other transactions with Lessee, the Guarantor hereby absolutely and unconditionally guarantees to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBETEDNESS:

X **Specific Debts.** The Guarantor guarantees to City the payment and performance of the debt, liability or obligation of Lessee to City evidenced by or arising out of the following: Amended Lease Agreement executed November _____, 2018, and any extensions, renewals or replacements thereof (indebtedness).

X **All Debts.** Except as this Guaranty may otherwise provide, the Guarantor guarantees to City the payment and performance of each and every debt, liability and obligation of every type and description which Lessee may now or at any time hereafter owe to City (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (indebtedness)). Without limitation, this Guaranty includes the following described debts(s):

Lease payments pursuant to Amended Lease Agreement.

Exclusions.

☐ Guarantor will be liable for $_____ of the principal amount of the indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of City's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Guarantor's liability will not exceed _____% of the indebtedness outstanding at default and all or the accrued interest, and the expenses of collection, enforcement or protection of City's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Indebtedness Excludes: _____

SECURITY: The Guaranty is unsecured.

IL only X **CONFESSION OF JUDGEMENT.** If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of City. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

By signing immediately below, Guarantor agrees to the terms of the CONFESSION OF JUDGMENT section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on pages 2-3). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

_____

Pretasky Enterprises, LLC (Seal)

_____

Tracey L. Pretasky-Schmidt, Manager (Seal)

_____

Name, Title (Seal)

ADDITIONAL PROVISIONS

The Guarantor further acknowledges and agrees with City that:

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

2. This is an absolute, unconditional and continuing Guaranty of payment of the indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the City. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the City, or as to any renewals, extensions and refinancings thereof.

The Guarantor represents and warrants to the City that the Guarantor has a direct and substantial economic interest in Lessee and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions by written notice actually received by City if at any time the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future indebtedness. Accordingly, the City may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefited by this Guaranty and that the City has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revokes this Guaranty, then the City has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the City. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. The Guarantor will be liable for all indebtedness, without any limitation as to amount, plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Lessee or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmittal document, received by the City, advising that such payment is made under this Guaranty for that purpose.

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

6. Whether or not any existing relationship between the Guarantor and Lessee has been changed or ended and whether or not this Guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without any notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantors. Accommodation parties or sureties for any or all Indebtedness; ((ii) any one or more extensions or renewals of indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Lessee, any delay or lack of diligence in the enforcement of indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Lessee or any other Guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff for indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the City under §1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Lessee, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the City any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Lessee or any other person liable in respect of any Indebtedness, or any setoff available against the City to Lessee or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Lessee or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Lessee's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Lessee, has

such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Lessee is discharged from paying or which do not accrue to Indebtedness due to Lessee's discharge, and Guarantor will be obligated to pay such amounts as fully as if Lessee's obligations had not been discharged.

9. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Lessee or any other obligor). the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Lessee to City have been paid in full, the Guarantor waive(s) any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Lessee or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Lessee, collateral. or other party obligated for Lessee's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City will not be required first to resort for payment of the Indebtedness to Lessee or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness. before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the City as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. To induce City to enter into the Lease, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within Guarantor's duly authorized powers; have received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to City, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without City's prior written consent. Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor 's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those City previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor' s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the City, without further act, condition or acceptance by the City. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the City and its participants, successors and assigns. If there be more than one Guarantor, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all the Guarantors. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the City. This Guaranty shall be governed by the laws of the State in which it is executed. The Guarantor waives notice of the City's acceptance hereof.

EXHIBIT C

PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT

(Catfish Charlie's and Marquis Harbor Marina)

THIS PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of July, 2026 ("***Effective Date***"), by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***"), and **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company authorized to do business in Illinois ("***Pretasky***") (collectively, the City and Pretasky are the "***Parties***" and individually a "***Party***").

IN CONSIDERATION OF the recitals, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the City's home rule powers, the Parties agree as follows:

Section 1. RECITALS.

A. The City is the record title owner of the property legally described in ***Exhibit A.1***, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("***Property***").

B. The City, through the Moline Parks and Recreation Board, originally leased the Property to Pretasky on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("***Amended Lease***"), and which Amended Lease has been amended multiple times.

C. The Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease.

D. As of the Effective Date, the Catfish Charlie's restaurant has been closed. The City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms that will, among other things:

1. Subdivide the Property and create distinct "Restaurant Lot" and "Marina Lot" properties;

2. Convey legal title to the Marina Lot fixed riverbed and non-fixed dock improvements and appurtenances from Pretasky to the City, and in consideration thereof, have the City waive and release Pretasky from $1,012,523.00 in City cumulative loan debt obligations;

3. Convey legal title to the Restaurant Lot from the City to Pretasky, inclusive of the Catfish Charlie's restaurant building footprint, associated off street

parking, drive lanes and ingress and egress points, and 6 boat slips for an appraised purchase price of $400,000.00, but credit back to Petrasky $50,000.00 as the assigned valuation of easements the City will require to cross the Restaurant Lot to have convenient access to the Marina Lot. For a final agreed purchase price of $350,000.00;

4. Enable Petrasky to sell the Restaurant Lot to a new owner and restaurant operator for a price not less than $350,000; and

5. Provide a mechanism for the City to take a promissory note from Petrasky in the amount of $350,000.00, as well as a mortgage or similar interest to secure the note, representing the value of the Restaurant Lot, off street parking, drive lanes and ingress and egress points, that will be paid in full by the sale proceeds from the Restaurant Lot, and enable Petrasky to keep any remaining Restaurant Lot sale proceeds above the $350,000.00 it will pay the City pursuant to the note.

E**.** The Parties agree that the termination of any and all agreements and obligations between them, pursuant to this Agreement, will enable them to pursue new business opportunities and maximize the use and development of the Property and operations on the Restaurant Lot and Marina Lot.

F. The Parties desire to consummate the real and personal property conveyances, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease after which the provisions, obligations, terms, and conditions of the Amended Lease will have no further binding effect on either the City or Pretasky, all in accordance with and subject to this Agreement's terms.

Section 2. **DEFINITIONS; RULES OF CONSTRUCTION**.

"***City Loans***": The loans extended by the City to Pretasky, pursuant to the Amended Lease, for the redevelopment of the restaurant building on the Restaurant Lot and purchase of restaurant equipment, and which loans currently total $1,012,523.00.

"***City Quit Claim Deed***": That deed, in substantially the form of ***Exhibit B.1***, from the City to Pretasky conveying the Restaurant Lot.

"***Closing Date***": That agreed upon date, after satisfaction of all conditions precedent, when each of the conveyances set forth in Section 3 of this Agreement will be completed, and as more particularly defined in Subsection.

"***Corporate Authorities***": The Mayor and City Council of the City.

"***License Agreement***": That License Agreement by and between the City and Pretasky, its successors and assigns, in substantially the form of ***Exhibit C***, allowing cross access over the City owned docks to the six boat slips and marine fuel pump that are part of and owned and operated by the owner of the Restaurant Lot.

"***Marina Lot***": That approximately _____ acre subdivided lot of the Property legally described and depicted on ***Exhibit A.2***, inclusive of ____ boat slips and associated fixed riverbed dock improvements and appurtenances.

"***Property***": That certain approximately ___ acre parcel of real property that is comprised of the Marina Lot and Restaurant Lot and legally described and depicted on Exhibit A.

"***Pretasky Bill of Sale***": That bill of sale, in substantially the form of ***Exhibit D***, from Pretasky to the City itemizing all non-fixed dock improvements and appurtenances.

"***Pretasky Note***": That note issued by Pretasky, in substantially the form of ***Exhibit E***, to secure its $350,000.00 purchase price for the Restaurant lot, which $350,000.00 will not be due and owing until Pretasky sells the Restaurant Lot to a new third party owner and operator.

"***Pretasky Quit Claim Deed***": That deed, in substantially the form of ***Exhibit B.2***, from Pretasky to the City conveying the riverbed fixed dock improvements.

"***Restaurant Lot***": That approximately ____ acre subdivided lot of the Property legally described and depicted on ***Exhibit A.3***, inclusive of the closed Catfish Charlie's restaurant building, associated off-street parking spaces, drive lanes, ingress and egress points, and five boat slips and associated dock.

Section 3. CONVEYANCES.

A. Conveyance of Marquis Harbor Marina Fixed and Non-Fixed Dock Improvements and Appurtenances.

1. Subject to this Agreement's terms and conditions, Pretasky agrees to convey to City and City agrees to accept conveyance from Pretasky the fixed dock improvements constructed and installed on the Marina Lot, together with all non-fixed dock personal property and appurtenances owned by Pretasky remaining on the Marina Lot on the Closing Date.

2. The Parties agree that the fixed and non-fixed Marquis Harbor Marina dock improvements are valued at $1,012,523.00. The purchase price for the fixed and non-fixed Marquis Harbor Marina dock improvements will be represented by the City waiving and releasing Pretasky from any further payments on $1,012,523.00 of the City Loans. The $1,012,523.00 in City Loans will be terminated by terminating the Amended Lease, and loan and associated note for restaurant equipment.

3. The Corporate Authorities will formally terminate the Amended Lease, by ordinance duly adopted, immediately after the Corporate Authorities adopt an ordinance approving this Agreement;

4. Pretasky will deliver the Pretasky Quit Claim Deed and Pretasky Bill of Sale with the City Administrator, or his or her designee, within one day after the Corporate Authorities terminate the Amended Lease, as well as deposit $10,000.00 with the City Finance Director to account for uncompleted storm damage to the fixed and non-fixed Marquis Harbor Marina dock improvements.

B. Conveyance of Restaurant Parcel. Subject to this Agreement's terms and conditions, City agrees to convey and Pretasky agrees to accept conveyance from the City the Restaurant Lot, which conveyance will be made in two separate transactions detailed in Subparagraphs 3.B.1 and 3.B.2:

1. The purchase price for the Restaurant Lot, with associated drive lanes and ingress and egress points, and six boat slips will be $350,000.00 which will not be due and payable until such time as Pretasky sells and conveys title to the Restaurant Lot to a new third party owner and operator.

2. Pretasky will deliver the Pretasky Note with the City Administrator, or his or her designee, within one day after the City terminates the Amended Lease. The Pretasky Note will be held by the City Administrator, or his or her designee, and not released to Pretasky until such time as Pretasky (1) sells and conveys title to the Restaurant Lot to a new third-party owner and operator and (2) deposits $350,000.00 with the City to be immediately deposited in a City bank account, at the direction of and as confirmed by the City Finance Director and City Administrator.

3. The City will deliver the City Quit Claim Deed to Pretasky only after (1) the Corporate Authorities approve the termination of the Amended Lease, and (2) the delivery to the City Administrator, or his or her designee, of the Pretasky Note.

4. Subsequent to the delivery of the City Quit Claim Deed, but before Pretasky conveys title to the Restaurant Lot to a subsequent owner, the City will approve and authorize the execution of the License Agreement.

Section 4. ACCEPTANCE OF REAL AND PERSONAL PROPERTY CONVEYANCES IN "AS IS, WHERE IS" CONDITION.

A. The City and Pretasky have long standing property interests in the real and personal property to be exchanged under the terms of this Agreement. Accordingly, each Party has had ample opportunity to conduct due diligence investigations of, including, without limitation, environmental analysis and soil sampling and geotechnical analysis, fixed structural improvements, non-fixed improvements, and title and survey matters.

B. In consideration thereof, the City and Pretasky each acknowledge and agree that they will receive their respective real and personal property conveyances under this Agreement in an "AS IS, WHERE IS" conditions, together with any and all liabilities existing on the Effective Date and after the completion of a conveyance, it being expressly understood by the Parties that their voluntary entry into this Agreement represents their consent to accept their respective conveyances in an "AS IS, WHERE IS" condition.

Section 5. REPRESENTATIONS AND WARRANTIES.

A. Pretasky. Pretasky represents and warrants to City as set forth below:

1. Pretasky is a limited liability company in good standing with the State of Illinois. Pretasky has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions and conveyances contemplated by this Agreement, and the consummation of the transactions and conveyances contemplated by this Agreement will not violate any other agreement to which Pretasky is a party.

2. This Agreement has been duly authorized, executed and delivered by Pretasky, creates legal, valid and binding obligations of Pretasky, and does not violate

and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Pretasky is bound.

3. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Pretasky.

4. Pretasky has not received any written notice of a pending action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) nor, to Pretasky's knowledge, has any such investigation or proceeding been threatened against Pretasky in any case that would materially impair Pretasky's ability to consummate the transactions and conveyances

5. Pretasky has not entered into any contract, agreement, or option that remains in effect, other than this Agreement, granting to any party the right to lease or sublease the Marina Lot or any portion thereof.

6. Pretasky is not a party to any written or unwritten leases of any interest in the Marina Lot, including, without limitation, a lease or any written or unwritten contract, operating arrangement or other agreement affecting the ownership, use, or operation of the Marina Lot that could be binding upon the City, the Marina Lot, or any portion thereof.

7. Pretasky warrants that, as of the Effective Date, there are none and shall be no leases or subleases granting any third party any right of use or possession of the Marina Lot.

8. Pretasky warrants that the City shall have the exclusive right to possess, use, and operate the Marina Lot.

9. Pretasky warrants that there is no other agreement, written or oral, under which Pretasky is or could become obligated to lease, sublease, or license the Marina Lot or any interest therein, to a third party.

10. Pretasky is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

11. Pretasky is in compliance with the requirements of Executive Order No. 133224, 66 Fed Reg. 49079 (September 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Pretasky, or any entity affiliated with Pretasky is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations

maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

12. Seller has good and marketable title to all items of personal property located on the Property free and clear of all liens, claims, and encumbrances, excluding personal property owned by the Tenant.

13. There are no contracts related to or concerning the Property.

14. Notwithstanding any provisions to the contrary herein, the representations and warranties of Pretasky contained in this Subsection 5.A shall survive the conveyance of the Marina Lot for a period of one year (Pretasky hereby agreeing to indemnify and hold harmless City from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations and warranties as to conditions existing prior to the conveyance of the Marina Lot, for such period.

B. City. City represents and warrants to Pretasky as set forth below.

1. City has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which City is a party.

2. This Agreement has been duly authorized, executed and delivered by City, creates legal, valid and binding obligations of City, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which City is bound.

3. No consent, waiver, approval or authorization is required from any other person or entity in connection with the execution, delivery and performance of this Agreement by City.

Section 6. TAXES. All real estate taxes and any special assessment imposed on the Property ("**Taxes**") for the Property, before subdivision, shall be prorated and adjusted to the date of conveyance of the Marina Lot from Pretasky to the City. Pretasky shall pay (or cause to be paid) all Taxes due and payable on or prior to the date of conveyance of the Marina Lot. Buyer shall receive a credit prorated in accordance with this Section for all accrued and unpaid Taxes for 2026 and the year of the conveyance of the Marina Lot and the amount of the credit shall be calculated based on one hundred five (105%) percent of the 2025 (which shall be the most recent ascertainable tax bill at that time) real estate tax bill (first and second installments).

Section 7. UTILITIES. Pretasky will obtain, as close to the Closing Date as practicable, final meter readings for utilities serving the Marina Lot and will pay final utility invoices.

Section 8. **DELIVERY OF POSSESSION OF PROPERTY.** Pretasky shall deliver exclusive possession of the Marina Lot to City, as well as all keys, remotes, access codes, and other information necessary to access the Marina Lot and all structures and fixed and non-fixed improvements located thereon.

Section 9. **LIABILITY AND INDEMNITY OF CITY.**

A. City Procedure. Pretasky acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

B. Indemnity. Pretasky agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively, each an "***Indemnified Party***") , from any and all claims that may be asserted at any time against any of them in connection with the City Procedures as set forth in Subsection 9.A of this Agreement.

C. Defense Expense. Pretasky will, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in Section 9.B of this Agreement.

Section 12. **NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS**. All obligations assumed by either Party under this Agreement will be binding on each Party, and on any and all of their respective heirs, successors, and assigns.

Section 13. **ENFORCEMENT**. The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Pretasky agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

Section 14. **GENERAL PROVISIONS**.

A. Notice. Any notice or communication required or permitted to be given under this Agreement will be in writing and will be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14.A, each party to this Agreement will have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City will be addressed to, and delivered at, the following address:

City of Moline
Attn: Bogdan Vitas Jr.
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to: Ancel Glink, P.C.
Attn: David S. Silverman
140 S. Dearborn, Suite 600
Chicago, IL 60603
dsilverman@ancelglink.com

Notices and communications to Pretasky will be addressed to, and delivered at, the following address:

Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480
E-mail:dave.pretasky@duratech.com

With a copy to:

Johns, Flaherty & Collins, S.C.
Exchange Building
205 Fifth Avenue South, Suite 600
P.O. Box 1626
La Crosse, WI 54602-1626
ATTN: Brandon J. Prinson
E-mail: brandon@johnsflaherty.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent will be in writing.

F. Governing Law. This Agreement will be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

J. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

K. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law will be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The each Party represents to the other Party that the persons executing this Agreement have been properly authorized to do so.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person will be made, or be valid, against the City or the Pretasky.

O. Counterparts. This Agreement may be executed in counterpart, each of which will constitute an original document, which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By:_____
Its: City Clerk

THE CITY OF MOLINE,
an Illinois home rule municipal corporation

By:_____
Its: Mayor

ATTEST:

By:_____

Its:_____

PRETASKY ROACH PROPERTIES, LLC
a North Carolina limited liability company

By: Dave Pretasky

Its: Managing Partner / Illinois
6/14/26

EXHIBIT LIST

Exhibit A.1	Property Legal Description
Exhibit A.2	Marina Lot Legal Description
Exhibit A.3	Restaurant Lot Legal Description
Exhibit B.1	City Quit Claim Deed
Exhibit B.2	Pretasky Quit Claim Deed
Exhibit C	License Agreement
Exhibit D	Pretasky Bill of Sale
Exhibit E	Pretasky Note

EXHIBIT A.1
Property Legal Description

PIN: 08-35-100-003

Legal Description:

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6 AND PART OF SUBLOT 3 IN LOT 6 OF LECLAIRE'S RESERVE, LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

EXHIBIT A.2
Marina Lot Legal Description

LEGAL DESCRIPTION
Parcel 08-35-100-002 (former Parcel 08-4727)
Inclusive of 4913 River Drive – MARINA PARCEL (PARCEL H PER PLAT)
Part of Sublot 8 of Lot 6 in Le Claire's Reserve, Township 18 North, Range 1 West of the 4th Principal Meridian; more particularly described as follows:
Commencing at the intersection of the north right-of-way line of River Drive and the northerly extension of the easterly right-of-way line of 48th Street;
Thence along said north right-of-way line of River Drive, North 84°31'15" East, a distance of 552.95 feet to the east line of the Restaurant Parking & Dock Lease Parcel and the Point of Beginning;
Thence along said east line of said Lease Parcel, and its northerly extension, North 00°05'36" West, a distance of 90.14 feet;
Thence South 84°52'24" West, a distance of 36.75 feet;
Thence North 07°47'52" West, a distance of 140.62 feet;
Thence South 82°24'18" West, a distance of 85.13 feet
Thence South 07°45'47" East, a distance of 96.70 feet;
Thence South 84°53'51" West, a distance of 99.86 feet to an easterly line of the City Parking and Pathway Parcel;
Thence along said easterly line, North 07°47'52" West, a distance of 80.18 feet, more or less, to the assumed, ordinary low water line of the Mississippi River;
Thence northerly and easterly and upstream along said ordinary low water line for the next nine (9) courses:

North 22°23'33" East, a distance of 150.49 feet;
North 42°18'26" East, a distance of 22.71 feet;
North 75°13'18" East, a distance of 32.16 feet;
North 86°10'39" East, a distance of 97.55 feet;
North 84°34'39" East, a distance of 659.30 feet, more or less;
South 86°33'18" East, a distance of 61.60 feet, more or less;
North 87°31'22" East, a distance of 92.07 feet, more or less;
North 80°46'30" East. a distance of 63.85 feet, more or less;
South 86°15'11" East, a distance of 42.90 feet to the easterly limits of described parcel, also being the easterly line of that real estate as conveyed to the City of Moline by Warranty Deed per Record Book 274, page 494;

Thence along said easterly limits of said parcel, South 00°07'44" East, a distance of 326.97 feet to the north right-of-way line of old River Drive;
Thence along said north right-of-way line, South 55°45'12" West, a distance of 51.73 feet to the current north right-of-way line of River Drive;
Thence along said north right-of-way South 84°31'15" West, a distance of 832.58 feet to the Point of Beginning.
The above-described real estate contains 8.36 acres, more or less.

EXHIBIT A.3
Restaurant Lot Legal Description

PARCEL 08-35-100-001 (FORMER PARCEL 08-4728-A)
RESTAURANT PARKING LOT & DOCK (PARCEL G-1 ON SURVEY)

PART OF SUBLOT 1 OF LOT 5 AND PART OF SUBLOT 8 OF LOT 6 IN LE CLAIRE'S RESERVE, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE, SOUTH 84°31'15" WEST, A DISTANCE OF 60.24 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 00°23'07" EAST, A DISTANCE OF 10.16 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 79°31'46" WEST, A DISTANCE OF 131.93 FEET TO THE WESTERLY LINE OF THAT PROPERTY CONVEYED BY TRUSTEE'S DEED FROM MOLINE NATIONAL BANK TO THE CITY OF MOLINE PER RECORD BOOK 343, PAGE 270;
THENCE ALONG SAID WESTERLY LINE NORTH 00°23'07" WEST, A DISTANCE OF 70.15 FEET;
THENCE SOUTH 84°52'04" EAST, A DISTANCE OF 143.64 FEET;
THENCE ALONG A CURVE CONCAVE NORTHEAST, WITH AN ARC LENGTH OF 47.39 FEET, WITH A RADIUS LENGTH OF 265.09 FEET, WITH A CHORD BEARING OF SOUTH 89°05'29" EAST, WITH A CHORD LENGTH OF 47.33 FEET;
THENCE NORTH 84°31'28" EAST, A DISTANCE OF 326.54 FEET;
THENCE NORTH 07°47'52" WEST, A DISTANCE OF 41.95 FEET;
THENCE NORTH 59°36'32" EAST, A DISTANCE OF 39.51 FEET;
THENCE NORTH 05°06'09" WEST, A DISTANCE OF 14.31 FEET;
THENCE NORTH 84°53'51" EAST, A DISTANCE OF 62.67 FEET;
THENCE NORTH 07°45'47" WEST, A DISTANCE OF 96.70 FEET;
THENCE NORTH 82°12'08" EAST, A DISTANCE OF 85.13 FEET;
THENCE SOUTH 07°47'52" EAST, A DISTANCE OF 140.62 FEET;
THENCE NORTH 84°52'24" EAST, A DISTANCE OF 36.75 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 90.14 FEET TO THE NORTH RIGHT OF WAY LINE OF RIVER DRIVE;
THENCE ALONG SAID RIGHT OF WAY, SOUTH 84°31'15" WEST, A DISTANCE OF 12.00 FEET TO THE EAST LINE OF THE RESTAURANT BUILDING PARCEL (PARCEL G-2);
THENCE ALONG THE EASTERLY LINE OF SAID RESTAURANT BUILDING PARCEL, NORTH 05°07'36" WEST, A DISTANCE OF 66.15 FEET TO THE NORTHERLY LINE OF AFORESAID PARCEL;
THENCE ALONG SAID NORTHERLY LINE OF AFORESAID PARCEL, SOUTH 84°52'30" WEST, A DISTANCE OF 142.50 FEET TO THE WESTERLY LINE OF AFORESAID PARCEL;
THENCE ALONG SAID WESTERLY LINE, SOUTH 05°07'36" EAST, A DISTANCE OF 67.03 FEET TO THE NORTH RIGHT OF WAY LINE OF RIVER DRIVE;
THENCE ALONG SAID NORTH RIGHT-OF-WAY SOUTH 84°31'15" WEST, A DISTANCE OF 398.44 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 1.42 ACRES, MORE OR LESS.

PARCEL 08-35-100-003 (FORMER PARCEL 08-4727-L)
RESTAURANT BUILDING PAD PARCEL (PARCEL G-2 ON SURVEY)

PART OF SUBLOT 8 OF LOT 6 IN LE CLAIRE'S RESERVE, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE, NORTH 84°31'15" EAST, A DISTANCE OF 398.44 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 67.03 FEET;
THENCE NORTH 84°52'30" EAST, A DISTANCE OF 142.50 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 70.39 FEET TO THE NORTH RIGHT-OF-WAY OF RIVER DRIVE, AS AMENDED BY VACATION;
THENCE ALONG SAID NORTH RIGHT-OF-WAY SOUTH 84°31'15" WEST, AS AMENDED BY VACATION, A DISTANCE OF 142.51 FEET;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 3.36 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 10,031 SQUARE FEET, 0.23 ACRES MORE OR LESS.

EXHIBIT B.1
City Quit Claim Deed

QUIT CLAIM DEED

MAIL TO:
Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480

TAXPAYER and GRANTEE:
Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480

THE GRANTOR: **CITY OF MOLINE,** an Illinois home rule municipal corporation**,** of the County of Rock Island, State of Illinois, for and in consideration of Ten and no/100 dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company authorized to do business in Illinois ("GRANTEE"), all interest in the following described Real Estate situated in the County of Rock Island, in the State of Illinois, to wit:

ADDRESS: _____ River Drive, Moline, IL 61265

Permanent Index Number (PIN): _____

[INSERT LEGAL DESCRIPTION]

Subject to: The Purchasers Obligations set forth in Exhibit A attached to and, by this reference, made a part of this Deed, general real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the Deed Restrictions set forth in **Exhibit A** attached hereto and incorporated herein.

GRANTOR makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the Grantor acquired title.

DATED this _____ day of _____, 2026.

GRANTOR:
City of Moline, an Illinois home rule municipality

(CITY SEAL HERE)

_____
Sangeetha Rayapati, Mayor

_____
Stephanie Murphy, City Clerk

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Sangeetha Rayapati and Stephanie Murphy,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as Mayor and Clerk of the City of Moline and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Commission expires
_____, 2026

_____
NOTARY PUBLIC

(NOTARY SEAL HERE)

:

NAME and ADDRESS OF PREPARER:

David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

CITY OF MOLINE TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE:_____

_____
Signature of Buyer, Seller or Representative

EXHIBIT B.1

EXHIBIT A

PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

- Purchaser/Grantee shall, upon the execution date of this Deed, deliver the Petrasky Note in the form of Exhibit E to that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT**, with an Effective Date of _____ __, 2026 ("***Agreement***"), and pursuant to the provisions set forth in Subsection 3.B.2 of the Agreement;

- Purchaser/Grantee shall, upon the execution date of this Deed, deliver the Petrasky Quit Claim Deed and Pretasky Bill of Sale in the form of Exhibits B.2 and D E to the Agreement, and pursuant to the provisions set forth in Subsection 3.A.4 of the Agreement;

- Purchaser/Grantee shall, within twelve (12) months from the execution date on the Deed, have sold and conveyed legal title to a subsequent owner and restaurant operator and have paid the City $350,000.00 as the delayed purchase price for the Property, as provided in the Agreement.

Upon a showing of hardship, the period of compliance for any of the above conditions subsequent may be extended for up to six (6) months. A hardship may occur when unforeseen events prevent the performance of Purchaser/Grantee's obligations and where performance by Purchaser/Grantee would result in an excessive burden being placed on the Purchaser/Grantee. The finding of a hardship and the granting of an extension are in the City's sole discretion. Any extension shall only be effective if set forth in writing by the City Administrator, or his or her designee, for the City of Moline.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property, including any alterations or financial investment Purchaser has made related to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

Additionally, in the event of breach of any of the conditions subsequent, the City may, in its sole discretion, provide terms for curing any breach ("Remedial Terms and Conditions"). Purchaser/Grantee's failure to strictly comply with any Remedial Terms and Conditions shall constitute a breach. The City shall not be obligated to provide Remedial Terms and Conditions before exercising its right of reentry.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate of Satisfaction").

In order to obtain the Certificate of Satisfaction, Purchaser/Grantee must provide the City Administrator with a written request for the Certificate of Satisfaction with documentation that

Purchaser/Grantee has satisfied all conditions set forth herein. Such documentation shall include, but is not be limited to, a copy of a fully executed purchase and sale agreement between Purchaser/Grantee and a third-party owner-occupant and an affidavit from the third-party owner attesting that the third-party owner intends to occupy and operate the Property as a restaurant upon purchasing the Property from the Purchaser/Grantee..

Within five (5) business days of receipt of the Documentation, the City Administrator will inform the Purchaser/Grantee as to whether the conditions have been met to issue a Certificate of Satisfaction and if appropriate, provide the Certificate of Satisfaction to the Purchaser/Grantee. In the event that all of the obligations as set forth herein have not been met, the City may deny the request and identify the basis for such denial as well as define what steps, the Purchaser/Grantee can take to obtain the Certificate of Satisfaction including additional City inspections of the Property.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.

EXHIBIT B.2
Pretasky Quit Claim Deed

QUIT CLAIM DEED

MAIL TO:
City of Moline
ATTN: City Clerk
619 16th Street
Moline, IL 61265

TAXPAYER and GRANTEE:
City of Moline
ATTN: City Clerk
619 16th Street
Moline, IL 61265

THE GRANTOR: **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company authorized to do business in the State of Illinois, for and in consideration of Ten and no/100 dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to **CITY OF MOLINE,** An Illinois home rule municipal corporation ("GRANTEE"), all interest in the following described Real Estate situated in the County of Rock Island, in the State of Illinois, to wit:

ADDRESS: _____ River Drive, Moline, IL 61265

Permanent Index Number (PIN): _____

[INSERT LEGAL DESCRIPTION]

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises.

GRANTOR makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the Grantor acquired title.

DATED this _____ day of _____, 2026.

GRANTOR:
Pretasky Roach Properties, LLC, a North Carolina limited liability company

_____
_____its_____

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____**,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as _____ of Pretasky Roach Properties, LLC and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Commission expires
_____, 2026

_____
NOTARY PUBLIC

(NOTARY SEAL HERE)

:

NAME and ADDRESS OF PREPARER:

David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

CITY OF MOLINE TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE:_____

_____
Signature of Buyer, Seller or Representative

EXHIBIT B.2

EXHIBIT C
Form of License Agreement

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David S. Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

Above Space for Recorder's Use Only

MARQUIS HARBOR MARINA DOCKS LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("***Agreement***") is made as of this ____ day of _____, 2026, by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***") and **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company ("***Pretasky***"), for and on behalf of the general public.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the City's home rule powers, the parties hereby agree as follows:

A. City is the owner of that certain property and marina docks and associated improvements and appurtenances, legally described in **Exhibit A** attached hereto and by this reference made a part hereof (hereinafter referred to as the "***Premises***").

B. City and Pretasky have executed that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT** with an Effective Date of _____ , 2026, ("***Agreement***") that, among other things, (1) conveyed ownership in the Premises marina docks and associated improvements and appurtenances from Pretasky to the City, and (2) conveyed ownership in the Restaurant Lot, as defined in the Agreement, from the City to Pretasky, which included six boat slips at the Premises;

C. Subsection 3.B.4 of the Agreement contemplates that the City will ensure cross access and ingress and egress on the Premises docks for the benefit of Pretasky, its invitees, agents, employees, and patrons, expressly subject City's rules and regulations as City may, from time-to-time, establish and also expressly subject to City's right to exclude and City's right to terminate this Agreement;

D. The City now wishes to grant to the Village, on behalf of the general public, and the Village wishes to receive, a non-exclusive license to utilize Premises as more fully set forth below.

1. Grant of License. City hereby grants to Pretasky, on behalf of its invitees, agents, employees, and patrons, a limited use, revocable, non-exclusive license, subject to such rules and regulations as City may from time-to-time establish, to utilize that limited portion of the Premises designated as the Marquis Harbor Marina License Area, as depicted on **Exhibit B**, for their intended cross access and ingress and egress purposes, said use being expressly subject to all of the terms and conditions set forth

in this Agreement. Pretasky hereby consents to the terms of the limited use revocable non-exclusive license. Hereafter, any use of the Marquis Harbor Marina License Area shall constitute acceptance of the terms and conditions of this Agreement and any Rules and Regulations established by City. The license shall be without cost to Pretasky its invitees, agents, employees, and patrons.

3. **Term of License**. This Agreement will have an initial 19-year term, and will automatically renew for 10 year terms thereafter, unless sooner revoked by either party.

4. **License Only**. This Agreement creates a license only and Pretasky acknowledges that Pretasky does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises, or any portion thereof, specifically including the Marquis Harbor Marina License Area, by virtue of this Agreement or the use of the Marquis Harbor Marina License Area pursuant to this Agreement. Pretasky acknowledges that City owns the Premises and nothing in this Agreement is intended to create, or shall hereafter be deemed to create, a property interest in the Premises for Pretasky its invitees, agents, employees, and patrons.

5. **Owner's Exclusive Possession.** At all times during the term of this Agreement, City shall retain the right of exclusive possession and control of the Marquis Harbor Marina License Area, specifically including the right to exclude any and all others from use of the Public Plaza Areas or any portion of the Public Plaza Areas at its sole and absolute discretion. Pretasky hereby acknowledges and accepts that the use of the Marquis Harbor Marina License Area permitted by this Agreement is non-exclusive and expressly subject to City's right to exclude any and all others from the use of the Marquis Harbor Marina License Area or any portion of the Marquis Harbor Marina License Area, at its sole and absolute discretion, pursuant to the terms and conditions of this Agreement.

6. **Rules & Regulations**. Pretasky's use of the Marquis Harbor Marina License Area is expressly subject to the rules and regulations that may be adopted or amended by City from time-to-time, in its sole and absolute discretion ("***Rules and Regulations***").

7. **Enforcement.** City has the right, in its sole and absolute discretion, to enforce its Rules and Regulations, specifically including the right to exercise exclusive use of the Marquis Harbor Marina License Area or any portion thereof and the right to exclude or eject any individual from his/her use of the Marquis Harbor Marina License Area or any portion thereof. Failure of City to enforce the Rules and Regulations will not be a waiver of any violation thereof and will not prevent the future enforcement of the Rules and Regulations at City's sole and absolute discretion. Pretasky acknowledges that City may, if it so choses, request enforcement assistance from Pretasky and that Pretasky will so assist City in the enforcement of the Rules and Regulations. No notice, written or otherwise, will be required prior to City's exercise of its right to exclusive possession of the Marquis Harbor Marina License Area or any portions thereof or prior to City's exclusion or ejection of any individual from his/her use of the Marquis Harbor Marina License Area or any portion thereof.

8. **Assumption of Liability.** By use of the Marquis Harbor Marina License Area, each and every user of the Marquis Harbor Marina License Area does voluntarily consent to the Rules and Regulations and assumes any and all risks incident to the use of the Marquis Harbor Marina License Area, including the risk of lost, stolen or damaged property or personal injury or fatality, whether such injuries or fatality occurred prior to, during or after use of the Marquis Harbor Marina License Area.

9. **Termination.** Notwithstanding anything to the contrary in this Agreement, City shall provide Pretasky with not less than seven (7) business days prior written notice of its intent to terminate this Agreement; provided, however, that in the event of an emergency, City will have the right to terminate this Agreement without prior notice to Pretasky. Any notice provided under this Section 9 will be delivered in accordance with Section 14 of this Agreement.

10. **Non-Waiver.** Failure of either party to this Agreement to insist upon the strict and prompt performance of the license, rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce

any such license, rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

11. **Successors and Assigns**. This Agreement will be binding on Pretasky's successors and assigns, provided that any such successor or assign operates a restaurant on the Restaurant Lot.

12. **Laws and Permits**. The use of the Marquis Harbor Marina License Area shall be in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority hereof.

13. **No Warranty; Integration**. City makes no representations, statement, warranty or agreement to Pretasky in or in connection with this Agreement or the Premises and the Marquis Harbor Marina License Area. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

14. **Notices**. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3d) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, or via e-mail, as follows:

City of Moline
Attn: Bogdan Vitas Jr.
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to: Ancel Glink, P.C.
Attn: David S. Silverman
140 S. Dearborn, Suite 600
Chicago, IL 60603
dsilverman@ancelglink.com

Notices and communications to Pretasky will be addressed to, and delivered at, the following address:

Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480
E-mail:_____

With a copy to:

Johns, Flaherty & Collins, S.C.
Exchange Building
205 Fifth Avenue South, Suite 600
P.O. Box 1626
La Crosse, WI 54602-1626
ATTN: Brandon J. Prinson
E-mail: brandon@johnsflaherty.com

15. **Recording**. After Pretasky has paid to the City an amount sufficient to cover the cost of recording this Agreement, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of Rock Island County.

EXHIBIT C

16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

[Signature Pages Follow}

EXHIBIT D
Form of Pretasky Bill of Sale

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

BILL OF SALE

Seller, **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company ("Seller"), in consideration of $10.00, the receipt and sufficiency of which is hereby acknowledged, ,shall and does hereby sells to the **CITY OF MOLINE**, and Illinois home rule municipal corporation ("Buyer"), the following personal property located 4801 River Drive, Moline, Illinois 61265 (PIN: _____), commonly known as the Marquis Harbor Marina ("***Property***"):

All items of personal property associated with the non-fixed dock improvements at the Property and referenced in the **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT** dated _____, 2026, by and between the Buyer and Seller

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and the Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale.

EXHIBIT ONLY, NOT TO BE EXECUTED

_____
_____its_____

SUBSCRIBED and SWORN TO before
me on _____.

_____
Notary Public

Prepared by:
David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

EXHIBIT E
Form of Pretasky Note

MAXIMUM AMOUNT $350,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
PRETASKY ROACH PROPERTIES, LLC

Registered Owner:	**CITY OF MOLINE, ILLINOIS**, an Illinois home rule municipal corporation
Dated Date:	__, 2026

KNOW ALL PERSONS BY THESE PRESENTS, that **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company, (the "Pretasky"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, $350,000.00 (the "Maximum Principal Amount"), as provided in that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT**, with an effective date of _____ __, 2026, (the "Agreement") by and between the City of Moline and the Pretasky, subject to the terms and conditions of the Agreement, (the "Indebtedness"). The Indebtedness outstanding on this Note is immediately payable in full upon Pretasky's sale of the Restaurant Lot, as defined in the Agreement. Pretasky hereby represents that it will specifically allocate $350,000.00 from the sale of the Restaurant Lot to satisfy its obligations under this Note; provided, however, that in the event that Pretasky does not sell the Restaurant Lot for at least $350,000.00, Pretasky shall ensure that any shortfall is promptly made up through the contribution from other monetary sources owned and under the control of Pretasky, either in a Federal Deposit Insurance Corporation ("FDIC") insured banking institution or savings and loan association, or the sale or liquidation of other assets owned by Pretasky (the "Security"); which Security is hereby pledged to Registered Owner for the repayment of the amounts due under this Note, and the Pretasky hereby grants to Registered Owner a first lien and priority security interest in such Security for repayment of this Note.

The Indebtedness of this Note is payable in lawful money of the United States of America, and shall be made immediately upon the sale of the Restaurant Lot, with any shortfall being made up through the Security, and shall be paid by check or draft mailed to the address of the Registered Owner as it appears in the Agreement, or through a wire transfer or other electronic funds transfer, as approved and directed by the Registered Owner;.

This Note is issued by Pretasky in fully registered form to evidence advances made by the Registered Owner up to the Maximum Amount for the purpose of paying the delayed purchase price of the Restaurant Lot, as specified in the Agreement.

Reference is hereby made to the Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note and the terms and conditions under which the Note is issued and secured.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of Pretasky, does not exceed or violate any constitutional or statutory limitation applicable to Pretasky.

[Signature Page Follows]

IN WITNESS WHEREOF, Pretasky has caused this Note to be signed by the duly authorized manual or electronic signature of its Manager or Member Manager and attested by the duly authorized manual or electronic signature of such other authorized member of the limited liability company, all as of _____, 2026.

EXHIBIT ONLY, NOT TO BE EXECUTED

_____

_____ its _____

(SEAL)

Attest:

_____

_____its_____

CERTIFICATE OF AUTHENTICATION

This Note is described in the within mentioned Agreement and is the $350,000.00 Pretasky owes to the City of Moline for the delayed purchase price of the Restaurant Parcel

_____

Date:_____

4934-4233-3876, v. 4

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

SUGGESTED ACTION:	This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a sale of the Property to a third party, allowing for seasonally optimal reinvestment and activation in 2026.
ATTACHMENTS:	CED ORD2 Amy-ChrisP-ROW Vacation 4801 River Drive-EXP.pdf CED ORD2 Amy-ChrisP-ROW Vacation 4801 River Drive-CB xg.pdf

An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

Explanation: The building located on the City-owned Parcel/PIN No. 08-35-100-003 (the "Parcel") via a ground lease, commonly known as 4801 River Drive, Moline, Illinois, constructed in 2019, encroaches upon City right-of-way to the south. The encroachment area contains 524 square feet or .012 acres, more or less, as depicted on Exhibit A (the "Property"). Said Property will be incorporated into the legal description of the Parcel to support the sale of the Parcel to a third-party under separate Ordinance. City staff finds it to be in the public interest to vacate the Public Rights-of-Way depicted and described on the Vacation Plat, consisting of one sheet dated June 23, 2026 ("Vacation Plat").

This item will also appear on the City Council Agenda on July 7, 2026, under "Items Not on Consent" for first reading in order to facilitate the timing of closing to support a sale of the Property to a third party, allowing for seasonally optimal reinvestment and activation in 2026.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

APPROVING the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

WHEREAS, the City of Moline ("City") is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that the corporate authorities may vacate a street or alley, or part thereof, within their jurisdiction in any incorporated area when it determines that the public interest will be served by such vacation; and

WHEREAS, the building located on the City-owned Parcel/PIN No. 08-35-100-003 (the "Parcel") via a ground lease, commonly known as 4801 River Drive, Moline, Illinois, constructed in 2019, encroaches upon City right-of-way to the south; and

WHEREAS, the encroachment area contains 524 square feet or .012 acres, more or less, as depicted on Exhibit A (the "Property"); and

WHEREAS, said Property will be incorporated into the legal description of the Parcel to support the sale of the Parcel to a third-party under separate Ordinance; and

WHEREAS, City staff finds it to be in the public interest to vacate the Public Rights-of-Way depicted and described on the Vacation Plat, consisting of one sheet dated June 23, 2026 ("Vacation Plat"), and which Vacation Plat is attached as Exhibit A and by this reference made a part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, in the exercise of its home rule powers, as follows:

Section 1 - The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – **VACATION PLAT APPROVAL.** The Vacation Plat shall be and is hereby approved in substantially the form of Exhibit A.

Section 3 – **AUTHORIZATION.** The City Council hereby authorizes the vacation of Public Rights-of-Way, depicted and described on Exhibit A, to recognize the existing encroachment of a constructed facility.

Section 4 - RECORDATION. The City's Paralegal shall be, and is hereby, authorized and directed to record, or cause to be recorded, this Ordinance together with the Vacation Plat, upon completion, in the Office of the Rock Island County Recorder of Deeds.

Section 5 - RESERVATION OF UTILITY AND ENFORCEMENT EASEMENTS.

Notwithstanding anything to the contrary in this Ordinance, any preexisting rights of any utility provider as well as public and life safety vehicles and personnel, including the City, in, at, over, along, across, through, upon, and under the vacated Public Rights-of-Way, will be reserved and maintained.

Section 6 - EFFECTIVE DATE.

This Ordinance shall be effective upon the occurrence of the following events:

a. passage by at least a three-fourths supermajority vote of the Corporate Authorities then holding office, as required by law;
b. publication in pamphlet form in the manner required by law; and
c. the recordation of this Ordinance together with such exhibits as the City's Paralegal deems appropriate for recordation in the Office of the Rock Island County Recorder.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

Exhibit A
Vacation Plat

RIGHT-OF-WAY VACATION

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6
AND PART OF SUBLOT 3 IN LOT 60F LECLAIRE'S RESERVE,
LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND
COUNTY, ILLINOIS

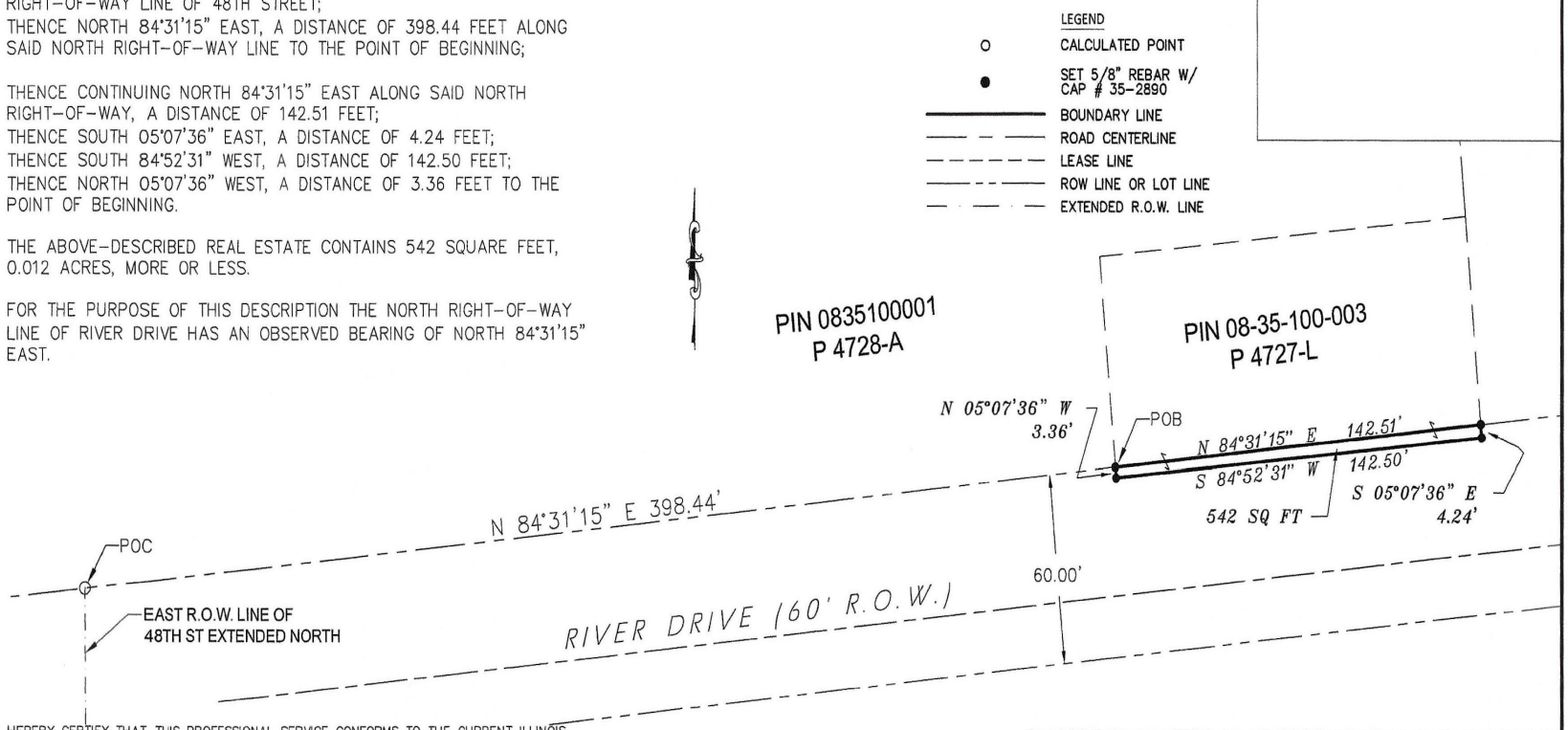
LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE NORTH 84°31'15" EAST, A DISTANCE OF 398.44 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 84°31'15" EAST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 142.51 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 4.24 FEET;
THENCE SOUTH 84°52'31" WEST, A DISTANCE OF 142.50 FEET;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 3.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 542 SQUARE FEET, 0.012 ACRES, MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE HAS AN OBSERVED BEARING OF NORTH 84°31'15" EAST.



I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND IT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

JAMES W. ABBITT, JR. IPLS NO. 35-2890
MY LICENSE EXPIRES NOVEMBER 30, 2026

DATE: 7-1-26

PROFESSIONAL DESIGN FIRM NO. 184.008195-008

JAMES W. ABBITT, JR. 35-2890 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS EAST MOLINE, IL

GRAPHIC SCALE
40 0 40
(IN FEET)
1 inch = 40 ft.

Abbitt Survey & Development, PLLC

ABBITT SURVEY & DEVELOPMENT, PLLC.
826 16TH AVENUE
EAST MOLINE, ILLINOIS 61244
PH. 309-755-9003

DATE: 06-23-2026	SCALE: 1" = 40'	DRAWN BY: JADB	CHECKED BY: JWA
PREPARED FOR: CITY OF MOLINE, IL		PAGE:1 OF 1	
		DRAWING No.:	
DRAWING TITLE: RIGHT-OF-WAY VACATION		25-097-MO-BT-CITY_CATFISH	

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing a grant to the 13th Annual Fall Belgian Festival for the amount of $2,500 from the Special Events Fund to help offset expenses for the annual event to be held on Sunday, September 20, 2026.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES1 Macy - Bob - Belgian Festival Special Event Funding Request - EXP

EXE RES1 Macy - Bob - Belgian Festival Special Event Funding Request - CB

A Resolution authorizing a grant to the 13th Annual Fall Belgian Festival for the amount of $2,500 from the Special Events Fund to help offset expenses for the annual event to be held on Sunday, September 20, 2026.

Explanation: The Center for Belgian Culture has submitted a funding request in the amount of $2,500. Special events enhance the quality of life for City residents, attract visitors, foster community development through social interaction and educational, cultural, and entertainment opportunities, and generate economic benefits for the City. The City of Moline recognizes the cultural and social value of the 13th Annual Fall Belgian Festival, which promotes Belgian heritage, forms a social and professional network, and fosters ties of social relations between Belgians in the Quad Cities and worldwide that is organized by the Center for Belgian Culture to enhance cultural richness and encourage exchanges. This annual event is scheduled to take place at Stephen's Park on Sunday, September 20, 2026 and was approved by the Park Board at the Park and Recreation Board meeting held on June 25, 2026. In 2024, the City provided $2,400 in funding as well as in-kind services, not to exceed $1,000. In 2025, the City provided $1,500 in funding as well as in-kind services, not to exceed $1,000.

Staff Recommendation: Approval
Fiscal Impact: $2,500 (Special Event Fund: 280-0111-450.06-30)

Budget Summary		
Special Event Fund Budget	$ 60,000.00	
Approved	($ 10,000.00)	QC Marathon
	($ 500.00)	Walk to End Alzheimer's
	($ 7,500.00)	QC Pickleball Club
	($ 1,000.00)	Quad Cities Distance Classic
	($ 2,000.00)	Illinois State Horseshoe Pitching Association
	($ 300.00)	Renew Moline – Chillin' in the Courtyard
	($ 5,000.00)	The Project of the Quad Cities
	($ 1,500.00)	World Relief Quad Cities
Pending	($ 2,500.00)	Belgian Festival
Budget Remaining	**$ 29,700.00**	

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING a grant to the 13th Annual Fall Belgian Festival for the amount of $2,500 from the Special Events Fund to help offset expenses for the annual event to be held on Sunday, September 20, 2026.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, the City of Moline recognizes the cultural and social value of the 13th Annual Fall Belgian Festival, which is an event that promotes the Belgian heritage, forms a social and professional network, and fosters ties of social relations between Belgians in the Quad Cities and worldwide; and

WHEREAS, the Center for Belgian Culture, which was established to preserve and share the proud Belgian heritage, organizes this annual event to enhance the cultural richness of the community and encourage cultural exchanges; and

WHEREAS, the 13th Annual Fall Belgian Festival is scheduled to take place at Stephen's Park on Sunday, September 20, 2026; and

WHEREAS, the 13th Annual Fall Belgian Festival was approved by the Park Board at the Park and Recreation Board Meeting held on June 25, 2026 .

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

That this Council hereby authorizes a grant to the 13th Annual Fall Belgian Festival for the amount of $2,500 from the Special Events Fund to help offset expenses for the annual event to be held on Sunday, September 20, 2026.

CITY OF MOLINE, ILLINOIS

Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest:
City Clerk

AGENDA ITEM DETAIL
July 7, 2026

A Resolution approving a block party for the Old Morgan Park Neighborhood scheduled for Saturday, September 26, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Gary Francque on behalf of the Old Morgan Park Neighborhood for the use of public right-of-way in conjunction with said block party.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES2 Macy - Barry - Old Morgan Park Neighborhood Gary Francque - EXP.docx.pdf
EXE RES2 Macy - Barry - Old Morgan Park Neighborhood Gary Francque - CB x.pdf
EXE RES2 Macy - Barry - Old Morgan Park Neighborhood Gary Francque - ATT

A Resolution approving a block party for the Old Morgan Park Neighborhood scheduled for Saturday, September 26, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Gary Francque on behalf of the Old Morgan Park Neighborhood for the use of public right-of-way in conjunction with said block party.

Explanation: The Special Event Committee has received an application from the Old Morgan Park Neighborhood for their annual neighborhood block party. The event is scheduled for Saturday, September 26, 2026, and requires a temporary full closure of 26th Avenue, between 9th Street and 10th Street, from 3:00 p.m. to 10:00 p.m., including set-up and clean-up time.

The City Council approved the establishment of a Block Party Policy effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING a block party for the Old Morgan Park Neighborhood scheduled for Saturday, September 26, 2026; and

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

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Gary Francque on behalf of the Old Morgan Park Neighborhood for the use of public right-of-way in conjunction with said block party.

WHEREAS, block parties enhance the quality of life for City residents, through social interaction and educational, cultural and entertainment opportunities; and

WHEREAS, the Special Event Committee has received an application from the Old Morgan Park Neighborhood/Gary Francque requesting approval to conduct a neighborhood block party; and

WHEREAS, the proposed event requires the temporary full closure of 26th Avenue, between 9th Street and 10th Street, from 3:00 p.m. to 10:00 p.m., including time for set-up and clean-up; and

WHEREAS, the City Council approved the establishment of a Block Party Policy effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council; and

WHEREAS, the Special Event Committee has reviewed the request and recommends approval of the event and associated closure; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm.

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

That this Council hereby approves a block party for the Old Morgan Park Neighborhood scheduled for Saturday, September 26, 2026.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Public Works Department to erect barriers and post temporary signs, if necessary, for the purpose of the

temporary full closure of 26th Avenue, from 9th Street to 10th Street, from 3:00 p.m. to 10:00 p.m. on Saturday, September 26, 2026.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to a Licensing Agreement with Gary Francque on behalf of the Old Morgan Park Neighborhood for the use of public right-of-way in conjunction with said block party; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

LICENSEE: **GARY FRANCQUE ON BEHALF OF THE OLD MORGAN PARK NEIGHBORHOOD**

LICENSING AGREEMENT

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

The LICENSEE is Gary Francque on behalf of the Old Morgan Park Neighborhood hereinafter called the LICENSEE.

PREMISES: **Use of the following public rights-of-way:**

Full closure of 26th Avenue, between 9th and 10th Street, on Saturday, September 26, 2026, from 3:00 p.m. to 10:00 p.m. as depicted on Exhibit A attached hereto and incorporated herein by reference.

LICENSOR is responsible for submitting a plan for road closure barriers to LICENSEE approximately 30 days prior to September 26, 2026.

USE: LICENSEE shall be allowed only to: Use the public Right-of-Way for the Glen Oaks Neighborhood Block Party scheduled for Saturday, September 26, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the Glen Oaks Neighborhood Block Party scheduled for Saturday, September 26, 2026.

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, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is September 26, 2026, from 3:00 p.m. to 10 p.m.

This agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall indemnify and hold the CITY and its Officers, Agents, and Employees harmless against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party in connection with use or misuse of the premises, and from any/all accidents on the premises.

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.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: William Atkins
City Attorney
619 16th Street
Moline, IL 61265

IF TO LICENSEE: Gary Francque
733 26th Avenue
Moline, IL 61265

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

GARY FRANCQUE,
Old Morgan Park Neighborhood

By:_____
Gary Francque

Date:_____

LICENSOR:

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

Francque Block Party

26th Avenue from 9th Street to 10th Street

Barricade

Map Created
11/25/2025

0 25 50 100 150 200 Feet



AGENDA ITEM DETAIL
July 7, 2026

A Resolution approving a block party for the Karstens/City Line Neighborhood Group scheduled for Saturday, September 12, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group for the use of public right-of-way in conjunction with said block party.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES3 Macy - Barry - Karstens City Line Neighborhood Group -EXP
EXE RES3 Macy - Barry - Karstens City Line Neighborhood Group - CB
EXE RES3 Macy - Barry - Karstens City Line Neighborhood Group - ATT1 (Licensing Agreement).pdf

A Resolution approving a block party for the Karstens/City Line Neighborhood Group scheduled for Saturday, September 12, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group for the use of public right-of-way in conjunction with said block party.

Explanation: The Special Event Committee has received an application from the Karstens/City Line Neighborhood Group for their annual neighborhood block party. The event is scheduled for Saturday, September 12, 2026, and requires a temporary full closure of the cul-de-sac on the south end of 2nd Street from 4:00 p.m. to 9:00 p.m., including set-up and clean-up time.

The City Council approved the establishment of a Block Party Policy effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING a block party for the Karstens/ City Line Neighborhood Group scheduled for Saturday, September 12, 2026; and

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

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group for the use of public right-of-way in conjunction with said block party.

WHEREAS, block parties enhance the quality of life for City residents, through social interaction and educational, cultural and entertainment opportunities; and

WHEREAS, the Special Event Committee has received an application from the Karstens/ City Line Neighborhood Group requesting approval to conduct a neighborhood block party; and

WHEREAS, the proposed event requires the temporary full closure of the cul-de-sac on the south end of 2nd Street from 4:00 p.m. to 9:00 p.m., including time for set-up and clean-up; and

WHEREAS, the City Council approved the establishment of a Block Party Policy effective January 1, 2026, at the City Council Meeting held on October 14, 2025, Council Bill/Resolution No. 1167-2025. According to the Block Party Policy, all block party requests require approval by the City Council; and

WHEREAS, the Special Event Committee has reviewed the request and recommends approval of the event and associated closure; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm.

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

That this Council hereby approves a block party for the Karstens/ City Line Neighborhood Group scheduled for Saturday, September 12, 2026.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Public Works Department to erect barriers and post temporary signs, if necessary, for the purpose of the temporary full closure of the cul-de-sac on the south end of 2nd Street from 4:00 p.m. to 9:00 p.m. on Saturday, September 12, 2026.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to a Licensing Agreement with Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group for the use of public right-of-way in conjunction with said block party; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

LICENSEE: **LORI MCKENZIE ON BEHALF OF THE KARSTENS/CITY LINE NEIGHBORHOOD GROUP**

LICENSING AGREEMENT

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

The LICENSEE is Lori McKenzie on behalf of the Karstens/City Line Neighborhood Group hereinafter called the LICENSEE.

PREMISES: **Use of the following public rights-of-way:**

Full closure of the cul-de-sac on the south end of 2nd Street, on Saturday, September 12, 2026, from 4:00 p.m. to 9:00 p.m. as depicted on Exhibit A attached hereto and incorporated herein by reference.

LICENSOR is responsible for submitting a plan for road closure barriers to LICENSEE approximately 30 days prior to September 12, 2026.

USE: LICENSEE shall be allowed only to: Use the public Right-of-Way for the Karstens/City Line Neighborhood Group Block Party scheduled for Saturday, September 12, 2026.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the Karstens/City Line Neighborhood Group Block Party scheduled for Saturday, September 12, 2026.

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, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is September 12, 2026, from 4:00 p.m. to 9 p.m.

This agreement may be revoked by the City Council, Chief of Police, Fire Chief, or City Administrator in the case of public emergencies.

FEE: The City acknowledges receipt of good and valuable consideration for this License.

CONDITIONS: LICENSEE shall indemnify and hold the CITY and its Officers, Agents, and Employees harmless against any loss, cost, expense, injury, damage or liability incurred by reason of any personal injury or property damage sustained by any person, caused or resulting from the block party in connection with use or misuse of the premises, and from any/all accidents on the premises.

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.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY: City of Moline
619 16th Street,
Moline, IL 61265

WITH A COPY TO: William Atkins
City Attorney
619 16th Street
Moline, IL 61265

IF TO LICENSEE: Lori McKenzie
2906 2nd Street
Moline, IL 61265

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

LORI MCKENZIE,
Karstens/City Line Neighborhood Group

By:_____
Lori McKenzie

Date:_____

LICENSOR:

CITY OF MOLINE, ILLINOIS
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

McKenzie Block Party

Map Created
11/24/2025

Cul-de-sac on 2nd Street from 2906 2nd Street

Barricade

0 25 50 100 150 200 Feet



AGENDA ITEM DETAIL
July 7, 2026

A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026; closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Susan Anderson on behalf of the Butterworth Center & Deere-Wiman House for the use of public right-of-way in conjunction with said event.

SUGGESTED ACTION:

ATTACHMENTS:

EXE RES4 Macy - Barry - Butterworth Center Porch Party Event - EXP.pdf
EXE RES4 Macy - Barry - Butterworth Center Porch Party Event - CB x.pdf
EXE RES4 Macy - Barry - Butterworth Center Porch Party Event- ATT (Licensing Agreement).pdf

---

A Resolution approving a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026; closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Susan Anderson on behalf of the Butterworth Center & Deere-Wiman House for the use of public right-of-way in conjunction with said event.

Explanation: The Special Event Committee has received an application from the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026. This event requires temporary full closure of 11th Avenue, between 8th Street and the east side of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 6:00 p.m. (including set-up and clean-up time). This annual event was established in 2019. Event organizers requested the portion of the road be closed starting in 2022 to allow additional space for food trucks.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING a special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026; and

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

AUTHORIZING the Mayor and City Clerk to execute and attest to a Licensing Agreement with Susan Anderson on behalf of the Butterworth Center & Deere-Wiman House for the use of public right-of-way in conjunction with said event.

WHEREAS, special events enhance the quality of life for City residents, encourage visitors, foster community development through social interaction and educational, cultural and entertainment opportunities, and generate economic benefits for the City; and

WHEREAS, the Butterworth Center Porch Party event is scheduled for Sunday, September 20, 2026; and

WHEREAS, this event requires temporary full closure of 11th Avenue, between 8th Street and the east side of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 6:00 p.m. (including set-up and clean-up time); and

WHEREAS, the City is responsible for providing barriers for the Butterworth Center Porch Party event and the Police Department will provide guidance for the required placement of the barriers; and

WHEREAS, the coordinator of this event has signed a licensing agreement so as to save harmless the municipality from all financial loss, damage or harm and agrees to provide insurance listing the City of Moline as additional insured.

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

That this Council hereby approves the special event that is sponsored by the Butterworth Center & Deere-Wiman House for the Porch Party event scheduled for Sunday, September 20, 2026.

BE IT FURTHER RESOLVED that this Council hereby authorizes the Public Works Department to erect barriers and post temporary signs, if necessary, for the purpose of the temporary full closure of 11th Avenue, between 8th Street and the east side of the Butterworth Center & Deere-Wiman House parking lot entrance from 8:00 a.m. to 6:00 p.m. on Sunday, September 20, 2026.

BE IT FURTHER RESOLVED that this Council hereby authorizes the use of public right-of-way in conjunction with said event.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

LICENSEE: BUTTERWORTH CENTER & DEERE-WIMAN HOUSE

LICENSING AGREEMENT

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

The LICENSEE is Butterworth Center & Deere-Wiman House hereinafter called the LICENSEE.

PREMISES: Sunday, September 20, 2026

Use of public right-of-way as follows:

The temporary full closure of 11th Avenue, between 8th Street and the east side of Butterworth Center & Deere-Wiman House parking lot entrance as shown on Exhibit A attached hereto and incorporated herein by reference.

USE: LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for the "Porch Party," family-friendly festival.

INTEREST: LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the "Porch Party."

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, executory, or other rights, except as specifically given herein are to be acquired by the LICENSEE.

TERM: The term of this Licensing Agreement is from 8:00 a.m. to 6:00 p.m. on Sunday, September 20, 2026.

FEE: As referenced in the Code of Ordinances and Special Event Policy.

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 of same shall be deposited with the CITY prior to the event and shall be in an amount not less than $1,000,000 for bodily injury, or death, property damage, all types of liability and $2,000,000

aggregate, 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.

NOTICE: Any notice required hereunder shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO THE CITY:	City of Moline 619 16th Street, Moline, IL 61265
WITH A COPY TO:	William W.P. Atkins, City Attorney City of Moline 619 16th Street Moline, IL 61265
IF TO LICENSEE:	Susan Anderson 1105 8th Street Moline, IL 61265
WITH A COPY TO:	

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; and (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

LICENSEE:

BUTTERWORTH CENTER &
DEERE-WIMAN HOUSE

By: _____
Susan Anderson

Date: _____

LICENSOR:

CITY OF MOLINE, ILLINOIS,
a Municipal Corporation

By: _____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

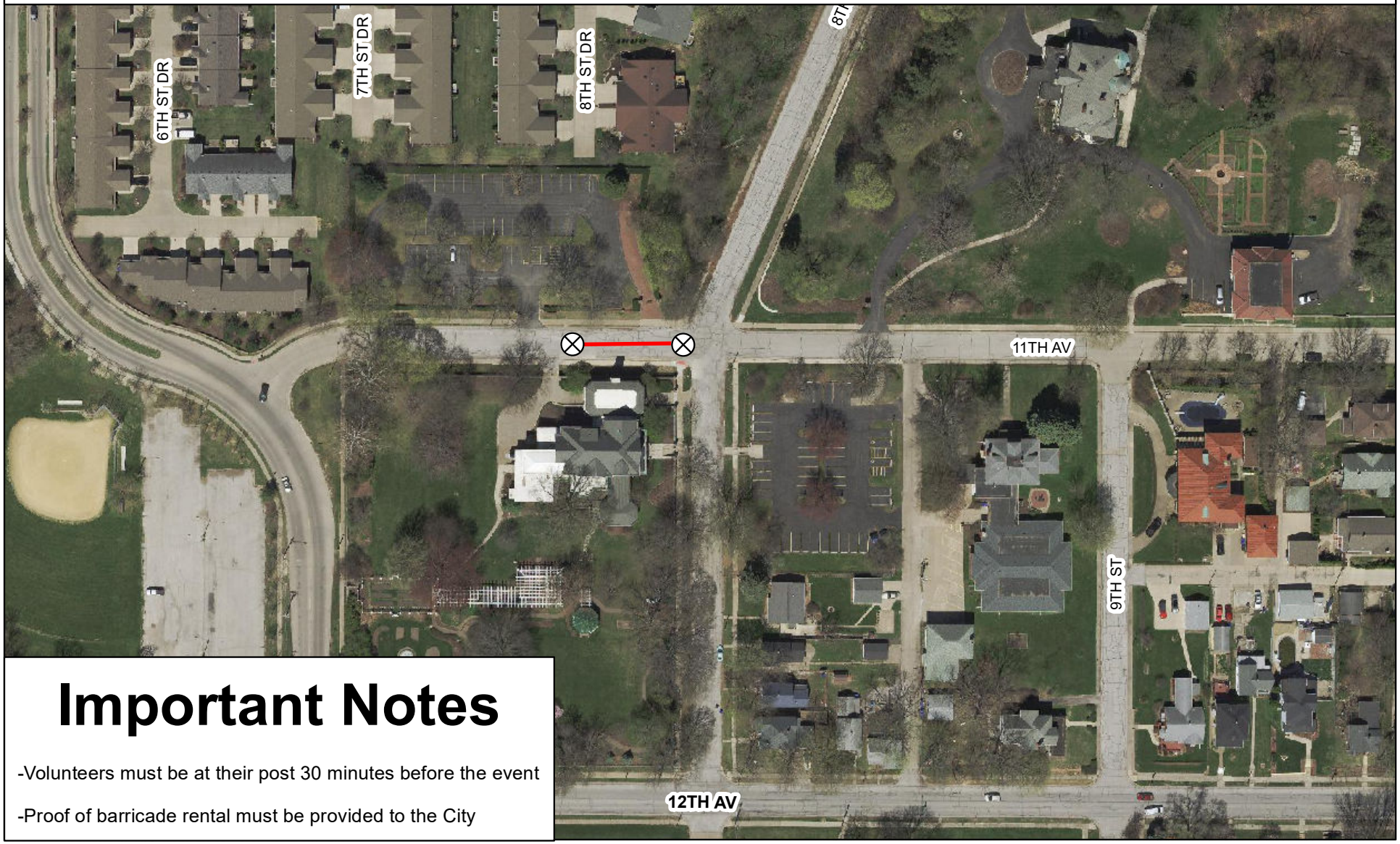
Porch Party Street Closure

0 120 240 480 Feet

Map Created
6/29/2026

Full Lane Closure

Barricades



Important Notes

-Volunteers must be at their post 30 minutes before the event

-Proof of barricade rental must be provided to the City

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement between the City of Moline, Illinois, and the City of Colona, Illinois, ("Colona") to jointly retain the services of Strand Associates, Inc., to conduct a study of the feasibility of Colona joining the Rock River Valley Regional Sewer System ("RRVRSS") at an hourly-rate basis plus expenses for an estimated fee of $75,500.

SUGGESTED ACTION:

ATTACHMENTS:

UTL RES1 Rhonda-Laura-Colona IGA-EXP.pdf
UTL RES1 Rhonda-Laura-Colona IGA-CB xg.pdf
UTL RES1 Rhonda-Laura-Colona IGA-ATT.pdf
UTL RES1 Rhonda-Laura-Colona IGA-ATT2 (Strand Project Letter).pdf

---

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement between the City of Moline, Illinois, and the City of Colona, Illinois, ("Colona") to jointly retain the services of Strand Associates, Inc., to conduct a study of the feasibility of Colona joining the Rock River Valley Regional Sewer System ("RRVRSS") at an hourly-rate basis plus expenses for an estimated fee of $75,500.

Explanation: The City of Colona must either upgrade the Colona–Green Rock Regional STP or pursue a regionalization effort to meet upcoming phosphorus discharge requirements and maintain long-term permit compliance. Given the age and limitations of the existing plant, Colona needs to determine whether it is more cost-effective to invest in major treatment upgrades or pursue regionalization with a neighboring facility. Therefore, Colona desires to explore the feasibility of joining the RRVRSS and Moline agrees that the determining the feasibility of Colona joining the RRVRSS is a desirable goal. Moline has a satisfactory relationship with Strand Associates, Inc. ("Strand") regarding engineering services in connection with the RRVRSS and has discussed with Strand the possibility of conducting a study of the feasibility of Colona joining the RRVRSS. The parties agree that each will be responsible for one half of the total cost of the services provided by Strand in conducting the feasibility study, including any unexpected costs that may arise during the study. The project fee is based on an hourly-rate basis plus expenses for an estimated fee of $75,500.

Staff Recommendation: Approval

Fiscal Impact: An hourly-rate basis plus expenses for an estimated fee of $75,500. The City will be responsible for one half of the total cost and funds are available in Account No. 320-1833-433.03-22, Professional/Technical.

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement between the City of Moline, Illinois, and the City of Colona, Illinois, ("Colona") to jointly retain the services of Strand Associates, Inc., to conduct a study of the feasibility of Colona joining the Rock River Valley Regional Sewer System ("RRVRSS") at an hourly-rate basis plus expenses for an estimated fee of $75,500.

WHEREAS, the City of Moline ("City") is a home rule municipality organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the City is authorized to contract and be contracted with (65 ILCS 5/2-2-12); and

WHEREAS, the City is authorized to enter into the intergovernmental agreement herein set forth by virtue of its home rule powers, as well as pursuant to Article VII, Section 10 of the Illinois Constitution, and by the provisions of the Illinois Governmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the City and other governmental entities entered into an agreement in 1977 regarding the Rock River Valley Regional Sewer System (RRVRSS); and

WHEREAS, the 1977 Agreement has been amended, but Moline and other municipalities continue to participate in a successor agreement pertaining to the RRVRSS; and

WHEREAS, Colona desires to explore the feasibility of joining the RRVRSS and Moline agrees that the determining the feasibility of Colona joining the RRVRSS is a desirable goal; and

WHEREAS, Moline has a satisfactory relationship with Strand Associates, Inc., ("Strand") regarding engineering services in connection with the RRVRSS and has discussed with Strand the possibility of conducting a study of the feasibility of Colona joining the RRVRSS; and

WHEREAS, the parties agree that each will be responsible for one half of the total cost of the services provided by Strand in conducting the feasibility study, including any unexpected costs that may arise during the study at an hourly-rate basis plus expenses for an estimated fee of $75,500.

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 and attest to an Intergovernmental Agreement between the City of Moline, Illinois, and the City of Colona,

Illinois, ("Colona") to jointly retain the services of Strand Associates, Inc., to conduct a study of the feasibility of Colona joining the Rock River Valley Regional Sewer System ("RRVRSS") at an hourly-rate basis plus expenses for an estimated fee of $75,500; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

AN AGREEMENT BETWEEN
THE CITY OF MOLINE, ILLINOIS
AND THE CITY OF COLONA, ILLINOIS

This Agreement is made and entered into on the 1st day of July, 2026, by and between the City of Moline, Illinois, an Illinois municipal corporation ("Moline"), and the City of Colona, Illinois, an Illinois municipal corporation ("Colona"), Moline and Colona collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Moline and other governmental entities entered into an agreement in 1977 regarding the Rock River Valley Regional Sewer System (RRVRSS); and

WHEREAS, the 1977 Agreement has been amended, but Moline and other municipalities continue to participate in a successor agreement pertaining to the RRVRSS; and

WHEREAS, Colona desires to explore the feasibility of joining the RRVRSS system and Moline agrees that the determining the feasibility of Colona joining the RRVRSS is a desirable goal; and

WHEREAS, Moline has a satisfactory relationship with Strand Associates, Inc. ("Strand") regarding engineering services in connection with the RRVRSS and has discussed with Strand the possibility of conducting a study of the feasibility of Colona joining the RRVRSS; and

WHEREAS, the Parties now enter into this intergovernmental agreement to jointly retain the services of Strand to conduct such feasibility study; and

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, it is mutually agreed as follows:

A. SERVICES OF STRAND ASSOCIATES, INC.

Moline has a satisfactory existing relationship with Strand which will allow the Parties to jointly contract with Strand for the necessary feasibility study. The Parties expect the eventual agreement with Strand to be in substantially similar form to the original proposal presented by Strand, attached as Exhibit A (hereinafter "Strand Planning Letter").

The Parties agree that each will be responsible for one half of the total cost of the services provided by Strand in conducting the feasibility study, including any unexpected costs that may arise during the study.

B. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed by registered or certified mail.

If to Colona:
Mayor
Brian Johnson
P.O. Box 170
100 E. 9th Avenue
Colona, IL 61241

If to Moline:
City Administrator
Bogdan Vitas
619 16th Street
Moline, IL 61265

With copy to:
Jeff Wright
Corporate Counsel
1617 2nd Avenue
Suite #300
Rock Island, IL 61201

With copy to:
William W. P. Atkins
City Attorney
619 16th Street
Moline, IL 61265

C. CONTROLLING DOCUMENT

This Agreement in no way modifies any prior agreements between the Parties and has no impact upon any prior agreements by Moline or any other party concerning the RRVRSS.

D. SEVERABILITY

Unless otherwise provided herein, in the event that any portion, of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision, or part thereof shall not affect the validity of any other provision hereof.

E. ILLINOIS LAW

This Agreement is made and entered into in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the law of the State of Illinois and venue shall be proper in Rock Island County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE

By:
Sangeetha Rayapati, Mayor

CITY OF COLONA

By: 6/30/26
Brian Johnson, Mayor

Attest:
Stephanie Murphy, City Clerk

Attest: 6/30/26
Charlotte Park, City Clerk

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Task Order No. 26-01
City of Moline, Illinois (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated December 18, 2018

Project Information

Services Name: Rock River Valley Regional Sewer System (RRVRSS) Planning-Related Services

Scope of Services

ENGINEER will provide the following services to OWNER:

1. Submit a request to OWNER for data and documentation appropriate for planning services. Review OWNER-provided information.

2. Attend a virtual kickoff meeting with OWNER to review project scope, available information, project goals, schedule, management goals, operating goals, maintenance goals, list of potential alternatives for RRVRSS upgrades, permitting, environmental issues, and communication planning.

3. Summarize the existing RRVRSS that would potentially serve the City of Colona, Illinois (Colona) including a summary of the existing capacity of the gravity sewer interceptors, pumping station, and force main.

4. Establish existing average and peak flows within the RRVRSS based on the existing hydraulic model that was created as part of the 2017 South Slope Collection System Study completed by ENGINEER. The model was created using the physical parameters for the sewer infrastructure collected from OWNER's geographic information system and flow data collected from a combination of seven temporary flow meters, pump stations, and permanent flow monitoring devices from the Village of Coal Valley, Illinois (Coal Valley) and the City of East Moline, Illinois (East Moline). Additional temporary flow metering is not proposed for this study. Existing flow data for the two permanent flow metering locations (Coal Valley Metering Station and the Blackhawk Metering Station–East Moline) and operational and flow data from the Coal Creek Pumping Station over the last three years will be compared to the data used in the 2017 study. Review and summarize infiltration and inflow levels by evaluating the average, dry, and wet weather interceptor flows.

5. Establish projected future design-average and peak flows for the regional interceptors and pumping stations based on local planning agency population projections with and without Colona's potential wastewater contribution.

6. Prepare and submit data tables and a Microsoft PowerPoint (PowerPoint) review presentation, which will summarize the scope items above.

7. Hold virtual meeting to discuss data tables and review the presentation.

8. Conduct a site visit to review the condition of the existing Coal Creek Pumping Station and associated major equipment, building, supervisory control and data acquisition system, and utilities. Gather photographs and notes regarding condition and deficiencies. Meet with operations staff during this visit to review known equipment deficiencies. A condition assessment of the manholes and televising of the interceptor sewers that would potentially serve Colona are not included in this planning evaluation.

9. Review the capacity of Interceptors C-1, B, and A-1; the Coal Creek Pumping Station; and the South Slope Wastewater Treatment Plant to determine if hydraulic and treatment capacity is adequate for current and 20-year planning period flows and loadings with and without Colona's projected wastewater contribution.

10. Develop a list of potential alternatives to address condition or capacity deficiencies, including the impact of Coal Valley reducing existing peak flows to below its allocated capacity.

11. Hold a virtual meeting with OWNER to review deficiencies and to review preliminary list of alternatives for improvements. Alternatives to be included in the alternatives analysis will be identified at this meeting.

12. Perform cost-benefit analysis of alternatives for improvements to address deficiencies identified in previous tasks. The analysis will include development of opinions of capital, operations and maintenance, and overall present-worth costs. Non-monetary factors such as reliability, flexibility, constructability, and ease of operation will also be provided.

13. Prepare and submit a PowerPoint review presentation to OWNER, including the following:
    a. A summary of condition and capacity deficiencies identified during previous reviews.
    b. A preliminary screening and evaluation of improvement alternatives reviewed in detail.
    c. A summary of up two alternatives' analysis and modeling results, including opinions of probable costs along with a summary of non-monetary factors.

14. Hold one virtual meeting to discuss data tables and review presentation.

15. Prepare and submit a PowerPoint review presentation to OWNER documenting the selected alternatives, necessary improvements, total project costs, and proposed project timing and phasing (if appropriate). This will also include a summary of rate impacts, potential connection fees for Colona as a result of implementing the plan, and a summary of possible funding sources.

16. Hold one virtual meeting to discuss data tables and review presentation.

17. Prepare an electronic portable document format (PDF) file of the draft report. Submit to OWNER for review and input. Incorporate OWNER's comments, as appropriate.

18. Hold one in-person meeting with OWNER and Colona to review the draft report.

19. Submit one electronic PDF file and three hard copies of the final report to OWNER.

20. Provide up to three paper copies and one electronic PDF file of the final report to OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses an estimated fee of $75,500.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of July 20, 2026. Services are scheduled for completion on December 31, 2026.

The following schedule is anticipated:

Scope Items	Anticipated Completion Date
Items 1–7	August 31, 2026
Items 8–11	September 18, 2026
Items 12–14	November 6, 2026
Items 15–16	November 30, 2026
Items 17–18	December 17, 2026
Items 19–20	December 31, 2026

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker 7/1/26
Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF MOLINE, ILLINOIS

Sangeetha Rayapati Date
Mayor

AGENDA ITEM DETAIL
July 7, 2026

Committee-of-the-Whole, Council, and Executive Session meeting minutes of June 23, 2026, and appointments made at Committee-of-the-Whole on July 7, 2026.

SUGGESTED ACTION: Approval

ATTACHMENTS: 2026-06-23 COW-Council Minutes (Draft).pdf

MOLINE COMMITTEE-OF-THE-WHOLE/ COUNCIL MINUTES

Tuesday, June 23, 2026
6:00 PM
City Hall
Council Chambers - 2nd Floor
619 16th Street
Moline, IL 61265

DRAFT

Committee-of-the-Whole Call to Order

PRESENT: Mayor Sangeetha Rayapati *(Chair)*
Alderperson Alan Silas (Ward 1)
Alderperson Alvaro Macias *(Ward 2)*
Alderperson Abdur Razzaque *(Ward 3)*
Alderperson Matt Timion *(Ward 4)*
Alderperson Jessica Finch *(Ward 5)*
Alderperson Daniel McNeil *(Ward 6)*
Alderperson James Patrick Schmidt *(Alderperson At-Large)*

ABSENT: Alderperson Anna Castro *(Ward 7)*

STAFF: Bob Vitas, City Administrator
Bill Atkins, City Attorney
Stephanie Murphy, City Clerk
Carol Barnes, Director of Finance
Lupe Ramirez, Assistant Director of Finance
Laura Klauer, Director of Engineering
Eric Griffith, Director of Parks & Recreation
Jennifer Bizarri, Assistant Director of Community & Economic Development
Chris Parr, Chief Economic Development Officer
Laura Williamson, Director of Utilities
Denver Schmitt, Director of Public Works
Leah Madsen, Director of Human Resources
Darren Gault, Chief of Police
Steve Regenwether, Fire Chief
David Rowatt, Information Technology Manager
KJ Whitley, Community Development Manager
Ashley Allen Smith, Community Engagement Manager
Macy McManus, Executive Coordinator
Adam Moore, Finance Business Analyst
Andrea Bradley, Accounting Manager
Janine Hollembaek Parr, Utility Billing and Customer Service Manager
Courtney Reid, Budget & Revenue Manager
Brandon Tidwell, Human Resources Manager

OTHERS: Margaret Kostopulos, Ancel Glink *~electronically*
Shawn Ajazi, Progressive Business Solutions *~electronically*

Mayor Rayapati called the meeting to order at 6:00 p.m. in Council Chambers.

Roll Call
Roll call was taken with Mayor Rayapati, Alderpersons Silas, Macias, Razzaque, Timion, Finch, McNeil, and Schmidt present. Absent: Alderperson Castro.

Public Comment
Simon Zimmerman, sophomore at Southern Illinois University Carbondale, comes home to Moline for the summers. He is requesting that the lights at the pickleball court be left on until 11:00 p.m., not 9:00 p.m. as they are currently.

Bonnie Johnson, Moline Township Supervisor, presented public comment to remind everyone of parking issues in and around Moline Township.

Board Appointments
Mayor's reappointment of Elizabeth Finch to the Moline Commission on Youth for a 3-year term to expire March 31, 2029.

Mayor's reappointments of Regina Nelson and Bob Poor to the Library Board of Trustees for 3-year terms to expire May 31, 2029.

Mayor's appointment of Michelle King to the Library Board of Trustees to fill the unexpired term of Diane Enani to expire May 31, 2027.

Mayor's appointment of Kelin Taylor to the Historic Preservation Commission for a 3-year term to expire April 30, 2029.

Mayor's appointment of Gilbert Peña to the Keep Moline Beautiful Commission for a 3-year term to expire November 30, 2029.

Mayor's appointment of Amanda Kerschieter to the Park and Recreation Board for a 5-year term to expire May 31, 2031.

Mayor's appointment of Richie Masias to the Public Art Commission for a 2-year term to expire September 30, 2027.

Mayor's appointment of Matt Hernandez to the Citizens Advisory Council on Urban Policy to fill the unexpired term of Jersey Rivers to expire July 31, 2028.

Mayor’s appointment of Alan Silas to the Bi-State Regional Commission as City Council representative, concurrent with their aldermanic term expiring May 1, 2027.

Additionally, Mayor reported that there is a need for a Council liaison for the Keep Moline Beautiful Commission which meets at 4:00 p.m. on the second Thursday of each month.

DRAFT

Presentation

6.1 Carol Barnes, Director of Finance, reported that the City is first time recipient of the Government Finance Officers Association (GFOA) Popular Annual Financial Report Award for 2024. The Popular Annual Financial Report (PAFR) recognizes state and local governments that focus on transparency. Governments must produce concise, user-friendly reports designed for easy reader usability. Carol recognized Ashley Allen Smith, Community Engagement Manager, Macy McManus, Executive Coordinator, and Adam Moore, Finance Business Analyst. They will receive a plaque of recognition.

6.2 Carol Barnes, Director of Finance, reported that as a result of receiving the GFOA's Popular Annual Financial Report Award for 2024, the City has been awarded the GFOA's Triple Crown Award for 2024. The Triple Crown award recognizes governments that have received GFOA's Certificate of Achievement for Excellence in Financial Reporting, Popular Annual Financial Reporting Award, and the Distinguished Budget Presentation Award. Barnes recognized Lupe Ramirez, Assistant Director of Finance, Janine Hollembaek Parr, Utility Billing and Customer Service Manager Courtney Reid, Budget & Revenue Manager, Andrea Bradley, Accounting Manager, Will Tolmie, Accountant (not present), and Jillian Uribe, Accounting Technician (not present). Barnes thanked the department for all their hard work and dedication and also thanked Mayor Rayapati and Council for their continued support and guidance.

Proclamation

7.1 A Proclamation request by Eric Griffith, Director of Parks and Recreation, to declare the month of July 2026, as "Park and Recreation Month." Eric Griffith, Director of Parks and Recreation, shared that the Parks and Recreation department has over 100 seasonal and full-time employees. Thank Council and community for continued support. Mayor Rayapati read the proclamation and presented it to Eric Griffith.

Questions on the Agenda

Item 17.6 will be pulled off the Consent agenda and put on the Non-Consent agenda for discussion.

Agenda Items

9.1 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328. Denver Schmitt, Director of Public Works, the City received seven (7) Statements of Qualifications. Staff reviewed and is recommending Bush Construction Company, Inc., was the most qualified firm to provide these services. A key component of the agreement will be the establishment of a Guaranteed Maximum Price (GMP) for the project. Under this delivery method, Bush Construction will provide a not-to-exceed project cost, offering the City greater cost certainty as it evaluates financing options, including the issuance of bonds. The agreement also includes provisions to revisit and finalize the GMP as the design advances and additional project details become available.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Schmidt. Discussion held. Motion carried unanimously.

9.2 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement separately with each participating taxing body for Property Tax Abatement as established under the Moline River Edge Redevelopment Zone in the City of Moline; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement. Chris Parr, Chief Economic Development Officer,

DRAFT

reported that City staff received notice from the Department of Commerce and Economic Development ("DCEO") on April 1, 2026, approving the designation of the Moline River Edge Redevelopment Zone. To enact the proposed property tax abatement incentive as contemplated in the application, staff presented a standardized intergovernmental agreement to the taxing bodies of Moline Coal Valley School District 40, Rock Island County, Blackhawk Community College 503, Moline Township, Metrolink Mass Transit District, Rock Island County Forest Preserve District, Quad City Metropolitan Airport Authority, and applicable Special Service Areas for their consideration to participate in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements. Local taxing bodies, receiving approval from their respective boards for participation in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements, desire at this time to enter into a binding Intergovernmental Agreement in execution and administration of the River Edge Redevelopment Zone in the City of Moline.

A motion was made by Alderperson Finch to approve. Seconded by Alderperson Schmidt. Discussion held. Alderperson Silas recused himself from voting. Motion carried unanimously.

9.3 A Resolution approving Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District; and authorizing the Mayor and City Clerk to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the advancement of the demolition approach and scope package for the Moline Riverfront redevelopment project; and authorizing City staff to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process. Chris Parr, Chief Economic Development Officer, reported that Work Authorization #05a amends the City's existing agreement with MKSK for the Moline Riverfront Master Plan. Specifically, this scope of work will further analyze the viability of the collective existing building, formerly known as the Bridgepoint Building, for the purpose of making a conclusive determination of the viability for preservation and redevelopment of a select portion of structure(s) as contemplated in the Moline Riverfront Master Plan and create the demolition package for the portion of structure(s) that will not be preserved and therefore slated for demolition. Work will be completed by MKSK in coordination with subconsultants identified in the work authorization, with oversight from City staff through the project management and technical working groups.

A motion was made by Alderperson Timion to approve. Seconded by Alderperson Finch. Discussion held.

Bob Vitas, City Administrator, reported that reaching this stage required extensive negotiations between staff and the firms invovled. He noted that one of the agenda item attachments includes a matrix identifying which firm has primary responsibility for each task and which firm serves in a supporting capacity.

Motion carried unanimously.

Adjournment of the Committee-of-the-Whole and Council Call to Order

Pledge of Allegiance

DRAFT

Invocation
There was no Invocation.

Roll Call
Roll call was taken with Mayor Rayapati, Alderpersons Silas, Macias, Razzaque, Timion, Finch, McNeil, and Schmidt present. Absent: Alderperson Castro.

Consent Agenda

Approval of Minutes and Appointments
Committee-of-the-Whole and Council meeting minutes of June 9, 2026, Committee-of-the-Whole meeting minutes of June 16, 2026, and appointments made at Committee-of-the-Whole on June 23, 2026.

Resolutions

17.1 1105-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Phoenix Corporation of the Quad Cities, for Project #1513, 15th Street Resurfacing, for the amount of $335,289.73.

17.2 1106-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Highway-Rail Signal Interface Agreement for installation and maintenance of the 12th Street at-grade crossing, with Iowa Interstate Railroad, LLC, ("IAIS").

17.3 1107-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Motor Fuel Tax (MFT) Section 26-00000-01-GM, 2026 Asphalt Project, for the amount of $658,718.44.

17.4 1108-2026 A Resolution approving a Resolution for Maintenance Under the Illinois Highway Code for Motor Fuel Tax (MFT) Section Number 26-00000-01-GM, 2026 Asphalt Project, 16th Avenue Resurfacing, Rock Island Border to 7th Street, for the amount of $650,000.

17.5 1109-2026 A Resolution authorizing the Mayor and City Clerk to accept three (3) Deeds of Dedication for Street Right-of-Way and three (3) Temporary Construction Easements, more particularly described herein, to allow construction to proceed on Project #22-00289-00-BT, 25th Avenue Shared-Use Path Construction.

17.7 1110-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a School Resource Officer Agreement between the City of Moline and the Board of Education of Moline – Coal Valley School District No. 40 setting forth the terms for assignment of four police liaison officers to Moline schools for the 2026-2027 school year.

17.8 1111-2026 A Resolution authorizing a grant to World Relief Quad Cities for the amount of $1,500 from the Special Events Fund to support the 2026 World Refugee Day Quad Cities Celebration, scheduled for Saturday, June 20, 2026.

17.9 1112-2026 A Resolution approving a block party for the Karstens/City Line Neighborhood Association scheduled for Sunday, September 20, 2026; and closing certain streets more particularly described herein to vehicular traffic; and authorizing the Mayor and City Clerk to execute and attest to a Licensing Agreement with Michele Shipp on behalf of the Karstens/City Line

DRAFT

Neighborhood Association for the use of public right-of-way in conjunction with said block party.

17.10 1113-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to an Asset Purchase Agreement with Kaizen Company of America LC, and Riverstation on Bass Street, LLC, for the asset located at 1601 River Drive, Moline, Illinois, for a purchase price of $1,650,000; and authorizing all appropriate City officials, officers, corporation counsel and staff to do all things necessary to complete each of the City's responsibilities and enforce each of the City's expected benefits as referred to in such Agreement.

Omnibus Vote

Alderperson Finch, seconded by Alderperson Schmidt, moved to approve and adopt, by omnibus vote, these items. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

Non-Consent Agenda

Resolutions

17.6 1104-2026 A Resolution authorizing the Mayor and City Clerk to execute and attest to a Solar Facility Site Lease Agreement with Community Power Group LLC, a Delaware limited liability company, to lease a portion of certain City-owned property to allow Lessee to develop, construct, own, operate and maintain a solar photovoltaic energy production and storage facility, for a 25-year base period, with certain specified extensions.

Approved. Alderperson Finch, seconded by Alderperson Razzaque, made a motion to approve Council Bill 1104-2026. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, Razzaque; nays: none.

Bob Vitas, City Administrator, reported that after the agenda was posted, he received an email from Abigail Tausig of Community Power Group (CPG) indicating that MidAmerican had completed an updated system impact study. The study determined that the maximum project size at the proposed location is three (3) megawatts, rather than the five (5) megawatts previously referenced over the past two years.

Vitas explained that this represents a significant reduction in the project's size due to limitations identified by MidAmerican. As a result, the project would require leasing a smaller portion of the Boeye Farm property than originally anticipated. He noted that, until receiving this updated information, the City had been evaluating the site with the expectation that it could ultimately support approximately 20 to 22 megawatts. Should MidAmerican increase system capacity in the future, the project could be expanded accordingly.

Shawn Ajazi of Progressive Business Solutions participated electronically. Ajazi reported that, based on the updated MidAmerican system impact study, Community Power Group (CPG) will invest approximately $1 million in system upgrades necessary to support the construction and full energization of the three (3) megawatt solar project. He stated that this investment demonstrates CPG's strong commitment to the collective solar project and to its partnership with the City of Moline.

Mayor Rayapati stated that if the City is unable to obtain sufficient energy through its current allocation, it may need to explore additional energy sources in the future. Bill Atkins, City Attorney, stated that he

DRAFT

had reviewed the agreement in light of the updated project information and confirmed that, while the overall project could change as a result of the revised system capacity, the changes do not affect the agreement currently before the Council.

Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

First Reading Ordinances

19.1 An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, specifically ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," to lower the number of parking spaces required for residential land uses.

Advanced. Alderperson Timion, seconded by Alderperson Finch, moved to advance Item #19.1 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.2 An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 4200 29th Street, Moline, Illinois 61265 (Parcel #17-09-410-017).

Advanced. Alderperson Finch, seconded by Alderperson Razzaque, moved to advance Item #19.2 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.3 An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 1523 36th Avenue, Moline, Illinois 61265 (Parcel #17-08-406-007).

Advanced. Alderperson Finch, seconded by Alderperson Silas, moved to advance Item #19.3 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.4 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.

Advanced. Alderperson Finch, seconded by Alderperson Schmidt, moved to advance Item #19.4 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.5 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook

DRAFT

Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet; and amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.

Advanced. Alderperson Finch, seconded by Alderperson Razzaque, moved to advance Item #19.5 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.6 An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."

Advanced. Alderperson Finch, seconded by Alderperson Schmidt, moved to advance Item #19.6 to second reading. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

19.7 An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline.

Advanced. Alderperson Finch, seconded by Alderperson Macias, moved to advance Item #19.7 to second reading. Discussion held. Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

Miscellaneous Business

Mayor Rayapati reported that a successful Faith Leader Summit was held at Trinity Lutheran Church in Moline. The Faith Leader Summit is part of a year-long initiative that will include quarterly meetings with faith leaders throughout the community. The discussion focused on youth issues, generating valuable information and ideas to better coordinate organizations and individuals working to support local youth. The Mayor noted the importance of ensuring the Youth Commission is aware of these efforts so it can help fund and support those initiatives.

The Mayor also announced that a Mayoral Listening Post would be held at 6:00 p.m. at the Prospect Park Pavilion, providing an opportunity for informal conversation with residents. In addition, she reported that a third community discussion with stakeholders across Rock Island County would be held to continue addressing homelessness in the region.

Alderperson Macias invited the community to visit Moline's newest downtown business, Pop the Cork, a wine lounge located in the Watermark Corners building. He noted that the business opened on Monday, June 22, and encouraged everyone to help spread the word and support the newest addition to downtown Moline.

Alderperson Timion thanked Ashley Allen Smith, Community Engagement Manager, for promoting "Moline's 250 Celebration" on the news in recognition of America's 250th anniversary. He also expressed his appreciation to the individual who purchased the Allendale residence.

Alderperson McNeil thanked Moline Pollinator Preservation Committee for scheduling activities for this

DRAFT

week, Pollinator Week.

Bob Vitas, City Administrator, asked Brandon Tidwell, HR Manager, to introduce the City interns. Tidwell reported that there is a total of eight (8) interns plus special interns (Abundance and Just City) for a total of 10. Finally, Vitas reported that Rowan Smith is returning for her third year as an intern in Finance.

Public Comment
There was no additional public comment.

Executive Session:
Alderperson Silas, seconded by Alderperson Finch, moved for Executive Session, for the purpose of discussion of Collective Negotiating Matters-5 ILCS 120/2(C)(2). Motion carried on roll call with the following vote: ayes: Alderpersons Timion, Finch, McNeil, Schmidt, Silas, Macias, and Razzaque; nays: none.

City Council convened in Executive Session at 6:55 p.m.

Council reconvened in open session at 7:36 p.m.

Adjournment of City Council
Upon motion of Alderperson Macias, seconded by Alderperson Schmidt, the Council meeting adjourned at 7:36 p.m.

The next regularly scheduled City Council meeting is on July 7, 2026. View recorded meetings at http://www.moline.il.us/remotecouncil

Respectfully submitted,

Stephanie Murphy

Stephanie Murphy, City Clerk

DRAFT

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, specifically ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," to lower the number of parking spaces required for residential land uses.

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED ORD1 Savanna-Chris-Residential Parking Minimum Text Amendment-EXP.pdf
CED ORD1 Savanna-Chris-Residential Parking Minimum Text Amendment-CB xg.pdf
CED ORD1 Savanna-Chris-Residential Parking Minimum Text Amendment-ATT.pdf

An Ordinance amending Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, specifically ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," to lower the number of parking spaces required for residential land uses.

Explanation: The proposed text amendment would reduce residential parking minimums to one (1) parking space per dwelling unit for all non-institutional residential land uses. The changes are intended to reduce barriers to housing development while balancing considerations related to neighborhood conditions, on-street parking availability, and development feasibility. The Plan Commission considered dropping to no parking requirement but had fears on how this would impact on-street parking in some areas of the City and ultimately decided to recommend against that drastic of a change.

A notice of the public hearing on these text amendments was published in the Dispatch/Rock Island Argus on April 28, 2026. The Plan Commission convened a public hearing on May 13, 2026, on which date the Plan Commission closed the public hearing and, pursuant to the findings of fact attached to the ordinance as Exhibit A, recommended approval of the proposed text amendments to the City Council.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, specifically ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," to lower the number of parking spaces required for residential land uses.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, pursuant to its home rule power, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the City seeks to amend and update the ordinance regulating the number of required parking spaces for residential land uses in Chapter 35 of the Moline Code of Ordinances; and

WHEREAS, the proposed amendments would remove a barrier for housing development by lowering the cost; and

WHEREAS, the action should promote more housing development in the City of Moline; and

WHEREAS, the notice of a public hearing on the City's petition for amendments to Chapter 35 of the Moline Code of Ordinances ("Code") to allow for reduced residential parking minimums, was published in the Dispatch/Rock Island Argus on April 28, 2026; and

WHEREAS, a public hearing was convened by the Plan Commission on May 13, 2026, on which date the Plan Commission closed the public hearing and, pursuant to the findings of fact, attached as Exhibit A, and by this reference, made a part of this Ordinance, recommended approval of the proposed text amendment allowing for reduced residential parking minimums.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, pursuant to its home rule powers, as follows:

Section 1 – The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – That Chapter 35, "ZONING AND LAND DEVELOPMENT," of the Moline Code of Ordinances, ARTICLE V, "SITE IMPROVEMENT AND PERFORMANCE STANDARDS," DIVISION 1, "PARKING AND LOADING STANDARDS," Table 35-5100.3, "Minimum Required Parking Spaces," is hereby amended, pursuant to Section 35-2203 of the

Moline Code of Ordinances, as follows (additions in **bold and underlined** and deletions in ~~**bold and strikethrough**~~):

"**Table 35-5100.3 – Minimum Required Parking Spaces**

LAND USE		REQUIRED NUMBER OF PARKING STALLS
RESIDENTIAL	One-Family Detached Dwelling	~~**2**~~**1** per unit
	One-Family Detached Dwelling (<6,000 sq./ft lot)	1 per unit
	Zero Lot Line Development	~~**2**~~**1** per unit
	Twin House	~~**2**~~**1** per unit
	Duplex	~~**2**~~**1** per unit
	Two-Flat	~~**2**~~**1** per unit
	Town House	~~**2.5**~~ **1** per 3-bedroom unit; ~~**2**~~ **1** per 2-bedroom unit; 1 per 1-bedroom unit
	Multiplex	~~**2.5**~~ **1** per 3-bedroom unit; ~~**2**~~ **1** per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Multiple-Family Dwelling	~~**2.5**~~ **1** per 3-bedroom unit; ~~**2**~~ **1** per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Manufactured Home	~~**2**~~ **1** per unit on a lot; ~~**2**~~ **1** per unit within a park
	Mobile Home/Mobile Home Park	~~**2**~~ **1** per unit on a lot; ~~**2**~~ **1** per unit within a park
RESIDENTIAL	Group/Institutional Residential	
	Small	1 per every 3 residents
	Large	1 per every 3 residents, except as listed below
	(monastery or convent)	1 per every 6 residents, plus 1 per employee on the largest work shift, plus 1 per every 5 chapel seats if public may attend
	(nursing home)	1 per every 6 beds, plus 1 per employee on the largest work shift, plus 1 per every visiting doctor

[. . .]"

Section 3 - That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4 – That all prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

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

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

EXHIBIT A
Findings of Fact

In accordance with the Moline Zoning and Land Development Code, Sections 35-2203 and 35-2203(c), Zoning and Land Development Code Amendment and Rezoning Approval Criteria, Plan Commission enters the following findings of fact into the record:

(1) Whether the existing text or zoning designation was in error at the time of adoption;

The text of the Zoning and Land Development Code was generally not in error at the time of adoption.

(2) Whether there has been a change of character in the area or throughout the city due to installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.;

The change in growth trends/development is that housing has become costlier for the homeowner and for the builder. The City seeks to lower costs and barriers to housing development

(3) Whether the proposed rezoning is compatible with the surrounding area and defining characteristics of the proposed zoning district or whether there may be adverse impacts on the capacity or safety of the portion of street network influenced by the rezoning, parking problems, or environmental impacts that the new zone may generate such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances;

The proposed amendments do not change any zoning classification of real property. Rather the proposed amendments pertain to development standards and will be compatible with the associated zoning districts contained in the Zoning and Land Development Code. No adverse impacts on the capacity/safety of the street network, parking, or those of an environmental nature, such as excessive storm water runoff, water, air or noise pollution, excessive nighttime lighting, or other nuisances will result. The reason that Plan Commission did not recommend changing to zero parking spots required was that they worried it would put too much pressure on on-street parking.

(4) Whether the proposal is in conformance with and in furtherance of the implementation of the goals and policies of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code, and other City regulations and guidelines;

The proposed text amendments are generally consistent with the goals and objectives of the Comprehensive Plan.

(5) Whether adequate public facilities and services are available or will be made available concurrent with the projected impacts of development in the proposed zone;

The proposed amendment does not change any zoning classification of real property. Adequate,

high-quality public facilities and services are presently available to support the proposed text amendments**.**

(6) Whether there is an adequate supply of land available in the subject area and the surrounding community to accommodate the zoning and community needs;

This criterion is not relevant.

(7) Whether there is a need in the community for the proposal and whether there will be benefits derived by the community or area by the proposed rezoning;

The proposed amendment does not change any zoning classification of real property. There is a need for more housing in the City of Moline.

Therefore, pursuant to Moline Zoning and Land Development Code, Section 35-2207(c), the Plan Commission finds that all seven criteria for Zoning and Land Development Code Amendments are met, where relevant, and recommends approval of the same to the City Council of the City of Moline.

Community & Economic Development Department

619 – 16th Street
Moline, Illinois
61265

(309) 524-2030
Fax: (309) 524-2031

www.moline.il.us

MEMORANDUM

TO:	**Plan Commission**
FROM:	**Jennifer Bizarri**
SUBJECT:	**Residential Parking Minimums – Text Amendment Public Hearing (May 13, 2026)**
DATE:	**May 7, 2026**

Following discussion at the April 22, 2026 Plan Commission meeting, Staff has prepared the following information regarding proposed amendments to residential off-street parking requirements in the City of Moline. This memo summarizes prior Plan Commission discussions, outlines current code requirements, provides relevant planning context, and presents the proposed text amendment to reduce residential parking minimums to one (1) parking space per dwelling unit for certain residential land uses. The proposed amendment is intended to reduce barriers to housing development while balancing considerations related to neighborhood conditions, on-street parking availability, and development feasibility.

BACKGROUND

March 25, 2026 Plan Commission Discussion Summary

Agenda Item:

> *Eliminate Residential Parking Minimums – Nate Tillberg (Discussion and Text Proposal)*

At the March 25, 2026 Plan Commission meeting, the Commission held a discussion regarding residential parking minimums as part of a broader conversation on housing, development costs, and zoning flexibility. Commissioner Tillberg presented on eliminating residential parking minimums, noting that cities such as Minneapolis and other communities nationwide have removed minimum parking requirements to support housing development and affordability.

Currently, the City of Moline requires:

- 2 parking spaces per dwelling unit
- 2.5 spaces per three-bedroom dwelling unit

The Commission discussed:

- Development costs associated with parking (estimated $15,000–$30,000 per structured space)
- Impacts on infill development
- Availability of on-street parking
- Walkability and proximity to services

While the concept of eliminating minimum parking requirements was discussed, a majority of the Plan Commission expressed concern with fully removing parking requirements at this time, particularly due to existing on-street parking constraints in some neighborhoods and concerns regarding spillover parking impacts.

However, there was general support for reducing parking requirements, with several Commissioners indicating that a reduction to one (1) space per dwelling unit may be appropriate at this time, while potentially revisiting additional reductions in the future. The Commission also discussed that parking requirements do not necessarily need to be one-size-fits-all and that areas with transit access, walkability, or proximity to services could support lower parking requirements.

The Plan Commission directed Staff to further evaluate reducing residential parking requirements to one (1) space per dwelling unit and return with additional information and options.

April 22, 2026 Plan Commission Discussion Summary

Agenda Item:

Residential Parking Minimum Discussion

At the April 22, 2026 Plan Commission meeting, Staff presented additional information regarding residential parking minimums, including a proposed amendment to reduce the minimum required parking to one (1) parking space per dwelling unit.

Key considerations discussed included:

- Neighborhood impacts
- On-street parking availability
- Development feasibility
- Cost of providing parking

The stated goal of the proposed amendment was to reduce barriers to housing while maintaining neighborhood balance.
Following discussion, the Plan Commission directed Staff to move forward with a formal text amendment and bring the request back to a future Plan Commission meeting for a public hearing.

STRATEGIC PLAN (2026–2029)

The proposed text amendment directly relates to Pillar #2 – Housing in the Moline 2026-2029 Strategic Work Plan which identifies the following housing-related priorities:

- 2.1 Stabilize and Grow Moline's Population through Improved Housing Opportunities
- 2.2 Reduce Barriers for Housing through Creative Solutions
- 2.3 Increase Housing Opportunities for Vulnerable Populations
- 2.4 Improve the Safety and Sustainability of Existing Neighborhoods

Of particular relevance in Goal 2.2, "Reduce Barriers for Housing through Creative Solutions." Minimum parking requirements are widely recognized as increasing development costs, limiting redevelopment flexibility, and creating potential barriers to infill housing opportunities. Reducing residential parking minimums may help improve development feasibility, support a wider range of housing types, and provide additional flexibility for residential development projects throughout the City.

The proposed amendment is also generally consistent with ongoing Comprehensive Plan discussions regarding housing flexibility, walkability, redevelopment, and context-sensitive development standards.

EXISTING CODE

Residential off-street parking requirements are regulated under Chapter 35 Zoning and Land Development Code, Section 35-5100 Off-Street Parking Standards. The existing residential off-street parking requirements are established in Table 35-5100.3 “Minimum Required Parking Spaces” and include the following:

Table 35-5100.3 – Minimum Required Parking Spaces

LAND USE		REQUIRED NUMBER OF PARKING STALLS
RESIDENTIAL	One-Family Detached Dwelling	2 per unit
	One-Family Detached Dwelling (<6,000 sq/ft lot)	1 per unit
	Zero Lot Line Development	2 per unit
	Twin House	2 per unit
	Duplex	2 per unit
	Two-Flat	2 per unit
	Town House	2.5 per 3-bedroom unit; 2 per 2-bedroom unit; 1 per 1-bedroom unit
	Multiplex	2.5 per 3-bedroom unit; 2 per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Multiple-Family Dwelling	2.5 per 3-bedroom unit; 2 per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Manufactured Home	2 per unit on a lot; 2 per unit within a park
	Mobile Home/Mobile Home Park	2 per unit on a lot; 2 per unit within a park
RESIDENTIAL	Group/Institutional Residential	
	Small	1 per every 3 residents
	Large	1 per every 3 residents, except as listed below
	(monastery or convent)	1 per every 6 residents, plus 1 per employee on the largest work shift, plus 1 per every 5 chapel seats if public may attend
	(nursing home)	1 per every 6 beds, plus 1 per employee on the largest work shift, plus 1 per every visiting doctor

TEXT AMENDMENT

The proposed amendment to Table 35-5100.3 “Minimum Required Parking Spaces” would revise the minimum required off-street parking standards for certain residential land uses as shown in the following table. Proposed deletions are shown using strikeout formatting.

Table 35-5100.3 – Minimum Required Parking Spaces

LAND USE		REQUIRED NUMBER OF PARKING STALLS
RESIDENTIAL	One-Family Detached Dwelling	~~2~~ 1 per unit
	One-Family Detached Dwelling (<6,000 sq/ft lot)	1 per unit
	Zero Lot Line Development	~~2~~ 1 per unit
	Twin House	~~2~~ 1 per unit
	Duplex	~~2~~ 1 per unit
	Two-Flat	~~2~~ 1 per unit
	Town House	~~2.5~~1 per 3-bedroom unit; ~~2~~ 1 per 2-bedroom unit; 1 per 1-bedroom unit
	Multiplex	~~2.5~~1 per 3-bedroom unit; ~~2~~ 1 per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Multiple-Family Dwelling	~~2.5~~1 per 3-bedroom unit; ~~2~~ 1 per 2-bedroom unit; 1 per 1-bedroom unit or efficiency
	Manufactured Home	~~2~~ 1 per unit on a lot; ~~2~~ 1 per unit within a park
	Mobile Home/Mobile Home Park	~~2~~ 1 per unit on a lot; ~~2~~ 1 per unit within a park
RESIDENTIAL	Group/Institutional Residential	
	Small	1 per every 3 residents
	Large	1 per every 3 residents, except as listed below
	(monastery or convent)	1 per every 6 residents, plus 1 per employee on the largest work shift, plus 1 per every 5 chapel seats if public may attend
	(nursing home)	1 per every 6 beds, plus 1 per employee on the largest work shift, plus 1 per every visiting doctor

PUBLIC HEARING NOTICE

A notice of public hearing for CASE #2026-18-PC was published in accordance with City requirements on April 28, 2026 in the Dispatch Argus.

STAFF RECOMMENDATION

Staff recommends approval of the proposed text amendment to Chapter 35, Zoning and Land Development Code, specifically Table 35-5100.3 “Minimum Required Parking Spaces,” to reduce the minimum required off-street parking spaces to one (1) space per dwelling unit for certain residential land uses.

Following the public hearing, the Plan Commission should consider a motion to recommend approval, approval with modifications, or denial of the proposed text amendment to the City Council.

ATTACHMENT

Affidavit of publication in the Dispatch Argus

The Dispatch · The Rock Island Argus

AFFIDAVIT OF PUBLICATION

Moline Dispatch-Argus
500 E. 3rd St.
Davenport 52801
(563) 383-2200

State of Florida, County of Orange, ss:

Anjana Bhadoriya, The undersigned, of lawful age, being duly sworn upon oath, deposes and says that I am the Authorized Agent of the publisher of Moline Dispatch Argus, in the state of Illinois, and further certifies on behalf of the publisher that the Moline Dispatch Argus is now and has been for more than one year continuously, a daily secular newspaper of general circulation published in the City of East Moline, County of Rock Island, State of Illinois, and further certifies that said newspaper has been continuously published at a regular interval of more than once each week with more than a minimum of fifty issues per year for more than one year prior to the first publication of the notice, and further certifies that Moline Dispatch Argus, is a newspaper as defined by the Statutes of the State of Illinois in such cases made and provided, and further certifies that this affidavit is Page 1 of with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said newspaper in consecutive issues on the following dates:

April. 28, 2026

NOTICE ID: F8Fi3fSjwozdFs2U2Nx2
PUBLISHER ID: COL-IA-302928
NOTICE NAME: 2026-18-PC: Residential Minimum Parking
Publication Fee: $75.56

Anjana Bhadoriya

(Signed)

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Subscribed in my presence and sworn to before me on this: 04/29/2026

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

Public notice is hereby given that on **Wednesday, May 13, 2026 at 4:00 p.m.**, the Moline Plan Commission will hold a public hearing (CASE #2026-18-PC) in the CSC Second Floor Conference Room of the City Services Center, 1830 6th Avenue, Moline, Illinois, to consider text amendments to the City of Moline's Chapter 35, Zoning and Land Development Code, specifically Table 35-5100.3 "Minimum Required Parking Spaces."

The proposed amendment would reduce the required number of off-street parking spaces to one (1) per dwelling unit for certain residential land uses, in order to reduce development costs and improve zoning flexibility.

Any person attending the public hearing will have an opportunity to hear the request and present comments or concerns to the Plan Commission. Persons wishing to appear as Interested Parties, who wish to present testimony or cross-examine the witnesses presented at the hearing shall identify themselves as such by completing and filing the "Interested Parties Appearance Form" and/or "Public Hearing Cross Examination Registration Form" with Savanna Cruz. These forms and all application materials are available online at https://moline.il.us/1506 (Case # 2026-18-PC) or they are also available at Moline City Services Center in the Community & Economic Development Department. For additional information, please contact the Community and Economic Development Department at 309-524-2029.

MOLINE PLAN COMMISSION
CITY OF MOLINE, IL

c/o Savanna Cruz
Community & Economic Development
Administrative Coordinator
COL-IA-302928

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 4200 29th Street, Moline, Illinois 61265 (Parcel #17-09-410-017).

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED ORD2 Savanna-Chris-Annexation 4200 29th Street-EXP.pdf
CED ORD2 Savanna-Chris-Annexation 4200 29th Street-CB xg.pdf
CED ORD2 Savanna-Chris-Annexation 4200 29th Street-ATT.pdf

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 4200 29th Street, Moline, Illinois 61265 (Parcel #17-09-410-017).

Explanation: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, any territory which is not within the corporate limits of any municipality but which is contiguous to a municipality may be annexed to the municipality by a written petition signed by the owners of record of all land within such territory and by at least fifty-one percent (51%) of the electors residing therein, and the approval of such petition by a majority vote of the corporate authorities of the municipality. A written petition has been made to annex 4200 29th Street, Moline, Illinois, into the City of Moline. Said petition states that the same is filed by the owners of record of all land within said territory. It appears that the statements of said petition are true and same is filed by the owner of record of all land within said territory, at least fifty-one percent (51%) of the electors have signed the petition, and that it will be in the best interests of the City of Moline to annex said territory thereto. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline.

Staff Recommendation: Approve
Fiscal Impact: Increased tax and utilities revenue

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

ENLARGING the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 4200 29th Street, Moline, Illinois 61265 (Parcel #17-09-410-017).

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, any territory which is not within the corporate limits of any municipality but which is contiguous to a municipality may be annexed to the municipality by a written petition signed by the owners of record of all land within such territory and by at least fifty-one percent (51%) of the electors residing therein and the approval of such petition by a majority vote of the corporate authorities of the municipality; and

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and at least 51% of the electors residing thereon; and

WHEREAS, it appears that the statements of said petition are true and same is filed by the owners of record of all land within said territory, and at least 51% of the electors residing thereon, and that it will be in the best interests of the City of Moline to annex said territory thereto; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, the Assistant Director of Community and Economic Development notified the trustees of the South Moline Fire Protection District by certified mail at least 10 days before any action was taken on this Ordinance. An affidavit of service is attached as Exhibit A and incorporated herein by reference.

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

Section 1 – That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2 – **Real Estate Annexed.** The City, pursuant to Section 7-1-8 of the Illinois Municipal Code, shall, and does hereby, annex the property commonly known as 4200 29th Street, Moline, Illinois, and legally described in Exhibit B, attached to, and by this reference, made a part of this Ordinance (the "Subject Property").

The City shall and does hereby annex the Subject Property pursuant to a written petition executed by all of the owners of record of the Subject Property, and at least 51% of the electors residing in the Subject Property. This written petition is attached as Exhibit C and, by this reference, made a part of this Ordinance. No part of the Subject Property is within the corporate limits of any municipality. The Subject Property is contiguous with the City of Moline.

Section 3 – **Incorporating Ward.** The Subject Property, once annexed to the City, shall be incorporated to and encompassed by the Fifth (5^{th}) Ward.

Section 4 – **Plat of Annexation.** A Plat of Annexation of the Subject Property is attached as Exhibit D and, by this reference, made a part of this Ordinance. An Annexation Map is also attached as Exhibit E and, by this reference, made a part of this Ordinance.

Section 5 – **Recordation.** On behalf of the Mayor, the Assistant Director of Community and Economic Development shall be, and is hereby, authorized and directed to cause a certified copy of this Ordinance, together with all attachments and exhibits, to be recorded with the office of the Rock Island County Recorder within 90 days of the approval of this Ordinance. 65 ILCS 5/7-1-40.

Section 6 – **Notification.** The Assistant Director of Community and Economic Development is authorized and directed to notify the Election Authorities having jurisdiction over the Property, the United States Post Office branches serving the Property, and the Illinois Department of Transportation of the annexation by certified mail within 30 days of the approval of this Ordinance.

Section 7 – **Effective Date.** This Ordinance shall be in full force and effect upon, but not before:

a. passage and publication in pamphlet form in accordance with State statutes; and

b. the complete execution and recordation of the Annexation; and

c. the recordation of this Ordinance and related affidavits pursuant to Section 5 of this Ordinance.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

EXHIBIT A

AFFIDAVIT OF SERVICE

(see attached)

AFFIDAVIT OF SERVICE OF NOTICE TO ANNEX

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

I, **Jennifer Bizarri**, being duly sworn state as follows:

1. I am the Assistant Director of Community and Economic Development for the City of Moline.

2. I served a copy of the notice of annexation of unincorporated territory to the City of Moline, attached and incorporated herein by reference as ***Exhibit 1***, by certified mail to the trustees of the South Moline Fire Protection District by depositing the notices in the United States Mail, with proper postage prepaid, at Moline City Hall, 619 16th St, Moline, IL 61265, before 5:00 p.m. on April 24, 2026.

3. The land proposed to be annexed in the attached notice is not a part of any public library district.

4. The land proposed to be annexed in the attached notice does not include any highway under the jurisdiction of any township.

5. As a result of the foregoing, the City of Moline was not required under 65 ILCS 5/7-1-1 to provide pre-annexation notice to officials from any library district or township.

6. If called to testify, I will testify consistent with the above.

FURTHER AFFIANT SAYETH NOT.

Jennifer Bizarri

Jennifer Bizarri, Assistant Director of Community and Economic Development

June 1, 2026

Date

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

Subscribed and sworn to (or affirmed) before me by the above-named Affiant, who is to me personally known, on this 1 day of June, 2026.

Savanna Cruz

Signature of Notary Public

SAVANNA CRUZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 01, 2027

EXHIBIT 1
NOTICE TO ANNEX

(see attached)

City of Moline
Community & Economic Development Department
1830 6th Avenue, Moline, Illinois 61265
(309) 524-2030 www.moline.il.us

April 24, 2026

BY FIRST CLASS MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: See attached Exhibit A, service list

RE: Notice of Annexation to the City of Moline
4200 29th Street, Moline, IL 61265

To Whom It May Concern:

Georgette Woodward, the applicant and owner of the property commonly known as 4200 29th Street, Moline, Illinois 61265 ("***Property***"), has petitioned the City of Moline to annex the Property pursuant to 65 ILCS 5/7-1-8. The property is comprised of approximately 0.53 acres, is assigned the following P.I.N. 17-09-410-017, and is depicted and legally described on Exhibit B.

When any land proposed to be annexed is part of any fire protection district and the annexing municipality provides fire protection, the trustees of the fire protection district must be notified of the proposed annexation. 65 ILCS 5/7-1-1.

The purpose of this letter is to inform you, as an assessor, clerk, supervisor, or trustee for the South Moline Fire Protection District that the Moline City Council intends to consider an annexation ordinance to annex the Property on June 9, 2026, at 6:00 p.m., at Moline City Hall, Council Chambers, 619 16th Street, Moline, Illinois 61265. You are welcome to attend the meeting.

Additional information regarding the proposed annexation is available from the Community & Economic Development Department at the Moline City Services Center, 1830 6th Avenue, Moline, Illinois 61265.

Sincerely,

Jennifer Bizarri
Assistant Director of Community and Economic Development
City of Moline

Exhibit A

Service List

South Moline Fire Protection District and Moline Fire Department

1) Scott Jorgenson,
   South Moline Fire Protection District
   3808 North Shore Drive
   Moline, IL 61265

2) Steve Regenwether,
   Fire Chief, City of Moline Fire Department
   1630 8th Ave
   Moline, IL 61265

3) Keela Gustman,
   South Moline Fire Protection District
   1340 North Shore Drive
   Moline, IL 61265

South Moline Township Supervisor and Board of Trustees

1) Gregorio M. Aguilar, Supervisor,
   2521 53rd Street
   Moline, IL 61265

2) Rick Mellinger, Assessor
   2521 53rd Street
   Moline, IL 61265

3) Craig Loken, Clerk
   2521 53rd Street
   Moline, IL 61265

4) Maritia Griffith, Trustee,
   2521 53rd Street
   Moline, IL 61265

5) Nitra Kelley, Trustee,
   2521 53rd Street
   Moline, IL 61265

6) Joe Lambrecht, Trustee,
   2521 53rd Street
   Moline, IL 61265

7) Jeff Rivera, Trustee,
   2521 53rd Street
   Moline, IL 61265

Exhibit B

Plat of Annexation

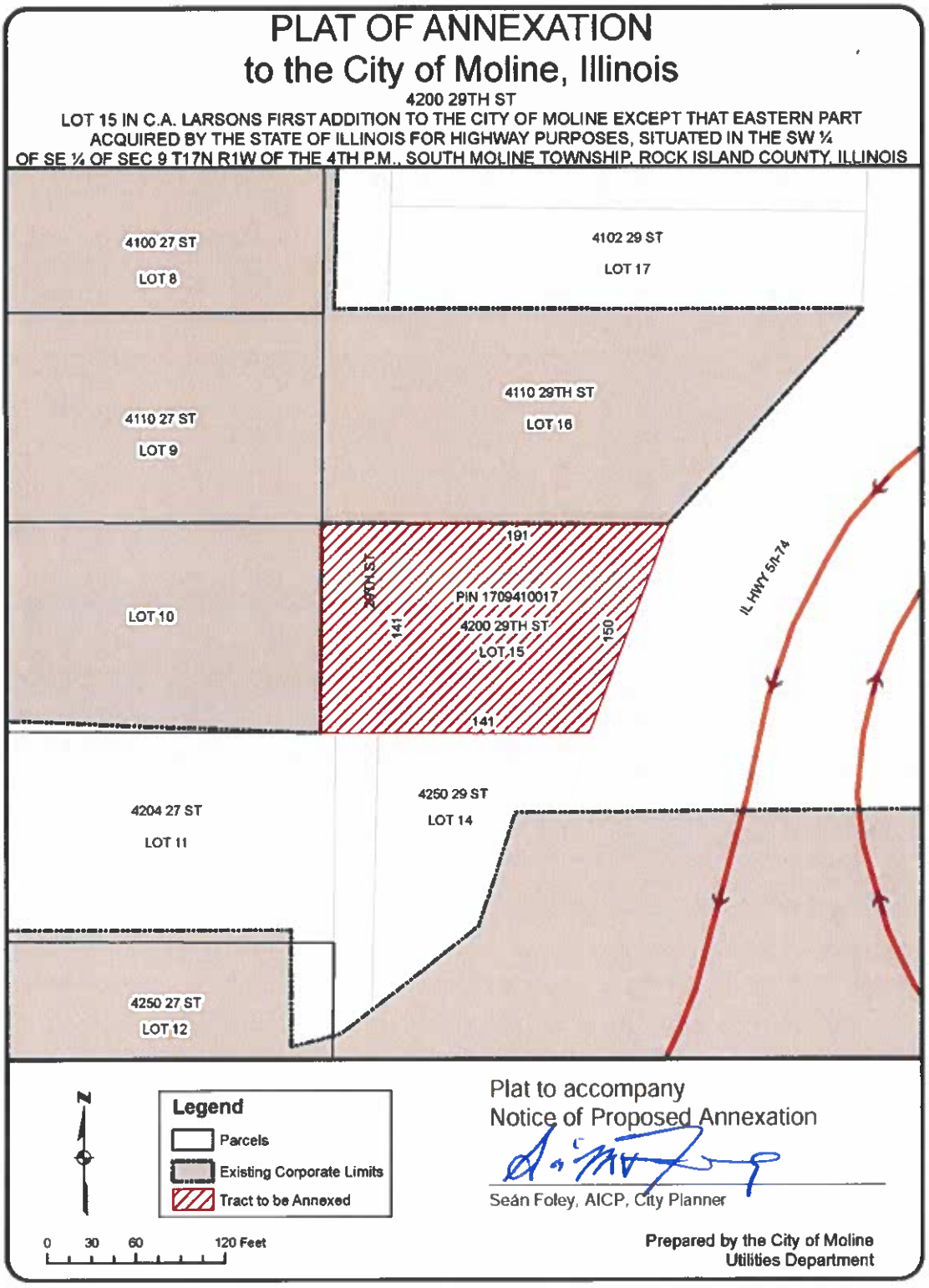


EXHIBIT B

LEGAL DESCRIPTION

LOT 15 IN C.A. LARSONS FIRST ADDITION TO THE CITY OF MOLINE EXCEPT THAT EASTERN PART ACQUIRED BY THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, SITUATED IN THE SW ¼ OF SE ¼ OF SEC 9 T17N R1W OF THE 4TH P.M., SOUTH MOLINE TOWNSHIP, ROCK ISLAND COUNTY, ILLINOIS.

Common address: 4200 29th Street, Moline, Illinois 61265
PIN: 17-09-410-017

EXHIBIT C

ANNEXATION PETITION

(see attached)

CITY OF MOLINE
SEC. 7-1-8 PETITION FOR ANNEXATION

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner(s) seek to annex certain territory to the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***") and in furtherance thereof, state as follows:

1. The Petitioner(s) signing this Petition constitute all of the owner(s) of record of the property commonly known as 4200 29th Street (PIN: 17-09-410-017) and legally described in **Exhibit A** to this Petition ("***Annexation Territory***").

2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.

3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.

4. The Annexation Territory is contiguous to the corporate limits of the City.

5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

6. The Petitioner(s) desire that the City annex the Annexation Territory to the Municipality.

WHEREFORE, the Petitioner(s) respectfully request that the Municipality annex the Annexation Territory to the Municipality in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Owner's Name	Owner's Address/PIN	Owner's Signature
Georgette Woodward	4200 29th St/17-09-410-017	Georgette Woodward

Petitioner Signatures

(Electors)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Elector's Name	Elector's Address/PIN	Elector's Signature
Georgette Woodward	4200 29th St./17-09-410-017	Georgette Woodward

MELISSA M KODATT
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 21, 2026

Melissa M. Kodatt
2/11/25

EXHIBIT A
Annexation Territory Legal Description

LOT 15 IN C.A. LARSONS FIRST ADDITION TO THE CITY OF MOLINE EXCEPT THAT EASTERN PART ACQUIRED BY THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, SITUATED IN THE SW ¼ OF SE ¼ OF SEC 9 T17N R1W OF THE 4TH P.M., SOUTH MOLINE TOWNSHIP, ROCK ISLAND COUNTY, ILLINOIS.

Common address: 4200 29th Street, Moline, Illinois 61265
PIN: 17-09-410-017

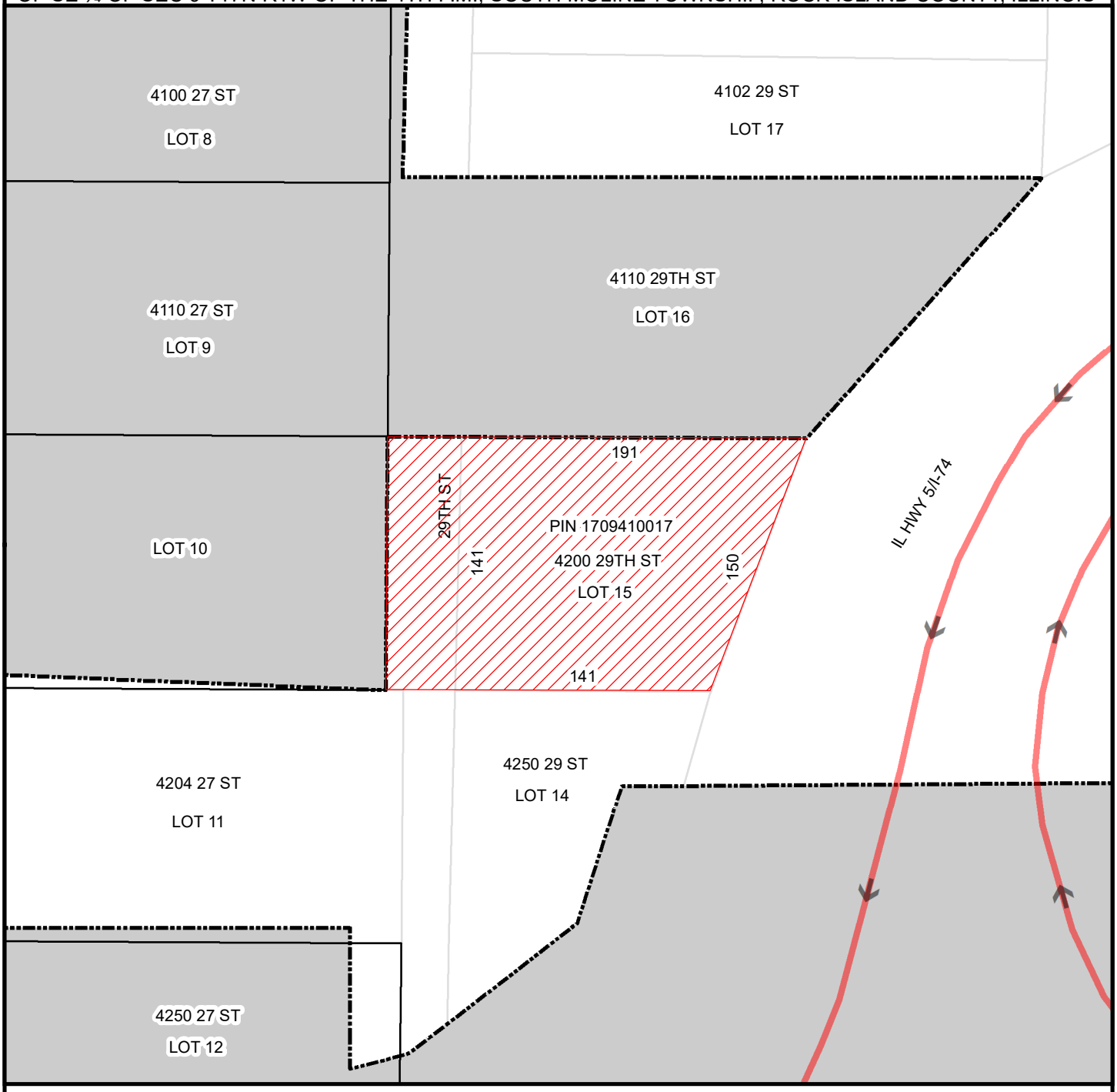
EXHIBIT D

PLAT OF ANNEXATION

(see attached)

PLAT OF ANNEXATION
to the City of Moline, Illinois

4200 29TH ST
LOT 15 IN C.A. LARSONS FIRST ADDITION TO THE CITY OF MOLINE EXCEPT THAT EASTERN PART ACQUIRED BY THE STATE OF ILLINOIS FOR HIGHWAY PURPOSES, SITUATED IN THE SW ¼ OF SE ¼ OF SEC 9 T17N R1W OF THE 4TH P.M., SOUTH MOLINE TOWNSHIP, ROCK ISLAND COUNTY, ILLINOIS



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed

N

0 30 60 120 Feet

This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20_____.

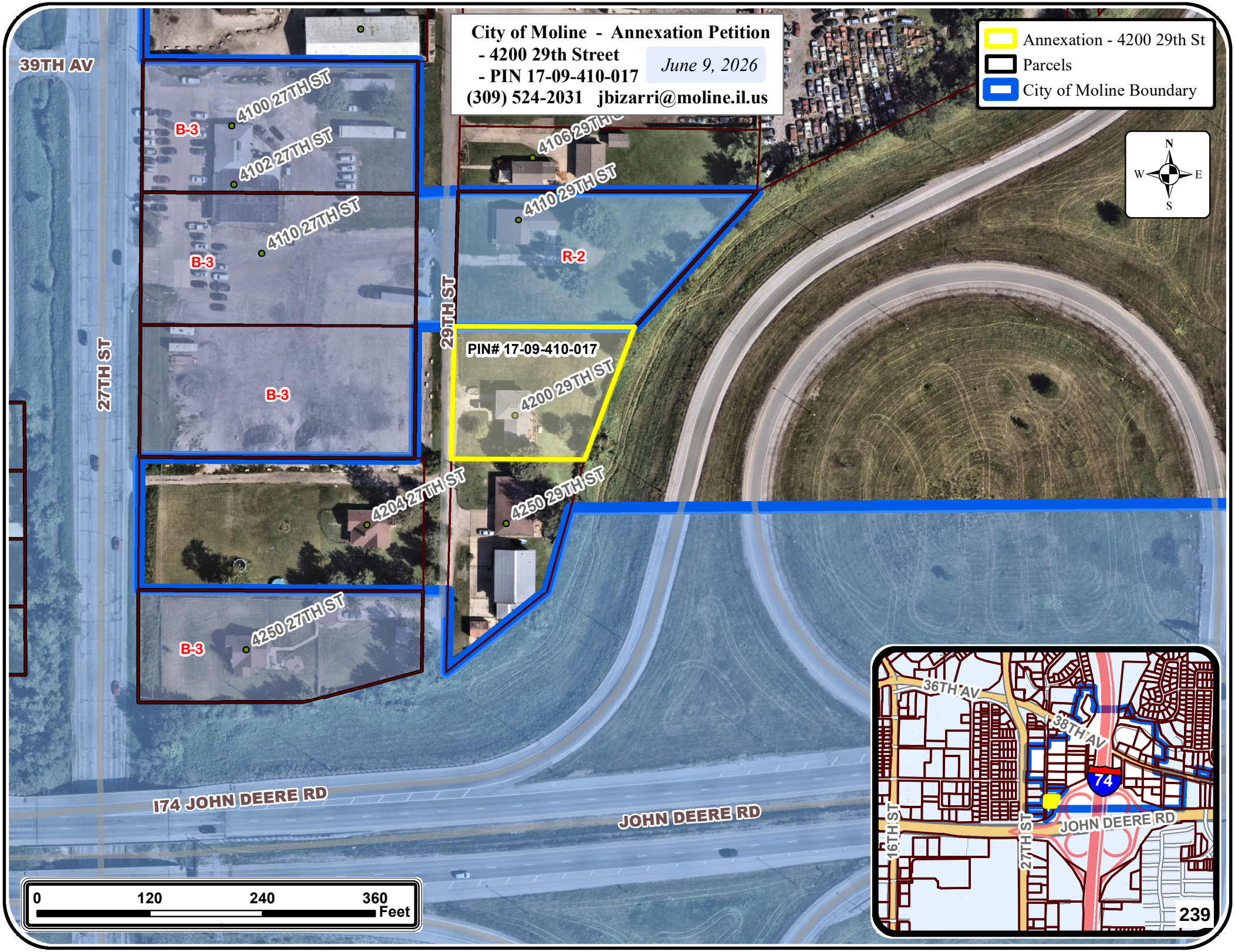
_____
Laura Klauer, Director of Engineering

Prepared by the City of Moline
Utilities Department

EXHIBIT E

ANNEXATION MAP

(see attached)


City of Moline - Annexation Petition
- 4200 29th Street
- PIN 17-09-410-017
(309) 524-2031 jbizarri@moline.il.us
June 9, 2026
Annexation - 4200 29th St
Parcels
City of Moline Boundary
N
W
E
S
39TH AV
27TH ST
29TH ST
4100 27TH ST
4102 27TH ST
4110 27TH ST
4204 27TH ST
4250 27TH ST
4106 29TH ST
4110 29TH ST
4200 29TH ST
4250 29TH ST
PIN# 17-09-410-017
B-3
B-3
B-3
B-3
R-2
I74 JOHN DEERE RD
JOHN DEERE RD
0
120
240
360
Feet
36TH AV
38TH AV
74
16TH ST
27TH ST
JOHN DEERE RD
239

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 1523 36th Avenue, Moline, Illinois 61265 (Parcel #17-08-406-007).

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED ORD3 Savanna-Chris-Annexation 1523 36th Avenue-EXP.pdf
CED ORD3 Savanna-Chris-Annexation 1523 36th Avenue-CB xg.pdf
CED ORD3 Savanna-Chris-Annexation 1523 36th Avenue-ATT.pdf

An Ordinance enlarging the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 1523 36th Avenue, Moline, Illinois 61265 (Parcel #17-08-406-007).

Explanation: Pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, any territory which is not within the corporate limits of any municipality but which is contiguous to a municipality may be annexed to the municipality by a written petition signed by the owners of record of all land within such territory and by at least fifty-one percent (51%) of the electors residing therein, and the approval of such petition by a majority vote of the corporate authorities of the municipality. A written petition has been made to annex 1523 36th Avenue, Moline, Illinois, into the City of Moline. Said petition states that the same is filed by the owners of record of all land within said territory. It appears that the statements of said petition are true and same is filed by the owner of record of all land within said territory, at least fifty-one percent (51%) of the electors have signed the petition, and that it will be in the best interests of the City of Moline to annex said territory thereto. Said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline.

Staff Recommendation: Approve
Fiscal Impact: Increased tax and utilities revenue

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

ENLARGING the corporate limits of the City of Moline by annexing thereto a certain parcel of land in Rock Island County, Illinois, commonly known as 1523 36th Avenue, Moline, Illinois 61265 (Parcel #17-08-406-007).

WHEREAS, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, any territory which is not within the corporate limits of any municipality but which is contiguous to a municipality may be annexed to the municipality by a written petition signed by the owners of record of all land within such territory and by at least fifty-one percent (51%) of the electors residing therein and the approval of such petition by a majority vote of the corporate authorities of the municipality; and

WHEREAS, a written petition has been made to the City of Moline that there be annexed to the City of Moline, Illinois, a territory hereinafter described; and

WHEREAS, said petition states that the same is filed by the owners of record of all land within said territory and at least 51% of the electors residing thereon; and

WHEREAS, it appears that the statements of said petition are true and same is filed by the owners of record of all land within said territory, and at least 51% of the electors residing thereon, and that it will be in the best interests of the City of Moline to annex said territory thereto; and

WHEREAS, said territory is not within the corporate limits of any municipality but is contiguous to the City of Moline; and

WHEREAS, the Assistant Director of Community and Economic Development notified the trustees of the South Moline Fire Protection District by certified mail at least 10 days before any action was taken on this Ordinance. An affidavit of service is attached as Exhibit A and incorporated herein by reference.

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

Section 1 – That the facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2 – **Real Estate Annexed.** The City, pursuant to Section 7-1-8 of the Illinois Municipal Code, shall, and does hereby, annex the property commonly known as 1523 36th Avenue, Moline, Illinois, and legally described in Exhibit B, attached to, and by this reference, made a part of this Ordinance (the "Subject Property").

The City shall and does hereby annex the Subject Property pursuant to a written petition executed by all of the owners of record of the Subject Property, and at least 51% of the electors residing in the Subject Property. This written petition is attached as Exhibit C and, by this reference, made a part of this Ordinance. No part of the Subject Property is within the corporate limits of any municipality. The Subject Property is contiguous with the City of Moline.

Section 3 – **Incorporating Ward.** The Subject Property, once annexed to the City, shall be incorporated to and encompassed by the Third (3rd) Ward.

Section 4 – **Plat of Annexation.** A Plat of Annexation of the Subject Property is attached as Exhibit D and, by this reference, made a part of this Ordinance. An Annexation Map is also attached as Exhibit E and, by this reference, made a part of this Ordinance.

Section 5 – **Recordation.** On behalf of the Mayor, the Assistant Director of Community and Economic Development shall be, and is hereby, authorized and directed to cause a certified copy of this Ordinance, together with all attachments and exhibits, to be recorded with the office of the Rock Island County Recorder within 90 days of the approval of this Ordinance. 65 ILCS 5/7-1-40.

Section 6 – **Notification.** The Assistant Director of Community and Economic Development is authorized and directed to notify the Election Authorities having jurisdiction over the Property, the United States Post Office branches serving the Property, and the Illinois Department of Transportation of the annexation by certified mail within 30 days the approval of this Ordinance.

Section 7 – **Effective Date.** This Ordinance shall be in full force and effect upon, but not before:

a. passage and publication in pamphlet form in accordance with State statutes; and

b. the complete execution and recordation of the Annexation; and

c. the recordation of this Ordinance and related affidavits pursuant to Section 5 of this Ordinance.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

EXHIBIT A

AFFIDAVIT OF SERVICE

(see attached)

AFFIDAVIT OF SERVICE OF NOTICE TO ANNEX

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

I, **Jennifer Bizarri**, being duly sworn state as follows:

1. I am the Assistant Director of Community and Economic Development for the City of Moline.

2. I served a copy of the notice of annexation of unincorporated territory to the City of Moline, attached and incorporated herein by reference as ***Exhibit 1***, by certified mail to the trustees of the South Moline Fire Protection District by depositing the notices in the United States Mail, with proper postage prepaid, at Moline City Hall, 619 16th St, Moline, IL 61265, before 5:00 p.m. on April 24, 2026.

3. The land proposed to be annexed in the attached notice is not a part of any public library district.

4. The land proposed to be annexed in the attached notice does not include any highway under the jurisdiction of any township.

5. As a result of the foregoing, the City of Moline was not required under 65 ILCS 5/7-1-1 to provide pre-annexation notice to officials from any library district or township.

6. If called to testify, I will testify consistent with the above.

FURTHER AFFIANT SAYETH NOT.

Jennifer Bizarri

Jennifer Bizarri, Assistant Director of Community and Economic Development

June 1, 2026

Date

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

Subscribed and sworn to (or affirmed) before me by the above-named Affiant, who is to me personally known, on this 1 day of June, 2026.

Savanna Cruz

Signature of Notary Public

SAVANNA CRUZ
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
February 01, 2027

EXHIBIT 1
NOTICE TO ANNEX

(see attached)

City of Moline
Community & Economic Development Department
1830 6th Avenue, Moline, Illinois 61265
(309) 524-2030 www.moline.il.us

April 24, 2026

BY FIRST CLASS MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: See attached Exhibit A, service list

RE: Notice of Annexation to the City of Moline
1523 36th Avenue, Moline, IL 61265

To Whom It May Concern:

Gary Ruffcorn, Sr. and Terri Ruffcorn, the applicants and owners of the property commonly known as 1523 36th Avenue, Moline, Illinois 61265 ("***Property***"), have petitioned the City of Moline to annex the Property pursuant to 65 ILCS 5/7-1-8. The property is comprised of approximately 0.39 acres, is assigned the following P.I.N. 17-08-409-007, and is depicted on Exhibit B and legally described on Exhibit C.

When any land proposed to be annexed is part of any fire protection district and the annexing municipality provides fire protection, the trustees of the fire protection district must be notified of the proposed annexation. 65 ILCS 5/7-1-1.

The purpose of this letter is to inform you, as an assessor, clerk, supervisor, or trustee for the South Moline Fire Protection District that the Moline City Council intends to consider an annexation ordinance to annex the Property on June 9, 2026, at 6:00 p.m., at Moline City Hall, Council Chambers, 619 16th Street, Moline, Illinois 61265. You are welcome to attend the meeting.

Additional information regarding the proposed annexation is available from the Community & Economic Development Department at the Moline City Services Center, 1830 6th Avenue, Moline, Illinois 61265.

Sincerely,

Jennifer Bizarri
Assistant Director of Community and Economic Development
City of Moline

Exhibit A

Service List

South Moline Fire Protection District and Moline Fire Department

1) Scott Jorgenson,
South Moline Fire Protection District
3808 North Shore Drive
Moline, IL 61265

2) Steve Regenwether,
Fire Chief, City of Moline Fire Department
1630 8th Ave
Moline, IL 61265

3) Keela Gustman,
South Moline Fire Protection District
1340 North Shore Drive
Moline, IL 61265

South Moline Township Supervisor and Board of Trustees

1) Gregorio M. Aguilar, Supervisor,
2521 53rd Street
Moline, IL 61265

2) Rick Mellinger, Assessor
2521 53rd Street
Moline, IL 61265

3) Craig Loken, Clerk
2521 53rd Street
Moline, IL 61265

4) Maritia Griffith, Trustee,
2521 53rd Street
Moline, IL 61265

5) Nitra Kelley, Trustee,
2521 53rd Street
Moline, IL 61265

6) Joe Lambrecht, Trustee,
2521 53rd Street
Moline, IL 61265

7) Jeff Rivera, Trustee,
2521 53rd Street
Moline, IL 61265

Exhibit B

Plat of Annexation

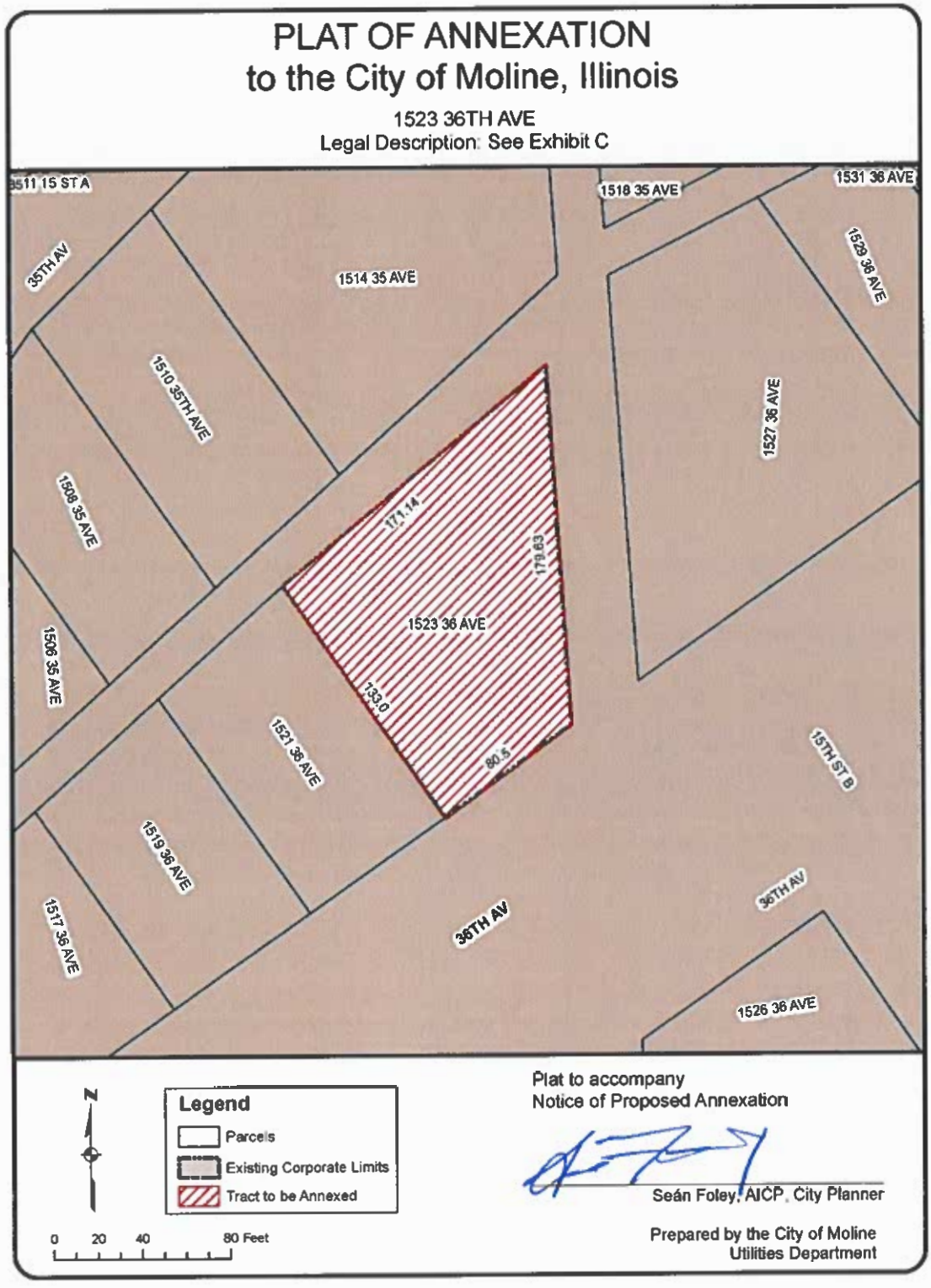


Exhibit C

Plat of Annexation

Legal Description:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION NUMBER EIGHT (8) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE NORTH EIGHTY-NINE (89) DEGREES FORTY -TWO (42) MINUTES THIRTY-SEVEN (37) SECONDS WEST ONE THOUSAND FIVE HUNDRED FIFTY-THREE AND FOURTEEN ONE-HUNDREDTHS (1553.14) FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION NUMBER EIGHT (8); THENCE NORTH ZERO (0) DEGREES SIX (6) MINUTES ONE (1) SECOND EAST ONE THOUSAND AND EIGHTY AND FORTY-FOUR ONE-HUNDREDTHS (1080.44) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; THENCE NORTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY-EIGHT (38) SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE EIGHT HUNDRED SEVENTY EIGHT AND ZERO ONE-HUNDREDTHS (878.00) FEET TO THE PLACE OF BEGINNING; THENCE NORTH THIRTY-FOUR (34) DEGREES FIFTY SIX (56) MINUTES TWENTY TWO (22) SECONDS WEST PERPENDICULAR TO THE LAST MENTIONED LINE ONE HUNDRED THIRTY-THREE (133) FEET; THENCE NORTH FORTY-EIGHT (48) DEGREES ZERO (0) MINUTES THIRTY-EIGHT (38) SECONDS EAST ONE HUNDRED SEVENTY-ONE AND FOURTEEN ONE-HUNDREDTHS (171.14) FEET; THENCE SOUTH FOUR (4) DEGREES ZERO (0) MINUTES SEVEN (7) SECONDS EAST ONE HUNDRED SEVENTY -NINE AND SIXTY-THREE ONE-HUNDREDTHS (179.63) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ROUTE NUMBER THREE (3); THENCE SOUTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY -EIGHT (38) SECONDS WEST ALONG SAID RIGHT OF WAY LINE EIGHTY AND FIVE-TENTHS (80.5) FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE SOUTHERLY FIVE (5) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR ROAD PURPOSES AS PART OF THE RIGHT OF WAY OF SAID STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; RESERVING THE EASTERLY TWENTY (20) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR THE USE OF THE PUBLIC FOR DRAINAGE PURPOSES; SITUATED IN THE SOUTHEAST QUARTER OF SECTION EIGHT (8), T17N, R1W OF THE 4TH P.M. IN THE COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

The above described tract of land contains 17,139 square feet (0.39 acres), more or less, PIN 17-08-409-007.

EXHIBIT B

LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SECTION NUMBER EIGHT (8) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE NORTH EIGHTY-NINE (89) DEGREES FORTY -TWO (42) MINUTES THIRTY-SEVEN (37) SECONDS WEST ONE THOUSAND FIVE HUNDRED FIFTY-THREE AND FOURTEEN ONE-HUNDREDTHS (1553.14) FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION NUMBER EIGHT (8); THENCE NORTH ZERO (0) DEGREES SIX (6) MINUTES ONE (1) SECOND EAST ONE THOUSAND AND EIGHTY AND FORTY-FOUR ONE-HUNDREDTHS (1080.44) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; THENCE NORTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY-EIGHT (38) SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE EIGHT HUNDRED SEVENTY EIGHT AND ZERO ONE-HUNDREDTHS (878.00) FEET TO THE PLACE OF BEGINNING; THENCE NORTH THIRTY-FOUR (34) DEGREES FIFTY SIX (56) MINUTES TWENTY TWO (22) SECONDS WEST PERPENDICULAR TO THE LAST MENTIONED LINE ONE HUNDRED THIRTY-THREE (133) FEET; THENCE NORTH FORTY-EIGHT (48) DEGREES ZERO (0) MINUTES THIRTY-EIGHT (38) SECONDS EAST ONE HUNDRED SEVENTY-ONE AND FOURTEEN ONE-HUNDREDTHS (171.14) FEET; THENCE SOUTH FOUR (4) DEGREES ZERO (0) MINUTES SEVEN (7) SECONDS EAST ONE HUNDRED SEVENTY -NINE AND SIXTY-THREE ONE-HUNDREDTHS (179.63) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ROUTE NUMBER THREE (3); THENCE SOUTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY -EIGHT (38) SECONDS WEST ALONG SAID RIGHT OF WAY LINE EIGHTY AND FIVE-TENTHS (80.5) FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE SOUTHERLY FIVE (5) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR ROAD PURPOSES AS PART OF THE RIGHT OF WAY OF SAID STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; RESERVING THE EASTERLY TWENTY (20) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR THE USE OF THE PUBLIC FOR DRAINAGE PURPOSES; SITUATED IN THE SOUTHEAST QUARTER OF SECTION EIGHT (8), T17N, R1W OF THE 4TH P.M. IN THE COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

Common address: 1523 36th Avenue, Moline, Illinois 61265
PIN: 17-08-409-007

EXHIBIT C

ANNEXATION PETITION

(see attached)

CITY OF MOLINE
SEC. 7-1-8 PETITION FOR ANNEXATION

Pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, the undersigned Petitioner(s) seek to annex certain territory to the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***") and in furtherance thereof, state as follows:

1. The Petitioner(s) signing this Petition constitute all of the owner(s) of record of the property commonly known as 1523 36th Avenue (PIN: 17-08-409-007) and legally described in **Exhibit A** to this Petition ("***Annexation Territory***").

2. There are either (i) no electors residing in the Annexation Territory or (ii) at least 51% of the electors residing in the Annexation Territory have joined this petition as evidenced by their signatures to this Petition.

3. As of the date of this Petition, the Annexation Territory is not within any other municipality and is wholly unincorporated.

4. The Annexation Territory is contiguous to the corporate limits of the City.

5. The Petition conforms in form and substance to the requirements of Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8.

6. The Petitioner(s) desire that the City annex the Annexation Territory to the Municipality.

WHEREFORE, the Petitioner(s) respectfully request that the Municipality annex the Annexation Territory to the Municipality in accordance with and pursuant to Section 7-1-8 of the Illinois Municipal Code.

[SIGNATURES ON FOLLOWING PAGE]

Petitioner Signatures

(Owners of Record)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an owner of record of land within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Owner's Name	Owner's Address/PIN	Owner's Signature
Gary RuFFcorn Sr	1523 36th Ave/17-08-409-007	Gary W. Ruffcorn Sr
Terri RuFFcorn	"	Terri L. Ruffcorn

Petitioner Signatures

(Electors)

The undersigned certifies that he/she has read the foregoing Petition for Annexation, has knowledge of the allegations contained therein, is an elector residing within the Annexation Territory, and that the allegations are true and correct to the best of his/her knowledge:

Elector's Name	Elector's Address/PIN	Elector's Signature
Gary RuFFcorn Sr	1523 36th Ave/17-08-409-007	Gary Ruffcorn Sr
TERRI L. RuFFCORN		Terri L Ruffcorn

MELISSA M KODATT
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 21, 2026

Melissa M. Kodatt

2/5/25

EXHIBIT A
Annexation Territory Legal Description

COMMENCING AT THE SOUTHEAST CORNER OF SECTION NUMBER EIGHT (8) IN TOWNSHIP NUMBER SEVENTEEN (17) NORTH, RANGE NUMBER ONE (1) WEST OF THE FOURTH PRINCIPAL MERIDIAN; THENCE NORTH EIGHTY-NINE (89) DEGREES FORTY - TWO (42) MINUTES THIRTY-SEVEN (37) SECONDS WEST ONE THOUSAND FIVE HUNDRED FIFTY-THREE AND FOURTEEN ONE-HUNDREDTHS (1553.14) FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION NUMBER EIGHT (8); THENCE NORTH ZERO (0) DEGREES SIX (6) MINUTES ONE (1) SECOND EAST ONE THOUSAND AND EIGHTY AND FORTY-FOUR ONE-HUNDREDTHS (1080.44) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; THENCE NORTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY-EIGHT (38) SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE EIGHT HUNDRED SEVENTY EIGHT AND ZERO ONE-HUNDREDTHS (878.00) FEET TO THE PLACE OF BEGINNING; THENCE NORTH THIRTY-FOUR (34) DEGREES FIFTY SIX (56) MINUTES TWENTY TWO (22) SECONDS WEST PERPENDICULAR TO THE LAST MENTIONED LINE ONE HUNDRED THIRTY-THREE (133) FEET; THENCE NORTH FORTY-EIGHT (48) DEGREES ZERO (0) MINUTES THIRTY-EIGHT (38) SECONDS EAST ONE HUNDRED SEVENTY-ONE AND FOURTEEN ONE-HUNDREDTHS (171.14) FEET; THENCE SOUTH FOUR (4) DEGREES ZERO (0) MINUTES SEVEN (7) SECONDS EAST ONE HUNDRED SEVENTY -NINE AND SIXTY-THREE ONE-HUNDREDTHS (179.63) FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID ROUTE NUMBER THREE (3); THENCE SOUTH FIFTY-FIVE (55) DEGREES THREE (3) MINUTES THIRTY -EIGHT (38) SECONDS WEST ALONG SAID RIGHT OF WAY LINE EIGHTY AND FIVE-TENTHS (80.5) FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE SOUTHERLY FIVE (5) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR ROAD PURPOSES AS PART OF THE RIGHT OF WAY OF SAID STATE BOND ISSUE ROUTE NUMBER THREE (3), COMMONLY KNOWN AS 36TH AVENUE; RESERVING THE EASTERLY TWENTY (20) FEET OF THE ABOVE DESCRIBED TRACT OF LAND FOR THE USE OF THE PUBLIC FOR DRAINAGE PURPOSES; SITUATED IN THE SOUTHEAST QUARTER OF SECTION EIGHT (8), T17N, R1W OF THE 4TH P.M. IN THE COUNTY OF ROCK ISLAND AND STATE OF ILLINOIS.

The above described tract of land contains 17,139 square feet (0.39 acres), more or less,
PIN 17-08-409-007.

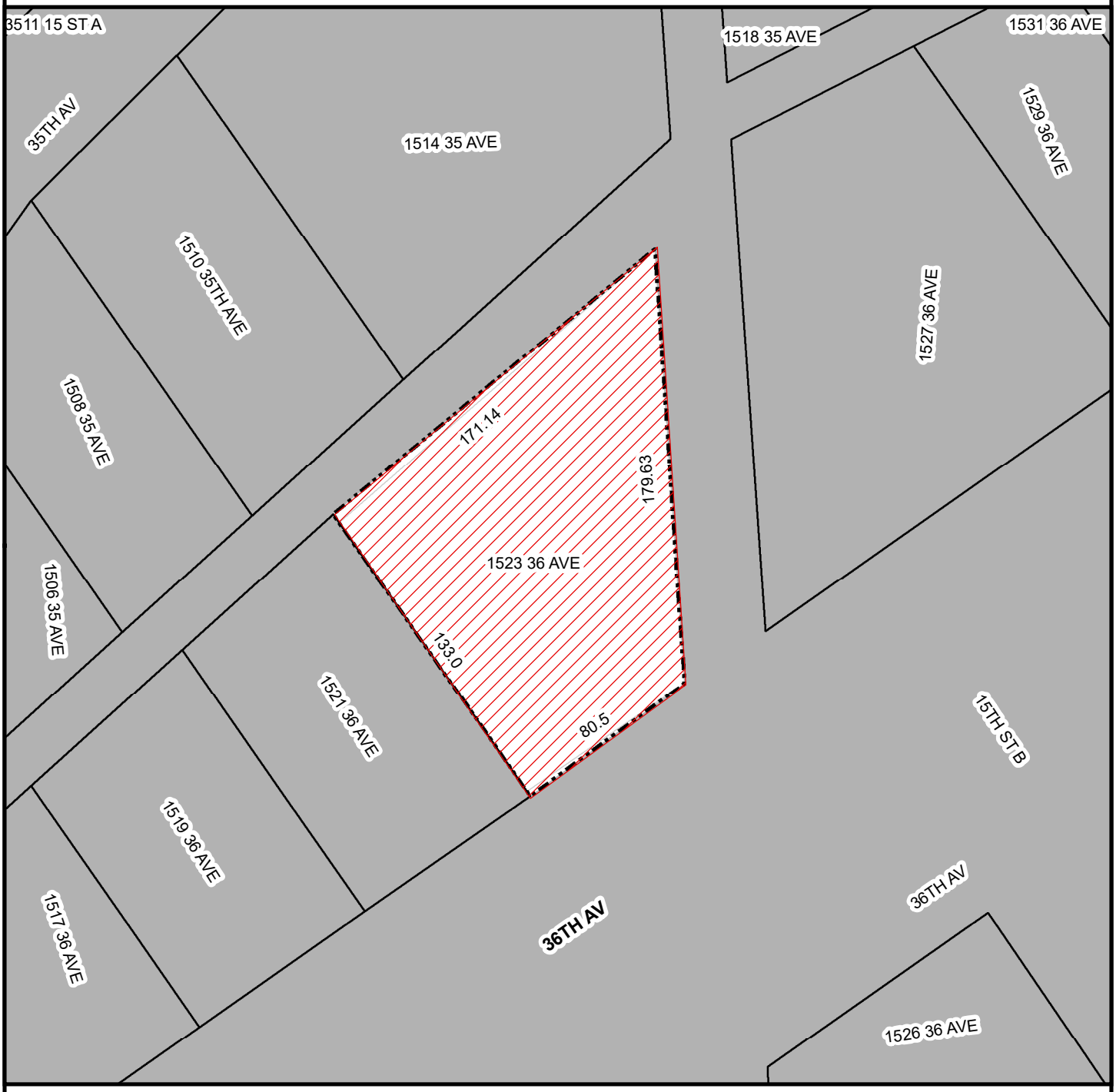
EXHIBIT D

PLAT OF ANNEXATION

(see attached)

PLAT OF ANNEXATION
to the City of Moline, Illinois

1523 36TH AVE
Legal Description: See Exhibit A



Legend

- Parcels
- Existing Corporate Limits
- Tract to be Annexed

N

0 20 40 80 Feet

This plat represents property annexed by the City of Moline by Ordinance No. _____ passed _____, 20_____.

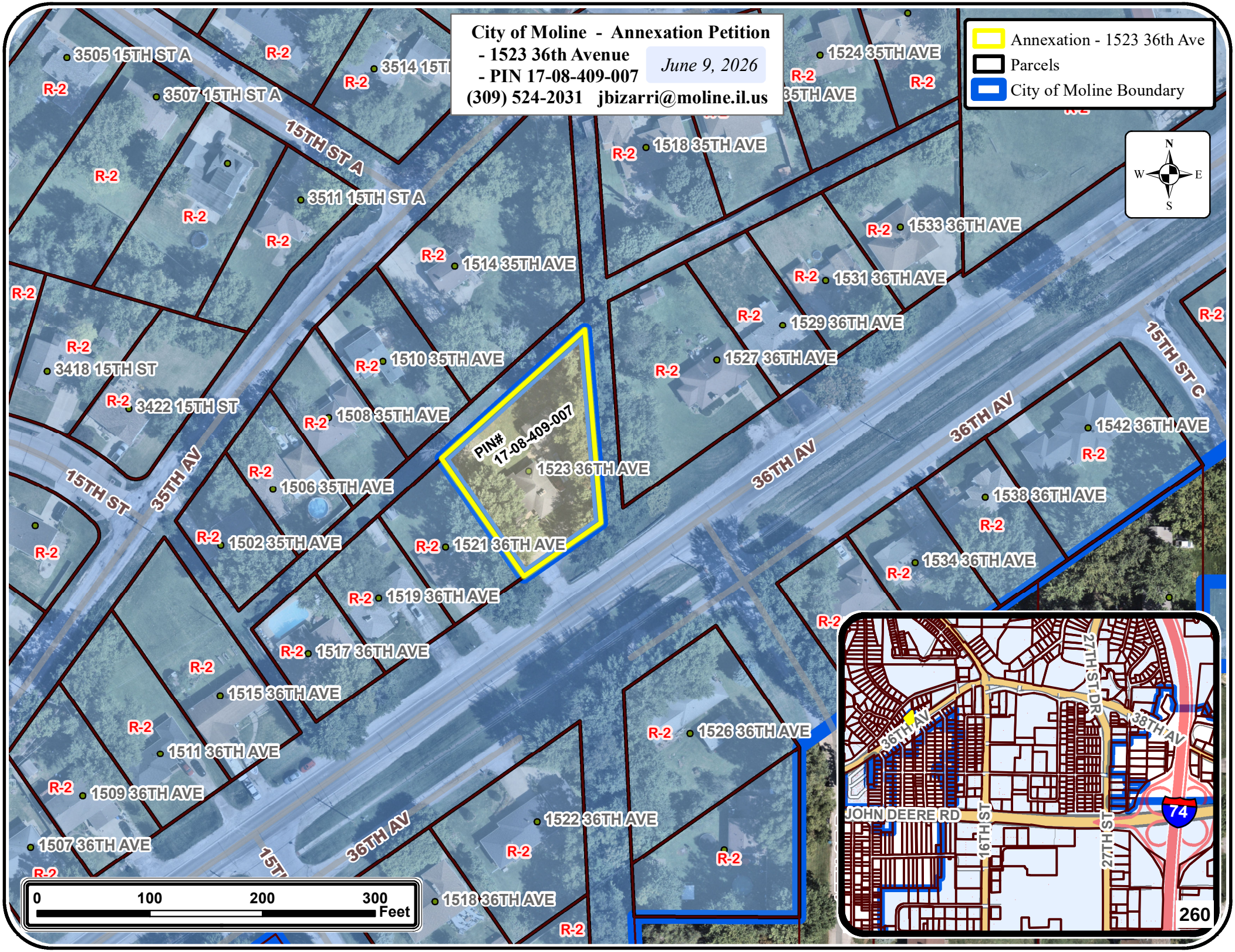
_____
Laura Klauer, Director of Engineering

Prepared by the City of Moline
Utilities Department

EXHIBIT E

ANNEXATION MAP

(see attached)


City of Moline - Annexation Petition
- 1523 36th Avenue
- PIN 17-08-409-007
June 9, 2026
(309) 524-2031 jbizarri@moline.il.us
Annexation - 1523 36th Ave
Parcels
City of Moline Boundary
N
W
E
S
PIN# 17-08-409-007
1523 36TH AVE
3505 15TH ST A
3507 15TH ST A
3511 15TH ST A
3514 15TH
3418 15TH ST
3422 15TH ST
1524 35TH AVE
1518 35TH AVE
1533 36TH AVE
1514 35TH AVE
1531 36TH AVE
1529 36TH AVE
1510 35TH AVE
1527 36TH AVE
1508 35TH AVE
1506 35TH AVE
1502 35TH AVE
1521 36TH AVE
1519 36TH AVE
1517 36TH AVE
1515 36TH AVE
1511 36TH AVE
1509 36TH AVE
1507 36TH AVE
1526 36TH AVE
1522 36TH AVE
1518 36TH AVE
1542 36TH AVE
1538 36TH AVE
1534 36TH AVE
R-2
15TH ST A
15TH ST
35TH AV
36TH AV
15TH ST C
0 100 200 300 Feet
27TH ST DR
38TH AV
JOHN DEERE RD
16TH ST
27TH ST
74
260

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG ORD1 Hollan-Laura-Altered School Speed Limit University Drive-EXP.pdf
ENG ORD1 Hollan-Laura-Altered School Speed Limit University Drive-CB xg.pdf
ENG ORD1 Hollan-Laura-Altered School Speed Limit University Drive-ATT1 (MAP).pdf
ENG ORD1 Hollan-Laura-Altered School Speed Limit University Drive-ATT2 (TEC MINUTES).pdf

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.

Explanation: City staff received a request from the Moline-Coal Valley School District to add a school speed limit zone on University Drive at the Western Illinois University Campus. This location is where Robert Ontiveros students have temporarily been relocated to for the 2026-2027 school year while renovation is being done to the current Lincoln-Irving school.

This item was discussed and approved at the Traffic Engineering Committee meeting on June 9, 2026. This proposed school speed limit will follow the City Ordinance requiring 20 mph on school days when school children are present, between the hours of 7:00 A.M. and 4:00 P.M. Upon students returning to the renovated school, this will be taken back to the City Council for removal from the Moline Code of Ordinances.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.

WHEREAS, the Traffic Engineering Committee ("Committee") discussed the proposed school speed limit at the meeting held June 9, 2026; and

WHEREAS, the Committee agreed to add this location to the Ordinance as a School Speed Limit Zone due to the proximity to Western Illinois University, where current Lincoln-Irving students have temporarily been relocated for the 2026-2027 school year.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 35 thereof, "ALTERED SPEED LIMITS," "School Speed Limit," by adding University Drive from 1800 feet west of Thirty-fourth Street to Thirty-fourth Street.

Section 2 – That pursuant to Section 1-1107 of the Moline Code of Ordinances, any person, firm or corporation violating any of the provisions of this ordinance shall be fined not more than seven hundred fifty dollars ($750.00) for each offense.

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

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk


RIVER DR
Temporary Robert Ontiveros Elementary School
UNIVERSITY DR
34TH ST
Limits of Proposed School Speed Limit Zone
Limits of Proposed School Speed Limit Zone
2ND AV
N
W
E
S
4TH AV
0 30 60 120 180 240
Feet
5TH AV
264

SPECIAL MINUTES
Traffic Engineering Committee
Tuesday, June 9, 2026
1:00 p.m.

Location:
Public Works, Conference Room #1
3635 4th Avenue, Moline, Illinois

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Momen Mokhtar	X	
Josh Whiting	X	
Matt Russell	X	
Kris Johnson	X	
Hollan Phillips	X	

CALL TO ORDER
Chairperson, Laura Klauer, called the meeting to order at 1:00 p.m. in the Public Works Conference Room #1.

ROLL CALL
Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of May 5, 2026: PASSED

AGENDA ITEMS

1. Request from school district to add school zone signs on University Drive at Western Illinois University.

Explanation: The Robert Ontiveros students have temporarily been relocated to the Western Illinois University Building during renovations of the current Lincoln-Irving school. The school district is requesting school speed limit zone signs at the temporary location for the 2026-2027 school year.

Staff Recommendation: Josh Whiting made motion to approve request. Kris Johnson seconded. Motion passes.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

2. Request from resident for parking to be removed on 10th Avenue, east of 42nd Street, to the dead end.

Explanation: Resident has complaints that visitors/residents of Springbrook Courts have overflow parking on 10th Avenue, east of 42nd Street. Resident states this is a very narrow road and is difficult to maneuver around parked cars. If parking removal is not an option, resident would like signed for no overnight parking.

Staff Recommendation: Matt Russell made motion to have the width of this street measured and if it does not exceed 20 feet, install no parking signs on both sides of street. If over 20 feet, the committee has requested a petition to eliminate parking, signed from all residents on this street. The resident whom submitted request has stated he will obtain those signatures. Kris Johnson seconded. Motion passes.

If necessary, this item will be brought back to the July 7, 2026 meeting.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

3. Other/Public Comments
Review current parking restriction signs on 42nd Street, 8th Avenue to 11th Avenue.

Explanation: Some of the regulatory signs do not match with what is currently in Code of Ordinances. Committee to review for corrections and consistency.

Staff Recommendation: See corrections below in red.

APPENDIX 10. PARKING PROHIBITED AT ANY TIME
~~Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue from parking lot north 30 feet.~~ (Remove)

Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Ct. (Add)

~~Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet.~~ (Remove)

APPENDIX 11. PARKING PROHIBITED AT CERTAIN TIMES
ON ANY DAY:
12:00 ~~p.m.~~ a.m. to 6:00 a.m. (Incorrectly put in the code of ordinances, meant for "overnight" parking)
Forty-second Street on the east side, from Eighth Avenue to Tenth Avenue.

Meeting Adjourned 1:39 p.m.

Next Traffic Committee Meeting to be held July 7, 2026

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet; and amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG ORD2 Hollan-Laura-Amendments to Appendix 10 Parking Prohibited Any Time-42nd Street-EXP.pdf
ENG ORD2 Hollan-Laura-Amendments to Appendix 10 Parking Prohibited Any Time-42nd Street-CB xg.pdf
ENG ORD2 Hollan-Laura-Amendments to Appendix 10 Parking Prohibited Any Time-42nd Street-ATT1 (TEC MINUTES).pdf
ENG ORD2 Hollan-Laura-Amendments to Appendix 10 Parking Prohibited Any Time-42nd Street-ATT2 (MAP).pdf

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet; and amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.

Explanation: The Traffic Engineering Committee ("Committee") reviewed the current Appendix 10, "PARKING PROHIBITED AT ANY TIME," for Forty-second Street and recommends amending Appendix 10 to reflect existing parking conditions.

No parking signs will be revised in the field. This item is solely intended to amend the Code of Ordinances to reflect existing conditions.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet; and

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.

WHEREAS, the Traffic Engineering Committee ("Committee") reviewed Appendix 10, "PARKING PROHIBITED AT ANY TIME," at the meeting held June 9, 2026; and

WHEREAS, the Committee recommends amending the ordinance as referenced above.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," is hereby amended by removing Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue, from parking lot north 30 feet; by removing Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue; and by removing Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet.

Section 2 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, Appendix 10, "PARKING PROHIBITED AT ANY TIME," is hereby amended by adding Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Court.

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

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

SPECIAL MINUTES
Traffic Engineering Committee
Tuesday, June 9, 2026
1:00 p.m.

Location:
Public Works, Conference Room #1
3635 4th Avenue, Moline, Illinois

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Momen Mokhtar	X	
Josh Whiting	X	
Matt Russell	X	
Kris Johnson	X	
Hollan Phillips	X	

CALL TO ORDER
Chairperson, Laura Klauer, called the meeting to order at 1:00 p.m. in the Public Works Conference Room #1.

ROLL CALL
Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of May 5, 2026: PASSED

AGENDA ITEMS

1. Request from school district to add school zone signs on University Drive at Western Illinois University.

Explanation: The Robert Ontiveros students have temporarily been relocated to the Western Illinois University Building during renovations of the current Lincoln-Irving school. The school district is requesting school speed limit zone signs at the temporary location for the 2026-2027 school year.

Staff Recommendation: Josh Whiting made motion to approve request. Kris Johnson seconded. Motion passes.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

2. Request from resident for parking to be removed on 10th Avenue, east of 42nd Street, to the dead end.

Explanation: Resident has complaints that visitors/residents of Springbrook Courts have overflow parking on 10th Avenue, east of 42nd Street. Resident states this is a very narrow road and is difficult to maneuver around parked cars. If parking removal is not an option, resident would like signed for no overnight parking.

Staff Recommendation: Matt Russell made motion to have the width of this street measured and if it does not exceed 20 feet, install no parking signs on both sides of street. If over 20 feet, the committee has requested a petition to eliminate parking, signed from all residents on this street. The resident whom submitted request has stated he will obtain those signatures. Kris Johnson seconded. Motion passes.

If necessary, this item will be brought back to the July 7, 2026 meeting.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

3. Other/Public Comments
Review current parking restriction signs on 42nd Street, 8th Avenue to 11th Avenue.

Explanation: Some of the regulatory signs do not match with what is currently in Code of Ordinances. Committee to review for corrections and consistency.

Staff Recommendation: See corrections below in red.

APPENDIX 10. PARKING PROHIBITED AT ANY TIME
~~Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue from parking lot north 30 feet.~~ (Remove)

Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Ct. (Add)

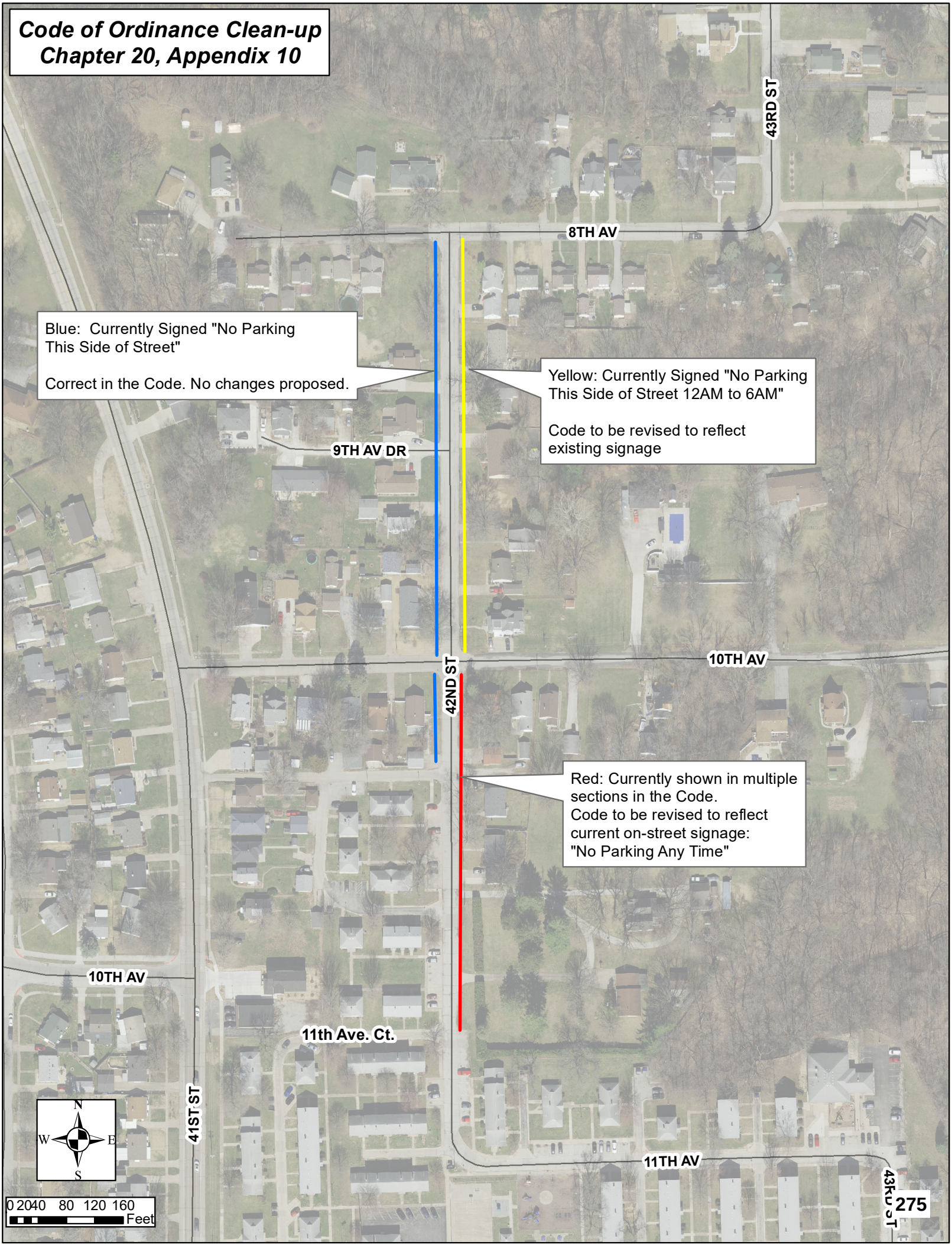
~~Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet.~~ (Remove)

APPENDIX 11. PARKING PROHIBITED AT CERTAIN TIMES
ON ANY DAY:
12:00 ~~p.m.~~ a.m. to 6:00 a.m. (Incorrectly put in the code of ordinances, meant for "overnight" parking)
Forty-second Street on the east side, from Eighth Avenue to Tenth Avenue.

Meeting Adjourned 1:39 p.m.

Next Traffic Committee Meeting to be held July 7, 2026

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering


Code of Ordinance Clean-up
Chapter 20, Appendix 10
43RD ST
8TH AV
Blue: Currently Signed "No Parking This Side of Street"
Correct in the Code. No changes proposed.
Yellow: Currently Signed "No Parking This Side of Street 12AM to 6AM"
Code to be revised to reflect existing signage
9TH AV DR
10TH AV
42ND ST
Red: Currently shown in multiple sections in the Code.
Code to be revised to reflect current on-street signage:
"No Parking Any Time"
10TH AV
11th Ave. Ct.
41ST ST
11TH AV
N
W
E
S
0 2040 80 120 160
Feet
275

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG ORD3 Hollan-Laura-Amendments to Appendix 11 Parking Prohibited at Certain Times-EXP.pdf
ENG ORD3 Hollan-Laura-Amendments to Appendix 11 Parking Prohibited at Certain Times-CB xg.pdf
ENG ORD3 Hollan-Laura-Amendments to Appendix 11 Parking Prohibited at Certain Times-ATT1 (TEC MINUTES).pdf

An Ordinance amending Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."

Explanation: The Traffic Engineering Committee ("Committee") reviewed the current Appendix 11, "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," and recommends amending Appendix 11 to reflect existing parking conditions. The original ordinance was intended for "no overnight parking."

No parking signs will be revised in the field. This item is solely intended to amend the Moline Code of Ordinances to reflect existing conditions.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AMENDING Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."

WHEREAS, the Traffic Engineering Committee ("Committee") reviewed Appendix 11, "PARKING PROHIBITED AT CERTAIN TIMES," at the meeting held June 9, 2026; and

WHEREAS, the Committee recommends amending the ordinance as referenced above.

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

Section 1 – That Chapter 20, "MOTOR VEHICLES AND TRAFFIC," of the Moline Code of Ordinances, is hereby amended by amending Appendix 11 thereof entitled "PARKING PROHIBITED AT CERTAIN TIMES," "ON ANY DAY," by removing the heading "12:00 p.m. to 6:00 a.m." and replacing it with the heading "12:00 a.m. to 6:00 a.m."

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

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest:
City Clerk

SPECIAL MINUTES
Traffic Engineering Committee
Tuesday, June 9, 2026
1:00 p.m.

Location:
Public Works, Conference Room #1
3635 4th Avenue, Moline, Illinois

BOARD MEMBER	PRESENT	ABSENT
Laura Klauer	X	
Momen Mokhtar	X	
Josh Whiting	X	
Matt Russell	X	
Kris Johnson	X	
Hollan Phillips	X	

CALL TO ORDER
Chairperson, Laura Klauer, called the meeting to order at 1:00 p.m. in the Public Works Conference Room #1.

ROLL CALL
Laura Klauer, Chairperson

APPROVAL OF MINUTES

Traffic Engineering Committee meeting minutes of May 5, 2026: PASSED

AGENDA ITEMS

1. Request from school district to add school zone signs on University Drive at Western Illinois University.

Explanation: The Robert Ontiveros students have temporarily been relocated to the Western Illinois University Building during renovations of the current Lincoln-Irving school. The school district is requesting school speed limit zone signs at the temporary location for the 2026-2027 school year.

Staff Recommendation: Josh Whiting made motion to approve request. Kris Johnson seconded. Motion passes.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

2. Request from resident for parking to be removed on 10th Avenue, east of 42nd Street, to the dead end.

Explanation: Resident has complaints that visitors/residents of Springbrook Courts have overflow parking on 10th Avenue, east of 42nd Street. Resident states this is a very narrow road and is difficult to maneuver around parked cars. If parking removal is not an option, resident would like signed for no overnight parking.

Staff Recommendation: Matt Russell made motion to have the width of this street measured and if it does not exceed 20 feet, install no parking signs on both sides of street. If over 20 feet, the committee has requested a petition to eliminate parking, signed from all residents on this street. The resident whom submitted request has stated he will obtain those signatures. Kris Johnson seconded. Motion passes.

If necessary, this item will be brought back to the July 7, 2026 meeting.

Board Member	Aye	Nay
Matt Russell	X	
Kris Johnson	X	
Momen Mokhtar	X	
Josh Whiting	X	

3. Other/Public Comments
Review current parking restriction signs on 42nd Street, 8th Avenue to 11th Avenue.

Explanation: Some of the regulatory signs do not match with what is currently in Code of Ordinances. Committee to review for corrections and consistency.

Staff Recommendation: See corrections below in red.

APPENDIX 10. PARKING PROHIBITED AT ANY TIME
~~Forty-second Street, on the east side, between Eighth Avenue and Tenth Avenue from parking lot north 30 feet.~~ (Remove)

Forty-second Street, on the east side, between Tenth Avenue and Eleventh Avenue Ct. (Add)

~~Forty-second Street, on the east side, from the Springbrook Courts parking area (approximately 100 feet north of Eleventh Avenue), north for a distance of 60 feet.~~ (Remove)

APPENDIX 11. PARKING PROHIBITED AT CERTAIN TIMES
ON ANY DAY:
12:00 ~~p.m.~~ a.m. to 6:00 a.m. (Incorrectly put in the code of ordinances, meant for "overnight" parking)
Forty-second Street on the east side, from Eighth Avenue to Tenth Avenue.

Meeting Adjourned 1:39 p.m.

Next Traffic Committee Meeting to be held July 7, 2026

Submitted by:
Hollan Phillips, Administrative Coordinator - Engineering

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline.

SUGGESTED ACTION: Approval

ATTACHMENTS:
FIN ORD1 Janine-Carol-Taxable GO Bonds-EXP.pdf
FIN ORD1 Janine-Carol-Taxable GO Bonds-CB xg.pdf
FIN ORD1 Janine-Carol-Taxable GO Bonds-ATT1 (Taxable General Obligation Bonds).pdf
FIN ORD1 Janine-Carol-Taxable GO Bonds-ATT2 (Preliminary Term Sheet).pdf

An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline.

Explanation: Pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and Section 2-1110 of the Moline Code of Ordinances, for the purpose of financing the acquisition and improvement of the RiverStation Building located at 1601 River Drive in Moline, which is an approximately 42,000 square foot, three-story building, located on a roughly .80-acre City-owned parcel of land (the "Project"), general obligation bonds of the City of Moline shall be issued and sold in one or more series in the aggregate principal amount not to exceed $1,750,000.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

AUTHORIZING the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline.

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

Section 1. Authority, Purpose and Findings. This ordinance is adopted pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and Section 2-1110 of the Moline Code of Ordinances for the purpose of financing the acquisition and improvement of the RiverStation Building located at 1601 River Drive in Moline, which is an approximately 42,000 square foot, three-story building, located on a roughly .80-acre City-owned parcel of land (the "Project") by the issuance of the general obligation bonds of the City authorized by Section 3 of this ordinance.

It is found and determined that borrowing money through the issuance of the bonds herein authorized is necessary for the welfare of the government and affairs of the City, is for proper public purposes and is in the public interest.

Section 2. Appropriation. The sum of $1,750,000 is appropriated for the purpose of paying the costs of the Project. Such appropriation includes the costs of issuance of the applicable series of Bonds authorized to fund such appropriation, including the premium for any bond insurance policy with respect to the Bonds.

Section 3. Authorization of Bonds.

(A) Pursuant to the home rule powers of the City to incur debt payable from ad valorem property tax receipts and for the purpose of financing the appropriation made pursuant to Section 2 of this ordinance, unlimited tax general obligation bonds of the City are authorized to be issued and sold in one or more series in the aggregate principal amount not to exceed $1,750,000.

(B) Each series of the Bonds shall be designated as "Taxable General Obligation Bonds" (the "Bonds") and shall include such additional designations as to series and other matters as shall be determined by the Mayor or the Finance Director of the City (the "Finance Director").

(C) In order to accommodate current market practices and to provide the opportunity to sell the Bonds under the most favorable terms, the City Council hereby delegates to the Mayor the authority to offer and sell the Bonds; (a) pursuant to a public sale by an underwriter for distribution of the Bonds to investors or (b) in a private placement to the successful purchaser, which shall be (i) a bank or financial institution authorized to do business

in the State of Illinois, (ii) a governmental unit as defined in the Local Government Debt Reform Act, or (iii) an "accredited investor" as defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933 and to make the various determinations with respect to the Bonds as provided in this ordinance. All determinations delegated to the Mayor pursuant to this ordinance shall be made by the Mayor by the execution of one or more bond orders (each a "Bond Order"). The delegated authority granted to the Mayor pursuant to this ordinance shall expire on June 30, 2027. In the event that the Mayor determines that she is not able to exercise any delegation set forth in this ordinance, the Mayor may designate the Finance Director to exercise such delegated authority by filing with the City Clerk a certificate setting forth such delegation to the Finance Director.

Section 4. General Terms of Bonds. The Bonds of each series shall be issuable in the denominations of $5,000 or any integral multiple thereof, unless otherwise determined in the Bond Order and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of Bonds. Unless otherwise determined in the Bond Order, each Bond delivered upon the original issuance of the Bonds shall be dated as of its date of issuance. Each Bond thereafter issued upon any transfer, exchange or replacement of Bonds shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the office of the bond registrar and paying agent for the Bonds, as specified and appointed in the Bond Order. Each Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the City for such purpose at the corporate trust office of the bond registrar, as of the close of business on the 15th day of the calendar month next preceding the applicable interest payment date. Interest on the Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the City and the registered owner.

The principal amount of each series of the Bonds shall be as specified in the Bond Order, provided that the aggregate principal amount of all series shall not exceed $1,750,000.

The Bonds shall mature on December 1 in such years and in such principal amounts as shall be specified in the Bond Order, provided that no Bond shall mature later than December 1, 2045.

Interest on each Bond shall be payable on an initial interest payment date of December 1, 2026 or June 1, 2027, as specified in the Bond Order, and semiannually thereafter on each June 1 and December 1, at the rates per annum as shall be specified in the Bond Order, provided that no Bond shall bear interest at a rate exceeding six percent (6.00%) per annum.

No series of the Bonds shall be sold pursuant to this ordinance unless the sum of the taxes levied pursuant to this ordinance for the payment of such series and the moneys to be deposited into the applicable debt service fund for such series concurrently with the issuance of the Bonds of such series is sufficient to provide for the punctual payment of the principal of and interest on the Bonds of such series.

The Bonds of any series may be subject to redemption prior to maturity as determined in the Bond Order, at the option of the City and upon notice as herein provided, in such principal amounts and from such maturities determined in the Bond Order. Any optional redemption shall be at redemption prices that may include a redemption premium determined at the time of sale of the applicable series to be expressed as a percentage of the principal amount of Bonds to be redeemed.

Bonds of like series and maturity may be subject to mandatory redemption, by the application of sinking fund installments, all as determined in the Bond Order.

All Bonds subject to mandatory sinking fund redemption shall be redeemed at a redemption price equal to the principal amount thereof to be redeemed. The bond registrar is hereby authorized and directed to mail notice of the mandatory sinking fund redemption of Bonds in the manner provided in this Section.

Whenever Bonds subject to mandatory sinking fund redemption are redeemed at the option of the City, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final maturity amount established with respect to such Bonds, in such amounts and against such installments or final maturity amount as shall be determined by the City in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable sinking fund installments next ensuing, and with respect to which notice of redemption has not yet been given.

On or prior to the 60th day preceding any sinking fund installment date, the City may purchase Bonds subject to mandatory redemption on such sinking fund installment date, at such prices as the City shall determine. Any Bond so purchased shall be cancelled and the principal amount thereof so purchased shall be credited against the unsatisfied balance of the next ensuing sinking fund installment.

In the event of the redemption of less than all of the Bonds of the same series, maturity and interest rate, the Bonds to be redeemed shall be selected by the bond registrar using such method as determined in the applicable Bond Order.

Notice of the redemption of Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of Bonds to be redeemed at their last addresses appearing on said registration books. The Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the

redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the bond registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the Bond so surrendered, Bonds of like series and maturity and of authorized denominations.

The bond registrar shall not be required to transfer or exchange any Bond after notice of the redemption of all or a portion thereof has been mailed. The bond registrar shall not be required to transfer or exchange any Bond during a period of 15 days next preceding the mailing of a notice of redemption which could designate for redemption all or a portion of such Bond.

Section 5. Sale and Delivery. Subject to the limitations contained in this ordinance, authority is hereby delegated to the Mayor to sell one or more series of the Bonds pursuant to one or more competitive sales, negotiated sales, or by award to a purchaser in a private placement on one or more sale dates prior to June 30, 2027. No award of a series of Bonds shall be made unless the purchase price bid is not less than 97% of the principal amount of such series of Bonds sold. The sale and award of the Bonds and the determination of the details of the Bonds shall be evidenced by the Bond Order, which shall be signed by the Mayor (or the Finance Director when such authority has been delegated to the Finance Director). An executed counterpart of the Bond Order shall be filed with the City Clerk and entered in the records of the City.

The Mayor or the Finance Director may determine to purchase a municipal bond insurance policy with respect to any of the Bonds.

The Mayor, City Clerk and other officials of the City are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the City each and everything necessary for the issuance of the Bonds, including the proper execution and delivery of the Bonds, Purchase Contract, Placement Agent Agreement, or Bank Document (each as defined below) and, in connection with a public offering of Bonds, the preparation, distribution and approval of an Official Statement, if necessary.

Section 6. Approval of Documents. An Official Statement prepared with respect to the Bonds, if necessary, is approved and "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The Mayor and the Finance Director are each authorized to execute and deliver the Official Statement on behalf of the City.

The Mayor and the Finance Director are each authorized to execute and deliver any of the

following in connection with the sale: a bond purchase agreement by and between the City and the underwriter with respect to a public offering ("Bond Purchase Agreement"), an agreement with a placement agent (a "Placement Agent Agreement"), and a rate lock agreement, continuing covenants agreement or similar document between the City and a purchaser (a "Bank Document"). Any Bank Document may provide for default rates of interest and increased rates of interest upon the occurrence of: (i) a failure by the City to pay when due any payment of the interest on or principal of the Bonds, or (ii) if the City files a petition seeking protection under Chapter 9 of the United States Bankruptcy Code, provided, however, that any such rates may not exceed the maximum rate of interest authorized in Section 4 hereof.

Section 7. Execution and Authentication. Each Bond shall be executed in the name of the City by the manual or authorized facsimile signature of its Mayor and the corporate seal of the City, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its City Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bond shall cease to hold such office before the issuance of the Bond, such Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bond had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office. No recourse shall be had for the payment of any Bonds against any officer who executes the Bonds.

Each Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 8. Transfer, Exchange and Registry. The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each Bond shall be transferable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the City shall execute and the bond registrar shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, series, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate and of authorized denominations.

For every such exchange or registration of transfer of Bonds, the City or the bond registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced Bonds.

The City and the bond registrar may deem and treat the person in whose name any Bond shall be registered upon the registration books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the bond registrar shall be affected by any notice to the contrary.

Section 9. Bond Registrar. The City covenants that it shall at all times retain a bond registrar with respect to each series of the Bonds, that it will maintain at the designated office of such bond registrar a place where Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the bond registrar maintain proper registration books and perform the other duties and obligations imposed upon it by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any Bond, and by such execution the bond registrar shall be deemed to have certified to the City that it has all requisite power to accept, and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. The bond registrar is the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence or default. The bond registrar shall, however, be responsible for any representation in its certificate of authentication on the applicable series of the Bonds.

The City may remove the bond registrar at any time. In case at any time the bond registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the bond registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the bond registrar or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor bond registrar. The City shall mail notice of any such appointment made by it to each registered owner of Bonds within twenty days after such appointment.

Section 10. General Obligations. The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the City, and the City shall be obligated to levy

ad valorem taxes upon all the taxable property in the City for the payment of the Bonds and the interest thereon, without limitation as to rate or amount.

Section 11. Form of Bonds. The Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the Bonds are printed:

No. _____

State of Illinois
County of Rock Island
CITY OF MOLINE
TAXABLE GENERAL OBLIGATION,
SERIES _____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
	December 1, 20		

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

The CITY OF MOLINE, a municipal corporation and a home rule unit of the State of Illinois, situated in the County of Rock Island, acknowledges itself indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on __1, 20 and semiannually thereafter on June 1 and December 1 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the 15th day of the calendar month next preceding such interest payment date, by wire transfer pursuant to an agreement by and between the City and the registered owner, or otherwise by check or draft mailed to the registered owner, at the address of such owner appearing on the registration books maintained by the City for such purpose at the office of the bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the City are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of $___,000 which are authorized and issued under and pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and Section 2-1110 of the Moline Code of Ordinances and under and in accordance with an ordinance adopted by the City Council of the City on July 7, 2026, and entitled: "An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline."

The bonds of such series maturing on or after December 1, 20__are subject to redemption prior to maturity at the option of the City and upon notice as herein provided, in such principal amounts and from such maturities as the City shall determine and by lot within a single maturity, on ___ 1, 20__ and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The bonds of such series maturing in the years 20__, 20___and 20___are term bonds subject to mandatory redemption, in part and by lot, on December 1 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

Year	20___Bonds Principal Amount	Year	20___Bonds Principal Amount	Year	20___Bonds Principal Amount
20	$	20	$	20	$
20		20		20	
20		20		20	

Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of $5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The City or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The City and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the City have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the City is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, the City of Moline has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _July 7_____, 2026__

CITY OF MOLINE

_____
Mayor

Attest:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Taxable General Obligation Bonds, _____, described in the within mentioned Ordinance.

_____
as Bond Registrar

By _____
Authorized Signer

ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney to transfer the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guarantee:

Section 12. Levy and Extension of Taxes.

(A) For the purpose of providing the money required to pay the interest on the Bonds, when and as the same falls due and to pay and discharge the principal thereof (including any mandatory sinking fund installments) as the same shall mature, there is hereby levied upon all the taxable property in the City, while any of the Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, in the amount of $300,000 for each of the tax levy years 2026 to 2041, both inclusive.

(B) Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

(C) After the sale of each series of the Bonds and the execution of the applicable Bond Order, an executed copy of the Bond Order and a copy of this ordinance certified by the City Clerk, which certificate shall recite that this ordinance has been duly adopted, shall be filed with the County Clerk of Rock Island County, Illinois, who is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years 2026 to 2041, inclusive, and, subject to adjustment as provided in paragraph (D) of this Section, to extend the same for collection on the tax books in connection with other taxes levied in said years, in and by the City for general corporate purposes of the City, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, such taxes shall be used solely for the purpose of paying the principal of and interest on the applicable series of Bonds as the same become due and payable.

(D) In the event that Bonds are to be issued in principal amounts and bearing interest such that for any tax levy year an amount less than that set forth in paragraph (A) of this Section is required to be produced to pay when due the principal of and interest on the applicable series of Bonds, then the Finance Director is authorized and directed to file with the aforesaid County Clerk, on or prior to the date of delivery of the applicable series of Bonds, a direction for abatement of taxes specifying the exact amount of taxes to be levied to produce the required amounts for each of the various tax levy years.

Section 13. Application of Bond Proceeds. The net proceeds of sale of each series of the Bonds, after payment of any municipal bond insurance policy premium, shall be deposited into the Capital Improvement Fund established by this ordinance.

Section 14. Taxable Bonds Debt Service Fund. Money derived from the taxes levied pursuant to Section 12 of this ordinance are appropriated and set aside for the sole purpose of paying the principal of and interest on the Bonds when and as the same come due. All of such moneys shall be deposited in the "Taxable Bonds Debt Service Fund," which is hereby established as a special fund of the City.

Section 15. Pledge Securing Bonds. The moneys deposited or to be deposited into the Taxable Bonds Debt Service Fund, including the tax receipts derived from the taxes levied pursuant to Section 12 of this ordinance, are pledged as security for the payment of the principal of and interest on the Bonds. This pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the Bonds. All such tax receipts and the moneys held in the Taxable Bonds Debt Service Fund shall immediately be subject to the lien of the pledge without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

Section 16. Capital Improvement Fund. The "Capital Improvement Fund" is hereby established as a special fund of the City. Moneys in the Capital Improvement Fund shall be used for the payment of costs of the Project and for the payment of costs of issuance of the Bonds, but may hereafter be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 17. Investment Regulations. All income derived from investments in respect of moneys or securities in any Fund shall be credited in each case to the Fund in which such moneys or securities are held.

Section 18. Tax Status of Bonds. The City intends that interest on the Bonds will be includible in the gross income of the owners of the Bonds for federal income tax purposes.

Section 19. Continuing Disclosure. For the benefit of the beneficial owners of the Bonds, the City covenants and agrees to provide to the Municipal Securities Rulemaking Board (the "MSRB") for disclosure on the Electronic Municipal Market Access ("EMMA") system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the City and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the City's fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the City and such additional information as noted in the Official Statement under the caption "Continuing Disclosure." Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The City, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the City to provide any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of Bondholders, if material; (8) Bond calls, if material and tender offers; (9) defeasances; (10) release, substitution or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect bondholders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties. For the purposes of the event identified in clause (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City. As used in clauses (15) and (16), the term financial obligation means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing

or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (the "Rule").

This Section will only apply if paragraph (b)(5) of the Rule is applicable to the Bonds, in order to assist participating underwriters of the Bonds and brokers, dealers and municipal securities dealers in complying with paragraph (b)(5) of the Rule. If applicable, the Finance Director or her designee is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the City, each and everything necessary to accomplish the undertakings of the City contained in this Section for so long as paragraph (b)(5) of the Rule is applicable to the Bonds, and the City remains an "obligated person" under the Rule with respect to the Bonds.

The undertakings contained in this Section may be amended by the City upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted, provided that (a) the undertaking, as amended, would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the City, the amendment does not materially impair the interests of the beneficial owners of the Bonds.

Section 20. Book-Entry System. In order to provide for the initial issuance of the Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered bond for each maturity of each series of the Bonds, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as a nominee of The Depository Trust Company, as securities depository for the Bonds. The Finance Director is authorized to execute and deliver on behalf of the City such letters to, or agreements with, the securities depository as shall be necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become incapable of acting, then the City shall appoint a successor securities depository to provide a system of book-entry only transfers for the Bonds, by written notice to the predecessor securities depository directing it to notify its participants (those persons for whom the securities depository holds securities) of the appointment of a successor securities depository.

If the system of book-entry only transfers for the Bonds is discontinued, then the City shall issue and the bond registrar shall authenticate, register and deliver to the beneficial owners of the Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the Bonds, all as shown in the records maintained by the securities depository.

Section 21. Defeasance and Payment of Bonds. If the City shall pay or cause to be paid to the registered owners of the Bonds, the principal and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of taxes, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the registered owners and the beneficial owners of the Bonds shall

be discharged and satisfied.

(A) Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section if (1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in Paragraph (B) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when due the principal of, redemption premium, if any, and interest due and to become due on said Bonds on and prior to the applicable redemption date or maturity date thereof.

(B) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, or (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America.

Section 22. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the City and the registered owners of the Bonds. Except as otherwise provided in this ordinance, any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Bonds of like series. All of the Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this ordinance. This ordinance shall constitute full authority for the issuance of the Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the City, the provisions of this ordinance shall control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 23. Publication. The City Clerk is hereby authorized and directed to publish this ordinance in pamphlet form and to file copies thereof for public inspection in her office.

Section 24. Effective Date. This ordinance shall become effective upon its passage and approval.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

CERTIFICATE

I, Stephanie Murphy, City Clerk of the City of Moline, Illinois, hereby certify that the foregoing ordinance entitled: "An Ordinance authorizing the issuance of Taxable General Obligation Bonds of the City of Moline, Illinois, for financing the acquisition of the RiverStation Building located at 1601 River Drive in Moline" is a true copy of an original ordinance which was duly adopted by the recorded affirmative votes of not less than six members of the City Council of the City at a meeting thereof which was duly called and held at 6:00 p.m., on July 7, 2026, at Moline City Hall, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance signed by the Mayor of the City on July 7, 2026, and thereafter published in pamphlet form on July 8, 2026, and recorded in the Ordinance Book of the City and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120, and was continuously available for public review during the 48-hour period preceding the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this _____day of _____, 2026.

_____
City Clerk

(SEAL)

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026

Dated: July 29, 2026 / Callable: December 1, 2028 @ Par

$1,700,000 Project Fund / 15 Year Term

Table of Contents

Report

Sources & Uses	1
Debt Service Schedule	2
Net Debt Service Schedule	3
Pricing Summary	4
Proof of Bond Yield @ 5.0009800%	5
Detail Costs Of Issuance	6

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Sources & Uses

Dated 07/29/2026 | Delivered 07/29/2026

Sources Of Funds

Par Amount of Bonds	$1,720,000.00
Total Sources	**$1,720,000.00**

Uses Of Funds

Costs of Issuance	20,000.00
Deposit to Project Construction Fund	1,700,000.00
Total Uses	**$1,720,000.00**

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/29/2026	-	-	-	-	-
12/01/2026	150,000.00	5.000%	29,144.44	179,144.44	179,144.44
06/01/2027	-	-	39,250.00	39,250.00	-
12/01/2027	65,000.00	5.000%	39,250.00	104,250.00	143,500.00
06/01/2028	-	-	37,625.00	37,625.00	-
12/01/2028	70,000.00	5.000%	37,625.00	107,625.00	145,250.00
06/01/2029	-	-	35,875.00	35,875.00	-
12/01/2029	75,000.00	5.000%	35,875.00	110,875.00	146,750.00
06/01/2030	-	-	34,000.00	34,000.00	-
12/01/2030	75,000.00	5.000%	34,000.00	109,000.00	143,000.00
06/01/2031	-	-	32,125.00	32,125.00	-
12/01/2031	80,000.00	5.000%	32,125.00	112,125.00	144,250.00
06/01/2032	-	-	30,125.00	30,125.00	-
12/01/2032	85,000.00	5.000%	30,125.00	115,125.00	145,250.00
06/01/2033	-	-	28,000.00	28,000.00	-
12/01/2033	90,000.00	5.000%	28,000.00	118,000.00	146,000.00
06/01/2034	-	-	25,750.00	25,750.00	-
12/01/2034	95,000.00	5.000%	25,750.00	120,750.00	146,500.00
06/01/2035	-	-	23,375.00	23,375.00	-
12/01/2035	100,000.00	5.000%	23,375.00	123,375.00	146,750.00
06/01/2036	-	-	20,875.00	20,875.00	-
12/01/2036	100,000.00	5.000%	20,875.00	120,875.00	141,750.00
06/01/2037	-	-	18,375.00	18,375.00	-
12/01/2037	110,000.00	5.000%	18,375.00	128,375.00	146,750.00
06/01/2038	-	-	15,625.00	15,625.00	-
12/01/2038	115,000.00	5.000%	15,625.00	130,625.00	146,250.00
06/01/2039	-	-	12,750.00	12,750.00	-
12/01/2039	120,000.00	5.000%	12,750.00	132,750.00	145,500.00
06/01/2040	-	-	9,750.00	9,750.00	-
12/01/2040	125,000.00	5.000%	9,750.00	134,750.00	144,500.00
06/01/2041	-	-	6,625.00	6,625.00	-
12/01/2041	130,000.00	5.000%	6,625.00	136,625.00	143,250.00
06/01/2042	-	-	3,375.00	3,375.00	-
12/01/2042	135,000.00	5.000%	3,375.00	138,375.00	141,750.00
Total	**$1,720,000.00**	**-**	**$776,144.44**	**$2,496,144.44**	**-**

Yield Statistics

Bond Year Dollars	$15,522.89
Average Life	9.025 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0009800%
Bond Yield for Arbitrage Purposes	5.0009800%
All Inclusive Cost (AIC)	5.1742291%

IRS Form 8038

Net Interest Cost	5.0000000%
Weighted Average Maturity	9.025 Years

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/01/2026	150,000.00	5.000%	29,144.44	179,144.44	179,144.44
12/01/2027	65,000.00	5.000%	78,500.00	143,500.00	143,500.00
12/01/2028	70,000.00	5.000%	75,250.00	145,250.00	145,250.00
12/01/2029	75,000.00	5.000%	71,750.00	146,750.00	146,750.00
12/01/2030	75,000.00	5.000%	68,000.00	143,000.00	143,000.00
12/01/2031	80,000.00	5.000%	64,250.00	144,250.00	144,250.00
12/01/2032	85,000.00	5.000%	60,250.00	145,250.00	145,250.00
12/01/2033	90,000.00	5.000%	56,000.00	146,000.00	146,000.00
12/01/2034	95,000.00	5.000%	51,500.00	146,500.00	146,500.00
12/01/2035	100,000.00	5.000%	46,750.00	146,750.00	146,750.00
12/01/2036	100,000.00	5.000%	41,750.00	141,750.00	141,750.00
12/01/2037	110,000.00	5.000%	36,750.00	146,750.00	146,750.00
12/01/2038	115,000.00	5.000%	31,250.00	146,250.00	146,250.00
12/01/2039	120,000.00	5.000%	25,500.00	145,500.00	145,500.00
12/01/2040	125,000.00	5.000%	19,500.00	144,500.00	144,500.00
12/01/2041	130,000.00	5.000%	13,250.00	143,250.00	143,250.00
12/01/2042	135,000.00	5.000%	6,750.00	141,750.00	141,750.00
Total	**$1,720,000.00**	**-**	**$776,144.44**	**$2,496,144.44**	**$2,496,144.44**

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
12/01/2026	Serial Coupon	5.000%	5.000%	150,000.00	100.000%	150,000.00
12/01/2027	Serial Coupon	5.000%	5.000%	65,000.00	100.000%	65,000.00
12/01/2028	Serial Coupon	5.000%	5.000%	70,000.00	100.000%	70,000.00
12/01/2029	Serial Coupon	5.000%	5.000%	75,000.00	100.000%	75,000.00
12/01/2030	Serial Coupon	5.000%	5.000%	75,000.00	100.000%	75,000.00
12/01/2031	Serial Coupon	5.000%	5.000%	80,000.00	100.000%	80,000.00
12/01/2032	Serial Coupon	5.000%	5.000%	85,000.00	100.000%	85,000.00
12/01/2033	Serial Coupon	5.000%	5.000%	90,000.00	100.000%	90,000.00
12/01/2034	Serial Coupon	5.000%	5.000%	95,000.00	100.000%	95,000.00
12/01/2035	Serial Coupon	5.000%	5.000%	100,000.00	100.000%	100,000.00
12/01/2036	Serial Coupon	5.000%	5.000%	100,000.00	100.000%	100,000.00
12/01/2037	Serial Coupon	5.000%	5.000%	110,000.00	100.000%	110,000.00
12/01/2038	Serial Coupon	5.000%	5.000%	115,000.00	100.000%	115,000.00
12/01/2039	Serial Coupon	5.000%	5.000%	120,000.00	100.000%	120,000.00
12/01/2040	Serial Coupon	5.000%	5.000%	125,000.00	100.000%	125,000.00
12/01/2041	Serial Coupon	5.000%	5.000%	130,000.00	100.000%	130,000.00
12/01/2042	Serial Coupon	5.000%	5.000%	135,000.00	100.000%	135,000.00
Total	-	-	-	**$1,720,000.00**	-	**$1,720,000.00**

Bid Information

Par Amount of Bonds	$1,720,000.00
Gross Production	$1,720,000.00
Bid (100.000%)	1,720,000.00
Total Purchase Price	$1,720,000.00
Bond Year Dollars	$15,522.89
Average Life	9.025 Years
Average Coupon	5.0000000%
Net Interest Cost (NIC)	5.0000000%
True Interest Cost (TIC)	5.0009800%

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Proof of Bond Yield @ 5.0009800%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
07/29/2026	-	1.0000000x	-	-
12/01/2026	179,144.44	0.9834000x	176,170.64	176,170.64
06/01/2027	39,250.00	0.9594100x	37,656.84	213,827.48
12/01/2027	104,250.00	0.9360053x	97,578.55	311,406.04
06/01/2028	37,625.00	0.9131715x	34,358.08	345,764.12
12/01/2028	107,625.00	0.8908948x	95,882.55	441,646.67
06/01/2029	35,875.00	0.8691615x	31,181.17	472,827.84
12/01/2029	110,875.00	0.8479584x	94,017.39	566,845.23
06/01/2030	34,000.00	0.8272725x	28,127.27	594,972.49
12/01/2030	109,000.00	0.8070913x	87,972.95	682,945.44
06/01/2031	32,125.00	0.7874024x	25,295.30	708,240.74
12/01/2031	112,125.00	0.7681938x	86,133.73	794,374.47
06/01/2032	30,125.00	0.7494538x	22,577.29	816,951.76
12/01/2032	115,125.00	0.7311709x	84,176.05	901,127.81
06/01/2033	28,000.00	0.7133340x	19,973.35	921,101.17
12/01/2033	118,000.00	0.6959323x	82,120.02	1,003,221.18
06/01/2034	25,750.00	0.6789551x	17,483.09	1,020,704.28
12/01/2034	120,750.00	0.6623921x	79,983.84	1,100,688.12
06/01/2035	23,375.00	0.6462331x	15,105.70	1,115,793.82
12/01/2035	123,375.00	0.6304683x	77,784.02	1,193,577.84
06/01/2036	20,875.00	0.6150881x	12,839.96	1,206,417.81
12/01/2036	120,875.00	0.6000831x	72,535.04	1,278,952.85
06/01/2037	18,375.00	0.5854441x	10,757.54	1,289,710.38
12/01/2037	128,375.00	0.5711622x	73,322.95	1,363,033.33
06/01/2038	15,625.00	0.5572288x	8,706.70	1,371,740.03
12/01/2038	130,625.00	0.5436352x	71,012.35	1,442,752.38
06/01/2039	12,750.00	0.5303733x	6,762.26	1,449,514.64
12/01/2039	132,750.00	0.5174349x	68,689.48	1,518,204.13
06/01/2040	9,750.00	0.5048121x	4,921.92	1,523,126.05
12/01/2040	134,750.00	0.4924973x	66,364.01	1,589,490.05
06/01/2041	6,625.00	0.4804828x	3,183.20	1,592,673.25
12/01/2041	136,625.00	0.4687615x	64,044.54	1,656,717.79
06/01/2042	3,375.00	0.4573261x	1,543.48	1,658,261.27
12/01/2042	138,375.00	0.4461697x	61,738.73	1,720,000.00
Total	**$2,496,144.44**	**-**	**$1,720,000.00**	**-**

Derivation Of Target Amount

Par Amount of Bonds	$1,720,000.00
Original Issue Proceeds	$1,720,000.00

City of Moline, Illinois

Taxable General Obligation Bonds, Series 2026
Dated: July 29, 2026 / Callable: December 1, 2028 @ Par
$1,700,000 Project Fund / 15 Year Term

Detail Costs Of Issuance

Dated 07/29/2026 | Delivered 07/29/2026

COSTS OF ISSUANCE DETAIL

PRELIMINARY TERM SHEET DATED _____

City of Moline,
Rock Island County, Illinois

$1,720,000* Taxable General Obligation Bonds, Series 2026

Issuer: City of Moline, Rock Island County, Illinois (the "City").

Issue: $1,720,000* Taxable General Obligation Bonds, Series 2026 (the "Bonds").

Bid(s) Due: July 14, 2026 by 10:15 A.M. C.D.T.

Award Date: July 14, 2026.

Dated/Delivery Date: July 29, 2026.

Method of Sale: Competitive.

Purchaser: _____ (the "Purchaser").

Interest Payment Dates: The Bonds will pay interest semi-annually on each June 1 and December 1 commencing on December 1, 2026. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal Due: Annually each December 1.

AMOUNTS*, MATURITIES, INTEREST RATES, AND YIELDS

Principal Amount*	Due Dec. 1	Interest Rate	Yield
$150,000	2026	_____%	_____%
65,000	2027	_____%	_____%
70,000	2028	_____%	_____%
75,000	2029	_____%	_____%
75,000	2030	_____%	_____%
80,000	2031	_____%	_____%
85,000	2032	_____%	_____%
90,000	2033	_____%	_____%
95,000	2034	_____%	_____%

Principal Amount*	Due Dec. 1	Interest Rate	Yield
$100,000	2035	_____%	_____%
100,000	2036	_____%	_____%
110,000	2037	_____%	_____%
115,000	2038	_____%	_____%
120,000	2039	_____%	_____%
125,000	2040	_____%	_____%
130,000	2041	_____%	_____%
135,000	2042	_____%	_____%

Purchase Price: Par.

Good Faith Deposit: A good faith deposit will **NOT** be required.

Legal Opinion/Tax Treatment: Katten Muchin Rosenman LLP , Chicago, Illinois, Bond Counsel ("Bond Counsel"), will provide an opinion as to the validity of, and federal tax treatment of the interest on, the Bonds. Interest on the Bonds is includible in gross income of the owners thereof for federal income tax purposes. Interest on the Bonds is NOT exempt from present State of Illinois income taxes.

*Subject to change.

Registrar/Paying Agent: The Purchaser will act as bond registrar and paying agent on the Bonds, unless an agent is appointed by the Purchaser. However, if no agent is appointed by the Purchaser, appointment will be made at the expense of the Purchaser. The Purchaser agrees to furnish an invoice to the City prior to all payment dates.

Rule G-34, as Amended: Rule G-34, as amended, extends to non-dealer municipal advisors the requirement that a municipal advisor obtain a CUSIP number when advising on a competitive transaction in municipal securities.

Rule G-34, as amended, provides a principles-based exception for municipal advisors in competitive sales from the CUSIP number requirements when selling a new issue of municipal securities in certain circumstances where the municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity is to hold the municipal securities to maturity or earlier redemption or mandatory tender. Specifically, Rule G-34(a)(i)(F) provides as follows:

"(F) [A] municipal advisor advising the issuer with respect to a competitive sale of a new issue, which is being purchased directly by a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer … may elect not to apply for assignment of a CUSIP number or numbers if the … municipal advisor reasonably believes (e.g., by obtaining a written representation) that the present intent of the purchasing entity or entities is to hold the municipal securities to maturity …."

Should your bid be the best bid and should this not be relevant in your situation please advise Speer Financial, Inc. immediately.

Authorization: The Bonds are being issued pursuant to a Bond Ordinance to be adopted by the Mayor and City Council of the City on the 23rd day of June, 2026 (the "Bond Ordinance").

Purpose: Proceeds of the Bonds will be used to reimburse the City for the purchase of the Riverstation Building located at 1601 River Drive, and to pay the costs of issuance of the Bonds.

Security: In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the City and are payable from any funds of the City legally available for such purpose, and all taxable property in the City is subject to the levy of taxes to pay the same without limitation as to rate or amount, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion.

Denomination: Minimum denomination of $100,000 and integral multiples of $5 in excess thereof.

Municipal Advisor: Speer Financial, Inc., Chicago, Illinois ("Speer").

Expenses: The City will pay for the legal opinion and municipal advisor's fee. At closing, the City will deliver one typed bond per maturity.

Optional Redemption: The Bonds maturing on or after December 1, 2029, inclusive, are redeemable at the option of the City on any date on or after December 1, 2028, at a price of par and accrued interest to the redemption date. If less than all the Bonds are redeemed, they shall be redeemed in such principal amounts and from such maturities as determined by the City and within any maturity by lot.

Credit Rating: A credit rating will **NOT** be requested for the Bonds.

Secondary Market Disclosure: This bond issue is not subject to the continuing disclosure provisions of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Securities Act").

Investor Letter : The Purchaser will be required to execute an investor letter, in the form attached as **Appendix B**, wherein the Purchaser will certify to the City and Bond Counsel that it (i) is acquiring the Bonds for its own account and solely for investment purposes and not with a view to any distribution of any Bond or any interest therein or a portion thereof or with any present intention of distributing or selling any Bond or any interest therein or portion thereof and (ii) has knowledge and experience in financial and business matters, including the acquisition and holding of tax-exempt obligations, that it is capable of evaluating the merits and risks of purchasing the Bonds and is able to bear such risks.

_____

Mayor

Appendix A

Annual Comprehensive Financial Report for the Fiscal Year Ended December 31, 2025

The financial report of the City contained in this **APPENDIX A** (the "2025 Audit") was approved by formal action of the Mayor and members of the City Council. The City has not requested that its auditor update information contained in the 2025 Audit; nor has the City requested that its auditor consent to the use of the 2025 Audit in this Term Sheet. The financial information contained in the 2025 Audit has not been updated since the date of the 2025 Audit. The inclusion of the 2025 Audit in this Term Sheet in and of itself is not intended to demonstrate the fiscal condition of the City since the date of the 2025 Audit. Questions or inquiries relating to financial information of the City since the date of the 2025 Audit should be directed to Carol Barnes, Finance Director, 619 16th Street, Moline, Illinois.

Form of Investor Letter

City of Moline
619 16th Street
Moline, Illinois 61265

July 14, 2026

Mayor and Members of the City Council:

For the $1,720,000* Taxable General Obligation Bonds, Series 2026 (the "Bonds"), of the City of Moline, Rock Island County, Illinois (the "City"), as described in the annexed Preliminary Term Sheet, we will pay $_____ (no less than par) plus any accrued interest from the dated date of the Bonds to the date of delivery for the Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

MATURITIES* – DECEMBER 1

$150,000	2026	_____%	$100,000	2035	_____%
65,000	2027	_____%	100,000	2036	_____%
70,000	2028	_____%	110,000	2037	_____%
75,000	2029	_____%	115,000	2038	_____%
75,000	2030	_____%	120,000	2039	_____%
80,000	2031	_____%	125,000	2040	_____%
85,000	2032	_____%	130,000	2041	_____%
90,000	2033	_____%	135,000	2042	_____%
95,000	2034	_____%			

By submitting a bid, any bidder makes the representation that it understands Katten Muchin Rosenman LLP , Chicago, Illinois ("Bond Counsel") represents the City in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the City in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The Bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Bond Counsel. The purchaser, should it so choose, agrees to **apply for CUSIP numbers within 24 hours** and pay the fee charged by the CUSIP Service Bureau and will accept the Bonds with the CUSIP numbers as entered on the Bonds.

ACCOUNT MANAGER INFORMATION

Firm Name:			
Name/Title of Firm Representative:		Direct Phone:	
Signature:		FAX #:	
Street Address:		State:	
City:		Zip Code:	
Email:			

The foregoing bid was accepted and the Bonds sold by ordinance of the Mayor and City Counsil of the City on July 14, 2026.

CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

_____
Mayor

---------- NOT PART OF THE BID ----------
(Calculation of net interest cost)

	Bid	Post Sale Revision
Gross Interest	$	
Less Premium/Plus Discount	$	
Net Interest Cost	$	
Net Interest Rate	%	%
TOTAL BOND YEAR DOLLARS	15,522.89	
AVERAGE LIFE	9.025 Years	

**Subject to change.*

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328.

SUGGESTED ACTION: Approval

ATTACHMENTS:
PW RES1 Rasso-Schmitt-New Central Fire Station CMAR-EXP.pdf
PW RES1 Rasso-Schmitt-New Central Fire Station CMAR-CB xg.pdf
PW RES1 Rasso-Schmitt -New Central Fire Station CMAR-ATT1 (RFQ).pdf
PW RES1 Rasso-Schmitt-New Central Fire Station CMAR-ATT2 (Submission).pdf
PW RES1 Rasso-Schmitt-New Central Fire Station CMAR-ATT3 (Fees).pdf
PW RES1 Rasso-Schmitt-New Central Fire Station CMAR-ATT4 (Contract).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328.

Explanation: In January 2026, City staff publicly advertised a Request for Qualifications (RFQ) for firms interested in providing Construction Manager at Risk (CMAR) services for this project. The selected CMAR will play a critical role in the development of the new Central Fire Station by providing pre-construction services, conceptual cost estimating, and construction management services throughout the project. The CMAR will work closely with City staff and the City's design consultant, FGMA, to ensure project costs are accurately identified, monitored, and controlled throughout the design and construction process.

Upon conclusion of the solicitation process, the City received seven Statements of Qualifications. Following a comprehensive evaluation of the submissions, staff determined that Bush Construction Company, Inc., was the most qualified firm to provide these services. Bush Construction Company, Inc., has extensive experience delivering high-quality construction management services on a variety of public projects, including the construction of fire stations and other facilities.

A key component of the agreement will be the establishment of a Guaranteed Maximum Price (GMP) for the project. Under this delivery method, Bush Construction will provide a not-to-exceed project cost, offering the City greater cost certainty as it evaluates financing options, including the issuance of bonds. The agreement also includes provisions to revisit and finalize the GMP as the design advances and additional project details become available.

Staff Recommendation: Approval
Fiscal Impact: $909,328, budgeted in 550-0790-480.08-98, Capital Improvements

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328.

WHEREAS, requests for qualifications were solicited and received on February 11, 2026; and

WHEREAS, Bush Construction Company, Inc., submitted the most qualified and responsive proposal for New Central Fire Station Construction Manager at Risk services for the amount of $909,328; and

WHEREAS, in 2025, the City acquired the properties located at 1410, 1504, and 1508 7th Street for the purpose of constructing a new Central Fire Station; and

WHEREAS, FY2026 budget funds have been allocated for this project in Account No. 550-0790-480.08-98, Capital Improvements.

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

That the Mayor and City Clerk are hereby authorized to execute and attest an Independent Contractor Agreement with Bush Construction Company, Inc., for New Central Fire Station Construction Manager at Risk services, for the amount of $909,328; provided, however, that said Agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto.

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

City of Moline New Central Fire Station
Request for Statements of Qualifications-Construction Manager at Risk (CMAR)

PURPOSE

The City of Moline is seeking Statement of Qualifications for Construction Manager at Risk (CMAR) services from qualified firms to provide pre-construction services, conceptual cost estimating, and construction management of the new City of Moline Central Fire Station. The City invites qualified firms to submit proposals outlining their qualifications as described in this document.

OVERVIEW

The new fire station will be constructed at the following addresses on 7th Street: 1401, 1504, and 1508. In 2025, the City acquired these properties which will be demolished in the early part of 2026. The new central fire station is anticipated to include four apparatus bays, training tower, living quarters, and management/administrative offices. This location will also house the Emergency Operations Center for the City.

The Fire Department is currently working with FGM Architects Inc. for design services. The design is in the conceptual phase. The intention is to have site plans, landscape ideas, floor plans, and finalized renderings available by the end of January 2026. Initial concept renderings are included on Ionwave for review.

SCOPE OF SERVICES

The selected firm will be responsible for completing the tasks according to a timeline that will be negotiated with the City. Specific tasks will be defined and outlined in the final contract.

The scope of services includes, but is not limited to, the following two components:

1. Planning. The CMAR will support City staff along with FGM Architects Inc. through the preparation of detailed cost estimates and options for construction. This will include re-occurring meetings with the City's project team and FGM Architects, Inc. and presentations for the City Council.
2. Project Implementation. The CMAR will support the City and FGM Architects Inc. through the continued preparation of costs estimates throughout schematic design, design development, and construction phases. The CMAR will attend and participate in design meetings, assess and recommend site logistics, inform phasing and the sequence of the work, create a construction schedule with critical path analysis, evaluate alternative construction methods and recommend considerations for value engineering, with consideration of estimated costs and/or alternative costs. The CMAR will also administer and manage all aspects of bidding on behalf of the City, including procuring bids from contractors. All of these considerations will keep the goal in mind of reconciling the project cost with the project budget.

Guaranteed Maximum Price

After completion of the above, the CMAR will prepare for the City's review and acceptance, a Guaranteed Maximum Price (GMP) proposal, including contingency, which shall be the comprehensive sum of all estimated costs of

work along with a proposal for specified general conditions and CMAR fee. If any portion of the work will be self-performed, the CMAR shall indicate the percentage of the GMP that will be performed within its own work force. At this point, the City may accept or reject the GMP proposal or elect to further negotiate the scope of work, GMP amount and/or certain terms and conditions with the CMAR. If the City accepts the proposal, the contract will be amended to include the GMP and the CMAR will proceed to perform typical general contracting functions outlined in the contract. If the proposed GMP exceeds the Project Budget, or there is not an agreement on the GMP, the City may terminate the CMAR's agreement at the pre-construction phase and seek alternative bids for the completion of the project.

Competitive Bidding

It is the City's intention for the selected CMAR to hold all the subcontracts for the project. The CMAR will award the contracts to those vendors determined to be the lowest responsible and responsive bidder for each work category. The CMAR shall seek to develop subcontractor interest in the project, conduct pre-bid meetings, advise the City about bidding, evaluate submissions, and enter into subcontracts for the execution of the work. The CMAR is allowed to competitively bid on the work and if selected, the CMAR's agreement will be amended, while also holding all other trade or work contracts.

Open Book Implementation

The City, Design Consultant, and the CMAR will all have the opportunity to review bids for work associated with this project. The City shall have access to all books, records, documents, and other data in the CMAR's possession related to this project.

Construction Phase

The CMAR shall be responsible for all construction management services, including subcontractor coordination, job safety, project schedule, inspection, preparation of related reports, and conducting regular project meetings. The CMAR shall also be responsible for project accounting, recordkeeping, and issuing subcontract payment based on receipt of appropriate waivers of lien, certified payroll, and other documentation.

Compensation

Lump sum fee shall be provided to the CMAR for pre-construction work completed.

Compensation for construction services will be included in the GMP. The GMP proposal shall include:

- Personnel costs
- Permit and inspection fees
- Insurance, bonds, taxes
- All costs of construction and subcontractor work
- All general conditions
- Costs related to materials, supplies, etc.
- All CMAR fees and applicable third-party professional fees

STATEMENT OF QUALIFICATIONS

The Statement of Qualifications (SOQ) should focus on the firm's experience with similar projects and their ability to ensure effective and efficient project delivery of the City of Moline's Central Fire Station project.

The City expects the following from the chosen firm. The final scope will be refined once a firm is selected:

1. Firm Background - Provide number of years in business under present name, and provide the name and address of each office and location including the office location where the majority of the work will actually be performed. Also discuss in detail any subconsultants that might be assisting you during this project. List their information as well.
2. Successful completion of 2-4 similar projects of comparable size and scope, with special consideration given to work completed on public safety buildings, with an emphasis on Fire. Information on these projects, including examples of recommendations and references from project owners, must be included in the SOQ.
3. The firm's staff experience must be included in the SOQ. The following information, for example, but not by way of limitation, should be provided: staff with experience and training in preconstruction services, procurement management, construction management services, and project closeout services.
4. Discuss your firm's familiarity with the local labor market and capability to develop viable pricing alternatives working with subcontractors and suppliers owned and operated within the City of Moline and State of Illinois.
5. Customer Experience - Describe the firm's philosophy on customer/client experience.
    a. Describe the firm's on-site availability to the City in terms of communication, meetings, and fieldwork.
    b. Describe any proximity issues and how you will ensure that there are no disruptions to response times for critical matters pertaining to this project.
6. A proposed scope of services and an anticipated schedule showing the estimated time frame for the completion of required services.
7. The chosen firm will be responsible for coordinating with City staff, and other necessary entities.
8. The chosen firm shall provide final deliverables to the City of Moline in an agreed-upon format by the project deadline. The deliverables shall include all items outlined in the scope of services.

The firm's cost/payment information should not be included in the SOQ at this time.

SELECTION CRITERIA

The City of Moline reserves the right to accept or reject any or all submissions. All submissions become the property of the City of Moline.

Respondents will be evaluated based on the written material submitted and, if necessary, oral interviews. Evaluations will follow the selection criteria outlined below and will be ranked according to the total number of points:

1. Project and Team Experience [40 points]
2. Project Understanding and Approach [25 points]
3. Project Schedule [25 points]
4. References from other clients attesting to the firm's qualifications [10 points]

As a result of the evaluation process, the City of Moline will identify a firm or firms that will be invited to submit pricing proposals containing their proposed preconstruction stage compensation, construction stage personnel costs, itemized construction stage general conditions and costs, construction stage contingency percentage, and construction stage fee percentage. At this point the firm(s) will receive the City's standard contract agreement, most recent design documents, and proposed project schedule. During this time, firm(s) can submit questions to the City. This will occur before proposals are due. The City may also decide to conduct interviews with firm(s).

Once the proposals are submitted for review, the city will start negotiations with the most qualified and responsive firm. If negotiations with the highest-ranked firm are unsuccessful, the City will proceed with discussions with the

next highest-ranked firm. During this process, the City plans to refine the project scope, set specifications, and negotiate contract details. Progress payments will be considered as part of the contract. Please note that all costs associated with proposal preparation, including travel expenses, are the responsibility of the submitting firm.

COMPLIANCE WITH LAWS

The selected firm agrees to be bound by all applicable Federal, State and Local laws, regulations and directives as they pertain to the performance of the contract. The City of Moline is an Equal Opportunity Employer and does not discriminate against any persons on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, reproductive health decisions, or unfavorable discharge from military service, as defined in the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq*., and Federal law.

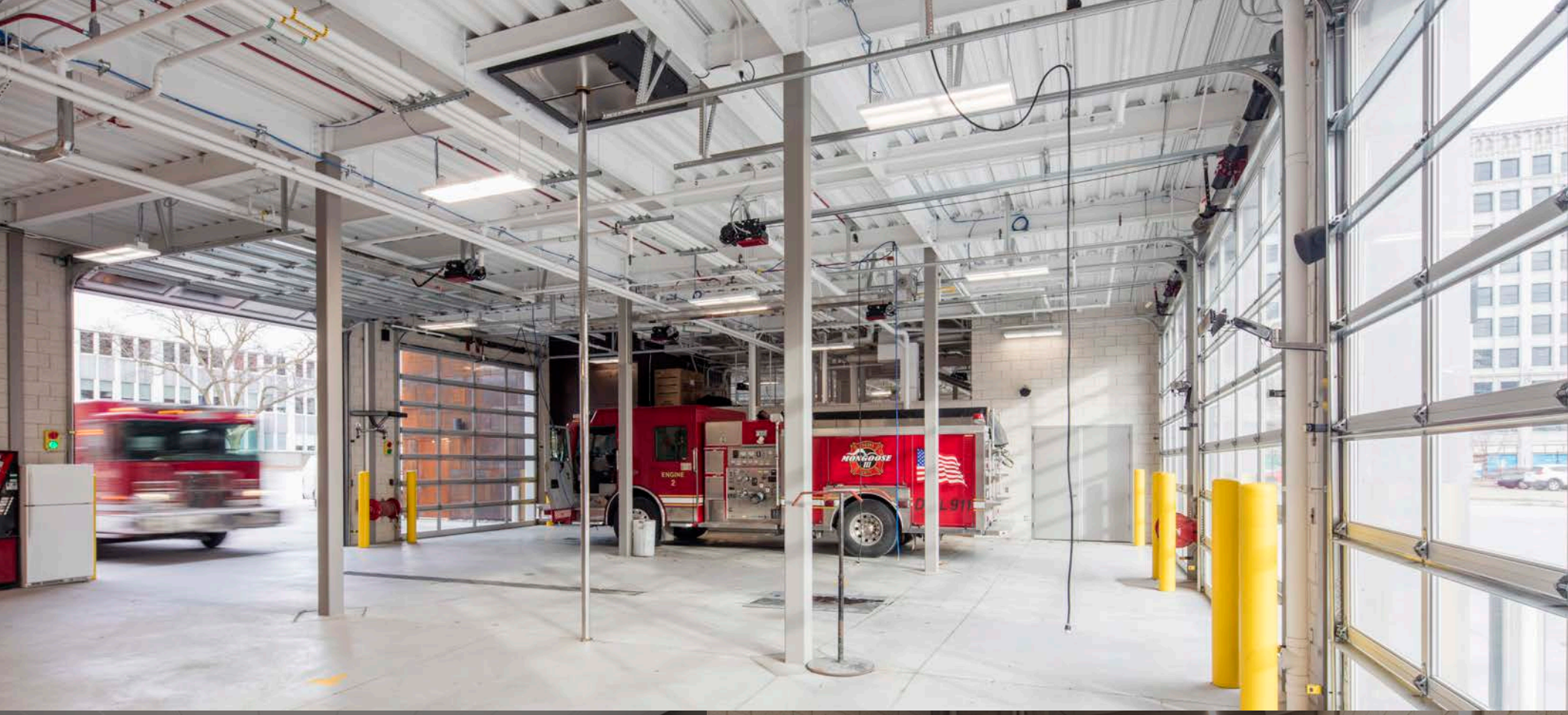
QUESTIONS

Questions concerning this SOQ should be addressed to Denver Schmitt, Director of Public Works, dschmitt@moline.il.us.

SUBMISSIONS

The SOQ shall be a document (font minimum size of 14, 1" margins) of not more than 20 (twenty) pages (this does not include resumes and references). Dividers and cover letter do not count as pages. Proposals with excess pages may not be considered.

Submissions shall be uploaded to the City's IONWAVE portal only; no hard copies will be accepted. Proposals are due by Friday, February 6th, 2026 at 5PM CST.





BUSH CONSTRUCTION
Michael Johnson
President
mjohnson2@bushconstruct.com

5401 Victoria Avenue
Davenport, IA 52807
P. (563) 344-3791
F. (563) 344-3792



CONSTRUCTION MANAGEMENT SERVICES:

CITY OF MOLINE

New Central Fire Station

February 11, 2026

BUSH CONSTRUCTION 326

TABLE OF CONTENTS

Firm Background..... Section 1

Similar Projects..... Section 2

Staff Experience..... Section 3

Local Labor Market..... Section 4

Customer Experience..... Section 5

Scope of Services ..... Section 6





FIRM BACKGROUND

01



HISTORY + MISSION

Bush Construction is proud to be part of the McCarthy-Bush Corporation family of companies. McCarthy-Bush Corporation, a Bush family-owned business, has a storied history spanning well over 100 years. Patrick F. McCarthy started the McCarthy Improvement Company in 1897.

Bush Construction has followed in the footsteps of Patrick F. McCarthy by building landmark projects that will stand the next 100 years. The success of these projects all starts with the integrity of our people.

We are grounded in our commitment to the principles of honesty, integrity, and mutual respect. We are true to our word and fair to our clients, our subcontractor and supplier partners, and our employees.
Because of our excellent relationships within our local subcontractor and supplier market, we are consistently able to offer pricing that is more competitive than that of our local general contractor peers.

We strive to set the standard in company culture by hiring talented, committed individuals who adhere to the same principles upon which our firm was founded. At Bush Construction, we impose the highest ethical standards upon ourselves.

"Building on a foundation of Integrity" is not just our tagline; it is our way of life.

ABOUT US

CONTACT INFORMATION
Bush Construction Company
Mike Bush, CEO
Michael Johnson, President
mjohnson2@bushconstruct.com
www.bushconstruct.com
5401 Victoria Avenue
Davenport, Iowa 52807
P. (563) 344-3791

AFFILIATION
McCarthy-Bush Corporation
Affiliate Originated in 1897
Bush Construction was founded as a corporation in 2008

EMPLOYEES
50

ANNUAL REVENUE
$70 million

SAFETY RECORD
Zero lost time incidents since the company's inception. Bush's safety ratings have continued to surpass industry averages.

COMPANY DESCRIPTION
Bush Construction is a commercial construction company offering construction management, design-build, general contracting, pre-construction, development and design services to our clients.



SIMILAR PROJECTS

02

CITY OF DAVENPORT | CENTRAL FIRE STATION











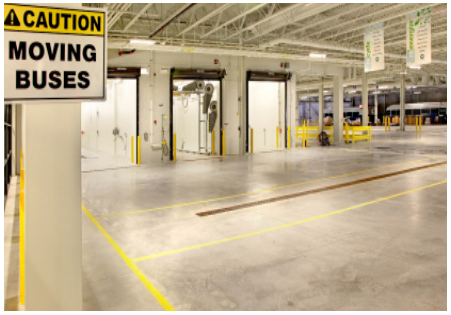
Location: Davenport, IA
Size: 30,000 SF
Project Value: $15,200,000
Project Duration: 18 months
Delivery Method: Construction Manager

Project Description:
The Central Fire Station was originally built in 1902. The main building is listed on the National Register of Historic Places. This fire station is the oldest operating fire station west of the Mississippi River. Over the course of its life the Central Fire Station has had two additions, 1940 and 1951, and several renovations. Because of its age, space and access problems, the City of Davenport hired Bush Construction as Construction manager to demolish the 1940s - 1950s additions, to build a 20,000 SF innovative and modern addition, as well as to renovate the 10,000 SF original historical section of this facility in accordance to historical regulations.

METROLINK TRANSIT MAINTENANCE FACILITY











Location: Rock Island, IL
Size: 150,000 SF
Project Value: $21,500,000
Project Duration: 18 months
Delivery Method: General Contractor

Project Description:
This 150,000 SF, 18-month long project was designed to replace the existing maintenance facility, which the Owner found to be outdated and inefficient. This facility houses MetroLINK's bus maintenance and administrative operations.

The Maintenance Facility also featured some unique systems such as Diesel & CNG Fueling and Management Systems, paint booths, vehicle lifts, cranes & hoists, a Bus Wash System, Vehicle Lubrication Systems, and a Methane Gas Detection System.

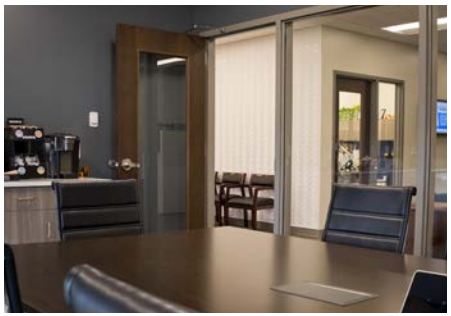
Due to the Owner's desire for sustainable construction and the unique function of the completed building, there were many challenging components associated with this project. With the help of our highly regarded team of subcontractors and suppliers, who are recognized leaders in their respective fields, Bush Construction rose to the challenge.

IOWA AMERICAN WATER











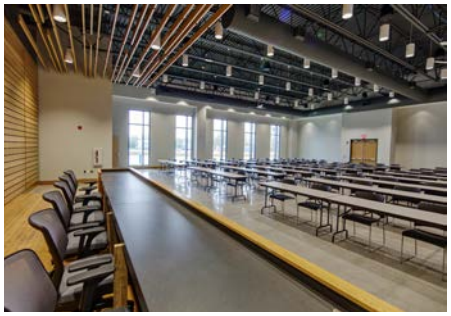
Location: Davenport, IA
Size: 41,400 SF
Project Value: $13,100,000
Project Duration: 18 months
Delivery Method: Design-Build

Project Description:
The design-build team at Bush Construction developed a solution that fit Iowa American Water's expansions needs: DOUBLE IT. The new warehouse is 41,000 total square feet, whereas the old building was only 19,400.

Nestled on 30 acres, this newly constructed operations facility features designated spaces for both office and warehouse material handling. Management, administrative staff, and service staff can now work together under one roof in multi-functional spaces. The modern facility also includes a multi-use training room, expanded parking, and a convenient wash bay within the truck bay area. The design has been carefully thought out by our design experts, with the intent of advancing current operations and supporting future growth on this property.

MID-AMERICA CARPENTER'S REGIONAL COUNCIL QUAD CITIES CAMPUS











Location: East Moline, IL
Size: 83,500 SF
Project Value: $18,000,000
Project Duration: 21 months
Delivery Method: General Contractor

Project Description:
The new two-facility complex in East Moline, IL consists of a state-of-the-art training center and a new union hall office building.

The 65,000-square-foot training center will serve its 2,000 union members and apprentices in the Quad Cities and the State of Illinois. The training building features functional classrooms and shop areas which were designed with a special attention to detail between the carpenters and millwright training areas. The carpentry space features beautiful wood finishes and textures, while the millwright side has more of an industrial machinery feel.

The two-story administrative facility includes offices, conference rooms, a cafeteria, and a 250-seat meeting room which will be used for union and public events.

BUSH CONSTRUCTION

STAFF EXPERIENCE

03

CITY OF MOLINE ILLINOIS

fgma

BUSH CONSTRUCTION



Michael Johnson
President



Ryan Welborn
Vice President of Construction



Ryan Dean
Senior Preconstruction Manager



Mike Goben
Project Manager



Nick Hecker
Senior uperintendent

PROJECT TEAM ROLES

SUPERVISION STRATEGY – PROVIDING THE EXPERTISE TO GUIDE YOU TO SUCCESS



RYAN WELBORN **VICE PRESIDENT OF CONSTRUCTION**

As the overseer of the construction team, Ryan will be your main elevation point of contact during the construction phase of your project. He will manage the team that ensures your project is a success. Ryan provides invaluable oversight, leadership, direction, quality and coordination of the entire team. If you have any questions or concerns during construction, you can call Ryan and he will quickly act to bring solutions to any issue.



RYAN DEAN **SENIOR PRECONSTRUCTION MANAGER**

With Ryan's oversight, Bush's conceptual budgets are consistently accurate and reflect the current construction market conditions. With Ryan's strong subcontractor relationships, you can be assured that you will be getting the maximum value for every dollar you spend on your project. Ryan will be overseeing the entire preconstruction phase of your project from collaborating with the architect as design progresses, to creating thorough bid packages, meeting with selected trade partners, and issuing contracts.



MIKE GOBEN **PROJECT MANAGER**

Mike will be your main point of contact during the construction phase of your project. He will produces all written and verbal correspondence, oversee the RFI process, manage the submittal process, conduct jobsite progress meetings, manage contracts and keep an eye on the budget, as well as ensuring your closeout process leaves you confident in managing your renovated facility.



NICK HECKER **SENIOR PROJECT SUPERINTENDENT**

Nick has 38 years of experience running construction projects in the field giving him the ability to pull from innumerable scenarios that apply to your project. He will run the day-to-day operations, manage the construction schedule, ensure quality control, coordinate all subcontractors while being present on-site each day. He will also communicate with you on any upcoming construction event that may impact your project or your members from site mobilization to project closeout and warranty.

RYAN WELBORN
Vice President of Construction



Select Project Experience

Rock Island-Milan Schools #41
High School Addition + Renovations
Construction Manager
30,000 SF
$9,800,000

Rock Island-Milan Schools #41
Junior High Addition + Renovations
Construction Manager
30,000 SF
$3,000,000

Rock Island-Milan Schools #41
District Administative Office
Construction Manager
35,000 SF
$8,000,000

Pleasant Valley High School
Bettendorf, IA
Addition + Renovation
Construction Manager
88,000 SF
$20,000,000

St. Vincent's Center Sports Complex
Assumption High School
Davenport, IA
New Construction
Construction Manager
13 Acres
$5,700,000

Smart Luxury Motors Dealership
Davenport, IA
New Construction
General Contractor
42,500 SF
$9,700,000

Salisbury University
Salisbury, MD
Addition/Renovation
$54,000,000

Davenport Fire Department
Central Fire Station
Davenport, IA
Addition/Historical Renovation
Construction Manager
30,000 SF
$15,000,000

LyondellBasell
Administration Center
Clinton, IA
New Construction
95,000 SF
$30,000,000

Refuge Church
Rock Island, IL
New Construction
Construction Manager
10,000 SF
$1,600,000

Bettendorf Christian Church
Bettendorf, IA
Renovation
Construction Manager
$5,100,000

Data Center (Phase 1&2)
Boydton, VA
New Construction
Design Build
330,000 SF
$173,000,000



Education

Illinois State University
Bachelor of Science
Construction Management

Experience

19 years

Ryan Welborn has spent over 19 years as a Project Manager, gaining knowledge and experience with every project. As the leader of our construction department, Ryan mentors and oversees our project managers and project engineers and walks alongside them as they problem-solve the unique issues that arise on projects. From the office to the field, he knows how to get the job done.

Ryan's strength is maintaining a high level of teamwork, excellence and performance with an intense focus on providing quality service to every client.

Affiliations and Memberships

USGBC-LEED Accredited Professional

Quad Cities Chamber of Commerce

BUSH CONSTRUCTION

RYAN DEAN

Senior Preconstruction Manager



Select Project Experience

Marion Public Library
Marion, IA
New Construction
General Contractor
50,000 SF
$14,700,000

Assumption High School
Wrestling Facility
Davenport, IA
New Construction
Construction Manager
$2,000,000

Green Chevrolet Dealership
Facade + Car Wash + Interior Revovation
East Moline, IL
Renovation
Design-Build
22,889 SF
$3,800,000

Pleasant Valley CSD
Junior High
LeClaire, IA
Addition + Renovation
General Contractor
21,500 SF
$7,500,000

Augustana College
Bergendoff Hall - Phase 1
Rock Island, IL
Renovation
General Contractor
7,300 SF
$2,000,000

Oertel Sheet Metal
Rock Island, IL
Renovation
Design-Build
35,000 SF
$1,470,000

Carnegie Library
Will Hall-Perryton Law
Aledo, IL
Renovation
Design-Build
12,000 SF
$2,700,000

Hilton Garden Inn
Bettendorf, IA
New Construction
Construction Manager
79,000 SF
$9,000,000

St. Ambrose University
Ambrose Hall Exterior Renovation
Davenport, IA
Exterior Historical Renovation
Construction Manager
$5,400,000

Iowa Masonic Health Facilities
Bettendorf, IA
Interior Renovation
General Contractor
12,500 SF
$850,000

Animal Family Veterinary Care Center
Davenport, IA
Addition + Renovation
Design-Build
9,300 SF
$435,000

CVM - Cardiovascular Medicine
Moline, IL/Davenport, IA
Renovation
Construction Manager
4,000 SF
$500,000



Education

Western Illinois University
Bachelor of Science
Construction Management

Experience

10 years

Affiliations and Memberships

Quad Cities Chamber of Commerce

USGBC-LEED Accredited Professional

With more than ten years of commercial construction experience under his belt, Ryan Dean is prepared to handle any project with skill and determination. His knowledge of the construction process is extensive, and he understands how to make a project run smoothly and how to solve problems before they happen.

Ryan strives to create a highly collaborative environment, encouraging ongoing communication between team members. This teamwork approach could encompass the design professionals, subcontractors, suppliers and manufacturers selected for our projects. He places a priority on adhering to the highest ethical standards possible.

MIKE GOBEN
Project Manager



Education

US Navy
Builder Apprentice School
US Navy Seabees

Experience

37 years

Mike will be your main point of contact during the construction phase of your project. He has spent 37 years as a project manager, gaining experience and acquiring the knowledge needed to deliver solutions and lead every project to its successful completion in the most cost-effective manner.

Mike's strength is maintaining a high level of teamwork, excellence and performance with an intense focus on providing quality service to every client.

Select Project Experience

TBK Sports Center
Bettendorf, IA
New Construction
275,000 SF
$65,000,000

Cambria Hotel
Bettendorf, IA
New Construction
120-Room, 4-story
$11,000,000

TBK Bank Building
Bettendorf, IA
New Construction
59,000 SF, 4-story
$11,000,000

Iowa American Water
Davenport, IA
New Construction
Design-Build
41,400 SF
$13,200,000

40 Marietta Building
Atlanta, GA
Historic Renovation
Design-Build
125,000 SF
$35,000,000

RAD Warren Two Towers GMAHARIC
East Moline, IL
Renovation
Construction Manager
50,000 SF
$22,600,000

UIHC Support Services Building
Coralville, IA
New Construction
217,000 SF
$35,000,000

UIHC North Dodge Clinic
Iowa City, IA
New Construction
60,000 SF
$16,000,000

Tri-City Electric Headquarters
Davenport, IA
New Construction
48,000 SF
$2,800,000

Con-Trol Warehouse Facility
East Moline, IL
New Construction
100,000 SF
$10,000,000

Greenwood Pointe
Moline, IL
New Construction
28,000 SF
$3,000,000

Tennant Trucking
Colona, IL
New Construction
17,500 SF
$2,500,000

Huiskamp Collins Investments
Davenport, IA
New Construction
Design-Build
5,000 SF
$2,400,000



NICK HECKER

Senior Project Superintendent



Select Project Experience

YWCA, Quad Cities
Rock Island, IL
New Construction
Construction Manager
65,000 SF
$20,400,000

Muscatine Community School District
Muscatine High School Science Addition
Muscatine, IA
Addition + Renovation
General Contractor
35,000SF
$7,535,000

Marion Public Library
New Construction
Marion, IA
Construction Manager
59,000 SF
$14,700,000

North Scott Community School District
North Scott High School
Eldridge, IA
Addition & Renovation
General Contractor
36,000 SF
$4,290,000

Davenport Community School District
Truman Elementary School
Davenport, IA
Renovation
Construction Manager
65,000 SF
$6,600,000

Davenport Community School District
Children's Village West
Davenport, IA
Addition & Renovation
General Contractor
42,200 SF
$4,280,000

Augustana College
Westerlin Residence Hall
Rock Island, IL
Renovation
Construction Manager
133,600 SF
$13,000,000

Moline-Coal Valley School District
- Moline High School
- Lincoln-Irving
- Roosevelt
- Willard
- Logan

Mississippi Valley Surgery Center
Davenport, IA
Addition, Renovation, Fit-outs
$13,000,000

Jackson Square Lofts
Rock Island, IL
Historic Restoration
General Contractor
50,000 SF
$6,200,000



Education

UBC Infection Control Risk Assessment (ICRA) Best Practices in Health-Care Construction

ICRA Best Practices in Health-Care Construction Qualification Refresher

Program 10-Hour OSHA Training

Program 30-Hour OSHA Training

Army Corps of Engineers Construction Quality Management Course

MBI Scaffold Builder

Lead-Safe Renovator

Iowa SWPPP Certification

CPR/First Aid

Experience

38 years

Affiliations and Memberships

Carpenters Local Union No. 166

Nick Hecker's skills and experience make him an important asset to the Bush Construction team. He has the wide-range knowledge needed to successfully supervise his projects from beginning to end.

Nick manages the day-to-day flow of construction activities including maintaining a safe work site, monitoring subcontractors' work, coordinating with the owner's contractors and vendors, coordinating with the architect, mitigating change orders, performing quality control inspections and staying on top of the budget and schedule.

Nick's professional goal is to deliver every project on-time and under-budget. He strives to leave each client with a feeling of satisfaction, knowing that their project was money well spent.

BUSH CONSTRUCTION

LOCAL LABOR MARKET

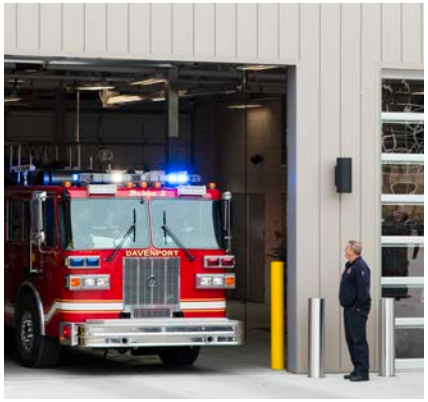
04

LOCAL LABOR MARKET

Since our founding in 2008, Bush has developed strong, long-standing relationships with subcontractors and suppliers throughout Moline, the Quad Cities, and western Illinois. Our consistent presence in this market has allowed us to partner with qualified, reliable firms that understand local building conditions, municipal processes, and workforce dynamics.

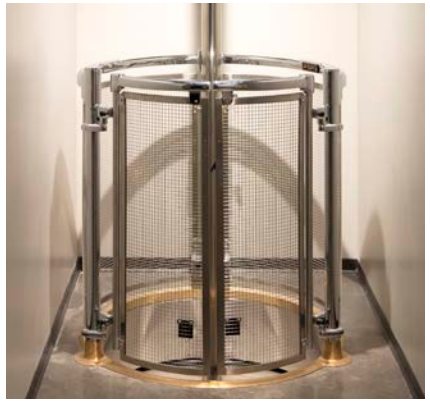
Leveraging these relationships, Bush engages local trade partners early in the preconstruction process. We regularly collaborate with key subcontractors throughout the design phase to obtain real-time feedback on constructability, sequencing, material availability, labor productivity, and cost implications. This collaborative approach enables us to develop practical pricing alternatives that support the project budget while maximizing local participation.

Bush utilizes a competitive, transparent bidding process designed to encourage local participation through pre-bid meetings, clearly defined bid packages, and proactive outreach to qualified trade partners. Our team evaluates bids for completeness, responsiveness, and would work closely with the City to recommend subcontractors that align with the project's goals, schedule, and budget.









CUSTOMER EXPERIENCE

05

CUSTOMER EXPERIENCE

Bush Construction's customer experience philosophy is built on availability, transparency, and accountability, particularly for public facilities that provide critical community services. Our role as CMAR is to function as an extension of the City's team, providing consistent on-site leadership, clear communication, and rapid issue resolution from preconstruction through closeout.

Our approach is informed by our experience delivering complex, mission-critical facilities such as the Davenport Central Fire Station, as well as highly visible community projects like the YWCA of the Quad Cities, where continuous operations, stakeholder coordination, and schedule discipline were essential to project success.

On-Site Availability, Communication, Meetings, and Fieldwork:
Bush Construction staffs projects with dedicated, experienced personnel who are present, accessible, and empowered to make decisions. For the City of Moline Central Fire Station, our approach includes:

- Dedicated on-site Superintendent present daily during construction to manage field activities, safety, quality control, and subcontractor coordination.
- Project Manager availability for routine coordination, City communication, and issue resolution, with regular site visits and participation in key meetings.
- Structured meeting cadence, including:
  - Regular progress meetings with City staff and FGM Architects
  - Focused preconstruction work sessions for estimating, constructability, phasing, and logistics
  - Special meetings as needed for critical path items, long-lead procurement, or City Council preparation
- Clear and consistent communication, with written meeting minutes, action logs, and schedule updates distributed promptly so the City always understands:
  - Current project status
  - Upcoming activities
  - Decisions required
  - Risks and mitigation strategies

Case Study – Central Fire Station, Davenport, Iowa:
On the Davenport Central Fire Station project, this hands-on approach allowed construction to proceed without any disruption to fire department operations, while maintaining trust and alignment with City leadership and fire department staff. That same expectation of daily accountability will be applied in Moline.

Proximity, Responsiveness, and Critical Issue Management:
Bush Construction maintains a strong local presence in the Quad Cities region, allowing our leadership and field staff to respond quickly to critical matters without reliance on remote or rotating personnel. To ensure there are no disruptions to response times for critical issues, we commit to:

- Local project leadership with decision-makers located within close proximity to the project site.
- Immediate escalation protocols, ensuring that any issue impacting schedule, safety, cost, or fire department operations is addressed without delay.
- Proactive risk management, identifying potential issues early during preconstruction—such as site constraints, phasing impacts, or long-lead items—before they affect operations or response readiness.

CUSTOMER EXPERIENCE, CON'T

On both the Davenport Central Fire Station and YWCA projects, this approach resulted in timely decision-making, uninterrupted operations, and strong owner confidence, even when unforeseen conditions or design challenges arose. This proactive coordination contributed to the project finishing under budget, allowing the City to incorporate additional alternates without extending schedule or compromising performance.

For the City of Moline, our goal is simple and measurable. City staff should never wonder who to call, how quickly they will receive an answer, or whether an issue is being actively managed.

"Bush Construction has been fantastic. They are overseeing every facet of the project. Our site supervisor is wonderful and is on top of everything, sharing information with us. Bush is great about keeping us informed, keeping an eye on our budget and keeping everything on track. We found out very quickly that the construction-manager model that Bush utilizes was the way to go for this station." – City of Davenport Fire Department







SCOPE OF SERVICES

06

PRECON + CM SERVICES

CITY OF MOLINE | NEW CENTRAL FIRE STATION

Bush Construction's extensive experience in construction management, combined with our strong industry relationships, allows us to deliver cost-effective and high-quality construction solutions. Below is a brief summary of the services that we are looking forward to providing during your project.

During the preconstruction phase of a project, we will work with your team at the City and FGM Architects to provide scheduling, estimating and constructability services, review bids, and award contracts. During the construction portion of the project we will manage subcontractors and oversee construction from the start through closeout and into the warranty phase.

PROGRAMMING + PRELIMINARY DESIGN

During the Design Phase of this project, Bush Construction's Preconstruction Manager will:

- Work closely with architect, engineers and consultants during the development of the plans and specifications.
- Collaborate during design team meetings.
- Assist with an energy audit program (if applicable).
- Develop contractor scope of work/bid packages.
- Develop site logistics/site staging plans.
- Utilize Trend Estimate Log to analyze and track design changes against established budgets.

PRECONSTRUCTION PHASE

Our Preconstruction Manager will manage the following during the Preconstruction Phase of this project:

- Conduct programming meetings with owner and project team to review the desired functionality of the project.
- Discuss the desired project budget.
- Attend additional design meetings with owner and design team to develop design details and understand design expectations.
- Discuss project phasing and develop project timeline schedules.
- Conduct constructability reviews of design documents to ensure that budget, design, quality, and schedule goals are being maintained.
- Study value engineering opportunities to ensure the greatest value is incorporated into the project.
- Obtain competitive subcontractor and supplier pricing. Proposals will be solicited based upon completed design documents.
- Prepare and issue subcontracts and purchase orders.

CONSTRUCTION PHASE

During the Construction Phase of this project, Bush Construction's Project Manager and Superintendent will:

- Help coordinate the work performed and any materials supplied by the owner.
- Manage onsite activities to ensure overall project schedule, quality control, safety, and project budget are maintained.
- Conduct bi-weekly progress meetings with the owner and the project team to discuss the status of the construction budget, site progress, schedule, submittal status, RFI status, change management, and coordination items that require the entire team.
- Conduct weekly trade partner meetings where we cover similar items as the owner meetings, as well as a deeper dive into schedule expectations, manpower, materials, and site coordination.



PROPOSED SCHEDULE OVERVIEW

The proposed construction schedule for the Moline Central Fire Station is based on a rolling phasing strategy intended to optimize sequencing, limit trade congestion, and support efficient progress across the building footprint. Bush Construction anticipates the overall construction duration would be approximately 12-14 Months, the actual duration will depend on the final design and start date.

Construction will begin with completion of the Phase 1 lower-level footings and foundations. Immediately following Phase 1 foundation completion, crews will proceed directly into Phase 2 footings and foundations. This sequence allows structural steel erection for Phase 1 to overlap with concrete work for Phase 2, improving efficiency while maintaining clear separation between trades.

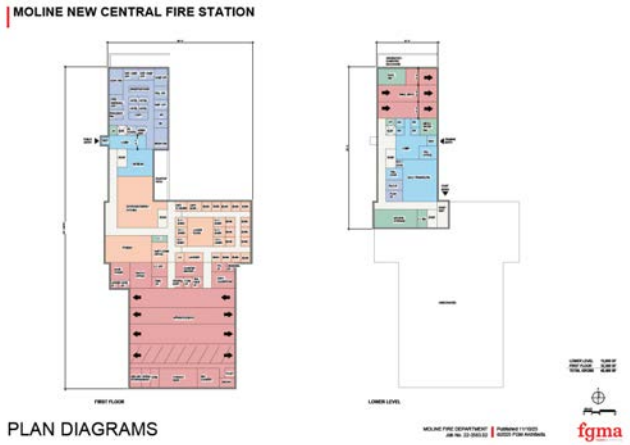
Once the building is watertight, interior construction sequencing will adjust. At that point, work will prioritize first floor Phase 1 areas, followed by lower level Phase 1 areas, and then Phase 2 spaces. Just like with the exterior scope this approach allows the interior build out tasks to overlap.

The attached schedule assumes a structural steel framing system with metal deck and a generally flat roof profile without extensive hips, valleys, or multi-level tie-ins.

The rolling phasing strategy supports safe construction, effective trade coordination, and predictable sequencing, resulting in a balanced and achievable construction schedule for the Moline Central Fire Station.



Overall Site Plan



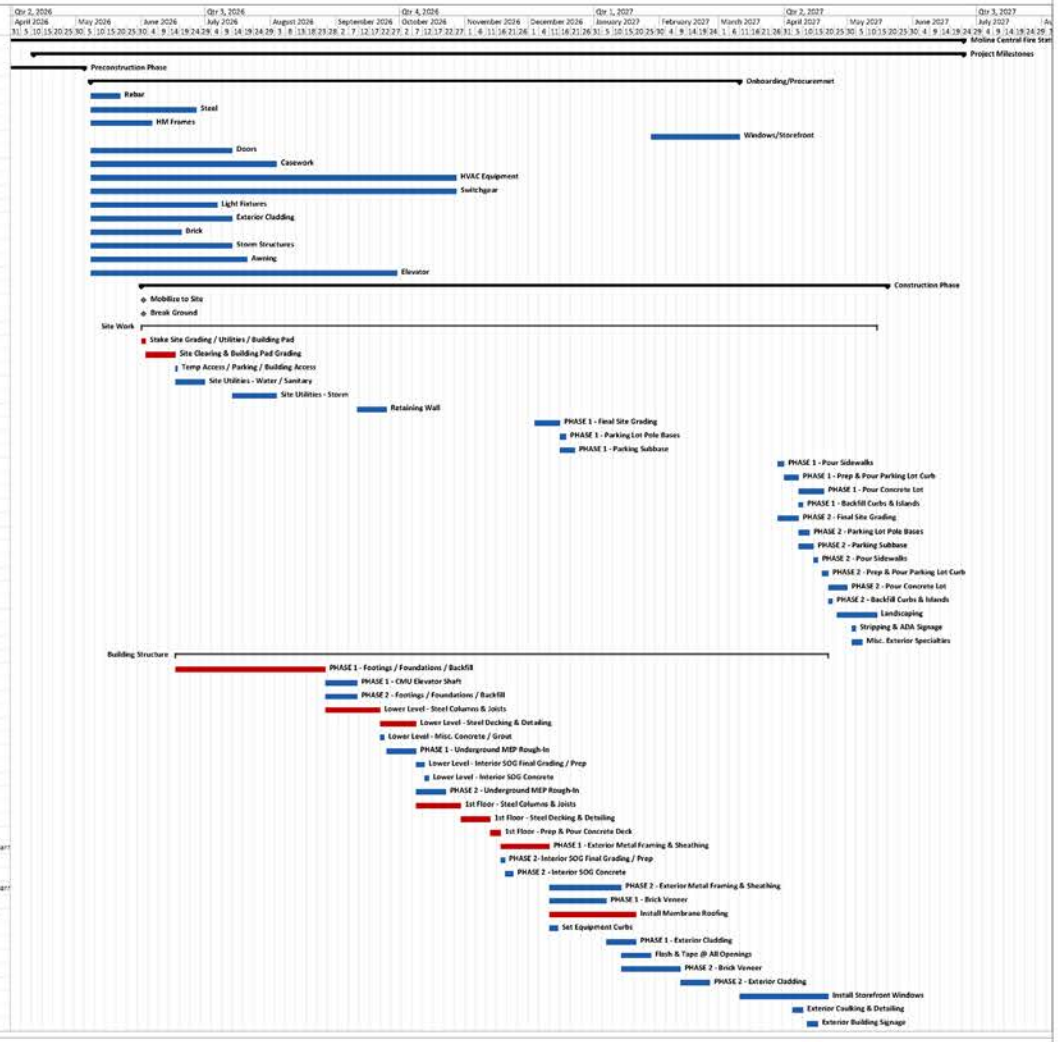
PLAN DIAGRAMS

PRELIMINARY SCHEDULE

Bush Construction
3401 Victoria Avenue
Davenport, IA 52807
563.344.3791

Moline Central Fire Station
Preliminary Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors	Notes
1	**Moline Central Fire Station**	**334 days**	**Mon 3/2/26**	**Thu 6/24/27**	**0%**		
2	**Project Milestones**	**304 days**	**Fri 4/10/26**	**Thu 6/24/27**	**0%**		
9	**Preconstruction Phase**	**46 days**	**Mon 3/2/26**	**Mon 5/4/26**	**0%**		
28	**Onboarding/Procuremnet**	**210 days**	**Fri 5/8/26**	**Wed 3/10/27**	**0%**		
29	Rebar	10 days	Fri 5/8/26	Thu 5/21/26	0%	225S+5 days	CRITICAL
30	Steel	35 days	Fri 5/8/26	Fri 6/26/26	0%	225S+5 days	CRITICAL 1 wk for review + 5-6 wk for fabrication
31	HM Frames	20 days	Fri 5/8/26	Fri 6/5/26	0%	225S+5 days	
32	Windows/Storefront	30 days	Thu 1/28/27	Wed 3/10/27	0%	92	4-5 weeks after field verification
33	Doors	45 days	Fri 5/8/26	Mon 7/13/26	0%	225S+5 days	
34	Casework	60 days	Fri 5/8/26	Mon 8/3/26	0%	225S+5 days	
35	HVAC Equipment	120 days	Fri 5/8/26	Tue 10/27/26	0%	225S+5 days	
36	Switchgear	120 days	Fri 5/8/26	Tue 10/27/26	0%	225S+5 days	
37	Light Fixtures	40 days	Fri 5/8/26	Mon 7/6/26	0%	225S+5 days	
38	Exterior Cladding	45 days	Fri 5/8/26	Mon 7/13/26	0%	225S+5 days	
39	Brick	30 days	Fri 5/8/26	Fri 6/19/26	0%	225S+5 days	
40	Storm Structures	45 days	Fri 5/8/26	Mon 7/13/26	0%	225S+5 days	
41	Awning	50 days	Fri 5/8/26	Mon 7/20/26	0%	225S+5 days	8-10 week lead time.
42	Elevator	100 days	Fri 5/8/26	Tue 9/29/26	0%	225S+5 days	
43	**Construction Phase**	**245 days**	**Mon 6/1/26**	**Wed 5/19/27**	**0%**		
44	Mobilize to Site	0 days	Mon 6/1/26	Mon 6/1/26	0%	27FS+19 days,28FS	Assuming 6/1/26 Start
45	Break Ground	0 days	Mon 6/1/26	Mon 6/1/26	0%	44	
46	**Site Work**	**242 days**	**Mon 6/1/26**	**Fri 5/14/27**	**0%**		
47	Stake Site Grading / Utilities / Building Pad	2 days	Mon 6/1/26	Tue 6/2/26	0%	44SS-1 day	
48	Site Clearing & Building Pad Grading	10 days	Wed 6/3/26	Tue 6/16/26	0%	47	
49	Temp Access / Parking / Building Access	1 day	Wed 6/17/26	Wed 6/17/26	0%	48	
50	Site Utilities - Water / Sanitary	10 days	Wed 6/17/26	Tue 6/30/26	0%	48	
51	Site Utilities - Storm	15 days	Tue 7/14/26	Mon 8/3/26	0%	48,40	
53	Retaining Wall	10 days	Fri 9/11/26	Thu 9/24/26	0%	73	Confirm Scope of Work
53	PHASE 1 - Final Site Grading	6 days	Fri 12/4/26	Tue 12/15/26	0%	51,52,64FS-5 days	
54	PHASE 1 - Parking Lot Pole Bases	3 days	Wed 12/16/26	Fri 12/18/26	0%	53	
55	PHASE 1 - Parking Subbase	5 days	Wed 12/16/26	Tue 12/22/26	0%	53	Make Suitable to Use over Winter
56	PHASE 1 - Pour Sidewalks	3 days	Mon 3/29/27	Wed 3/31/27	0%	55	Tied to Starting in Spring. Actual Start Date Dependant on Weather
57	PHASE 1 - Prep & Pour Parking Lot Curb	5 days	Thu 4/1/27	Wed 4/7/27	0%	56	Includes Touching Up Grade From Winter
58	PHASE 1 - Pour Concrete Lot	8 days	Thu 4/8/27	Mon 4/19/27	0%	57	Assuming Concrete for Durability
59	PHASE 1 - Backfill Curbs & Islands	2 days	Thu 4/8/27	Fri 4/9/27	0%	57	
60	PHASE 2 - Final Site Grading	8 days	Mon 3/29/27	Wed 4/7/27	0%	87	Tied to Starting in Spring. Actual Start Date Dependant on Weather
61	PHASE 2 - Parking Lot Pole Bases	3 days	Thu 4/8/27	Mon 4/12/27	0%	60	
62	PHASE 2 - Parking Subbase	5 days	Thu 4/8/27	Wed 4/14/27	0%	60	
63	PHASE 2 - Pour Sidewalks	2 days	Thu 4/15/27	Fri 4/16/27	0%	62	
64	PHASE 2 - Prep & Pour Parking Lot Curb	3 days	Mon 4/19/27	Wed 4/21/27	0%	63	
65	PHASE 2 - Pour Concrete Lot	7 days	Thu 4/22/27	Fri 4/30/27	0%	64	Assuming Concrete for Durability
66	PHASE 2 - Backfill Curbs & Islands	2 days	Thu 4/22/27	Fri 4/23/27	0%	64	
67	Landscaping	15 days	Mon 4/26/27	Fri 5/14/27	0%	59,66	
68	Stripping & ADA Signage	2 days	Mon 5/3/27	Tue 5/4/27	0%	67SS+5 days,59,66	
69	Misc. Exterior Specialties	5 days	Mon 5/3/27	Fri 5/7/27	0%	68SS	
70	**Building Structure**	**218 days**	**Wed 6/17/26**	**Wed 4/21/27**	**0%**		
71	PHASE 1 - Footings / Foundations / Backfill	50 days	Wed 6/17/26	Wed 8/26/26	0%	48,29	Start @ Elevator Footing. Includes Water Proofing
72	PHASE 1 - CMU Elevator Shaft	10 days	Thu 8/27/26	Thu 9/10/26	0%	71	
73	PHASE 2 - Footings / Foundations / Backfill	10 days	Thu 8/27/26	Thu 9/10/26	0%	71	
74	Lower Level - Steel Columns & Joists	17 days	Thu 8/27/26	Mon 9/21/26	0%	71,80	Start Tied to Material
75	Lower Level - Steel Decking & Detailing	13 days	Tue 9/22/26	Thu 10/8/26	0%	74	
76	Lower Level - Misc. Concrete / Grout	2 days	Tue 9/22/26	Wed 9/23/26	0%	74	
77	PHASE 1 - Underground MEP Rough-In	10 days	Fri 9/25/26	Thu 10/8/26	0%	75FF	
78	Lower Level - Interior SOG Final Grading / Prep	2 days	Fri 10/9/26	Mon 10/12/26	0%	77	
79	Lower Level - Interior SOG Concrete	2 days	Tue 10/13/26	Wed 10/14/26	0%	78	
80	PHASE 2 - Underground MEP Rough-In	10 days	Fri 10/9/26	Thu 10/22/26	0%	73,77	
81	1st Floor - Steel Columns & Joists	15 days	Fri 10/9/26	Thu 10/29/26	0%	75	Phases Combined
82	1st Floor - Steel Decking & Detailing	10 days	Fri 10/30/26	Thu 11/12/26	0%	81	Phases Combined. Includes Stairs
83	1st Floor - Prep & Pour Concrete Deck	3 days	Fri 11/13/26	Tue 11/17/26	0%	82	Includes Stairs
84	PHASE 1 - Exterior Metal Framing & Sheathing	15 days	Wed 11/18/26	Thu 12/10/26	0%	79,83	Includes Parapets. Assuming Sheithing Is Zip Wall (Built In Weather Barr
85	PHASE 2 - Interior SOG Final Grading / Prep	2 days	Wed 11/18/26	Thu 11/19/26	0%	83	
86	PHASE 2 - Interior SOG Concrete	2 days	Fri 11/20/26	Mon 11/23/26	0%	85	
87	PHASE 2 - Exterior Metal Framing & Sheathing	20 days	Fri 12/11/26	Wed 1/13/27	0%	86,84	Includes Parapets. Assuming Sheithing Is Zip Wall (Built In Weather Barr
88	PHASE 1 - Brick Veneer	15 days	Fri 12/11/26	Wed 1/6/27	0%	84	Temperature Sensitive
89	Install Membrane Roofing	25 days	Fri 12/11/26	Wed 1/20/27	0%	82,84	Temperature Sensitive. Must be about 20 degrees. Ideally above 40
90	Set Equipment Curbs	2 days	Fri 12/11/26	Mon 12/14/26	0%	89SS	
91	PHASE 1 - Exterior Cladding	10 days	Thu 1/7/27	Wed 1/20/27	0%	88,38	
92	Flash & Tape @ All Openings	10 days	Thu 1/14/27	Wed 1/27/27	0%	87	
93	PHASE 2 - Brick Veneer	20 days	Thu 1/14/27	Wed 2/10/27	0%	87	Temperature Sensitive
94	PHASE 2 - Exterior Cladding	10 days	Thu 2/11/27	Wed 2/24/27	0%	91,93	
95	Install Storefront Windows	30 days	Thu 3/11/27	Wed 4/21/27	0%	32,92,88	
96	Exterior Caulking & Detailing	5 days	Mon 4/5/27	Fri 4/9/27	0%	94	Phases Combined
97	Exterior Building Signage	5 days	Mon 4/12/27	Fri 4/16/27	0%	96	Phases Combined



Start Date: Thu 2/5/26
Projected Start Date: Mon 3/2/26
Projected Completion Date: Thu 6/24/27

Overall Project Schedule

PRELIMINARY SCHEDULE

Bush Construction
3401 Victoria Avenue
Davenport, IA 52807
563.344.3791

Moline Central Fire Station
Preliminary Schedule

ID	Task Name	Duration	Start	Finish	% Complete	Predecessors	Notes
98	**Interior Systems PHASE 1**	**107 days**	**Fri 12/11/26**	**Fri 5/14/27**	**0%**		
99	**Upper Level**	**80 days**	**Fri 12/11/26**	**Wed 4/21/27**	**0%**		
100	Interior Metal Stud Framing / Backing	10 days	Fri 12/11/26	Mon 12/28/26	0%	84,79,83	
101	Install Interior HM Door Frames	3 days	Tue 12/22/26	Mon 12/28/26	0%	100FF,31	
102	MEP Rough-Ins	15 days	Tue 12/29/26	Wed 1/20/27	0%	100FS-5 days,89FS Tied to Roof	
103	Open Wall Inspection	0 days	Wed 1/20/27	Wed 1/20/27	0%	102	
104	Insulation & Drywall	10 days	Thu 1/21/27	Wed 2/3/27	0%	103	Hold off @ Windows. Coordinate with Storefront
105	Tape & Finish	10 days	Thu 2/4/27	Wed 2/17/27	0%	104	Will need temp heat
106	Prime / Paint - 1st Coat	10 days	Thu 2/18/27	Wed 3/3/27	0%	105	
107	CT - Bathroom Wall Tile	5 days	Thu 3/4/27	Wed 3/10/27	0%	106	
108	ACT Ceilings	8 days	Mon 3/1/27	Wed 3/10/27	0%	106FS-3 days	
109	Casework	5 days	Thu 3/4/27	Wed 3/10/27	0%	106	
110	Above ACT MEP Trim Out	10 days	Thu 3/11/27	Wed 3/24/27	0%	108	
111	Above Ceiling Inspection	0 days	Wed 3/24/27	Wed 3/24/27	0%	110	
112	Drop Ceiling Tiles	3 days	Thu 3/25/27	Mon 3/29/27	0%	111	
113	Paint - Final Coat	7 days	Thu 3/25/27	Fri 4/2/27	0%	109,110	
114	Swing/Hardware Wood Doors	5 days	Mon 4/5/27	Fri 4/9/27	0%	113,33	
115	CPT or LVT Flooring & Vinyl Base	8 days	Mon 4/5/27	Wed 4/14/27	0%	113	
116	MEP Trim Out/Devices	10 days	Mon 4/5/27	Fri 4/16/27	0%	113	
117	Install Specialties	3 days	Mon 4/19/27	Wed 4/21/27	0%	113,116,107	
118	**Lower Level**	**84 days**	**Tue 12/29/26**	**Tue 4/27/27**	**0%**		
119	Interior Metal Stud Framing / Backing	10 days	Tue 12/29/26	Wed 1/13/27	0%	100	
120	Install OH Doors	2 days	Thu 1/7/27	Fri 1/8/27	0%	88	
121	MEP Rough-Ins	15 days	Thu 1/14/27	Wed 2/3/27	0%	119,102FS-5 days	
122	Install Interior HM Door Frames	3 days	Mon 1/11/27	Wed 1/13/27	0%	119FF,31	
123	Open Wall Inspection	0 days	Wed 2/3/27	Wed 2/3/27	0%	121	
124	Insulation & Drywall	10 days	Thu 2/4/27	Wed 2/17/27	0%	123	
125	Tape & Finish	10 days	Thu 2/18/27	Wed 3/3/27	0%	124	Will need temp heat
126	Prime / Paint - 1st Coat	10 days	Thu 3/4/27	Wed 3/17/27	0%	125	
127	CT - Bathroom Wall Tile	5 days	Thu 3/18/27	Wed 3/24/27	0%	126	
128	ACT Ceilings	5 days	Mon 3/15/27	Fri 3/19/27	0%	126FS-3 days	
129	Casework	5 days	Thu 3/18/27	Wed 3/24/27	0%	126	
130	Above ACT MEP Trim Out	7 days	Mon 3/22/27	Tue 3/30/27	0%	128	
131	Above Ceiling Inspection	0 days	Tue 3/30/27	Tue 3/30/27	0%	130	
132	Drop Ceiling Tiles	2 days	Wed 3/31/27	Thu 4/1/27	0%	131	
133	Paint - Final Coat	7 days	Wed 3/31/27	Thu 4/8/27	0%	129,130	
134	Swing/Hardware Wood Doors	5 days	Fri 4/9/27	Thu 4/15/27	0%	133,33	
135	CPT or LVT Flooring & Vinyl Base	5 days	Fri 4/9/27	Thu 4/15/27	0%	133	
136	MEP Trim Out/Devices	10 days	Fri 4/9/27	Thu 4/22/27	0%	133	
137	Install Specialties	3 days	Fri 4/23/27	Tue 4/27/27	0%	127,133,136	
138	Elevator Hoist Ready	0 days	Wed 2/3/27	Wed 2/3/27	0%	42,36,121	Power Requirements are met
139	Elevator Install	20 days	Thu 2/4/27	Wed 3/3/27	0%	42,36,138	Adjust Start date as necessary to work with state inspection
140	Elevator State Inspection	0 days	Fri 5/14/27	Fri 5/14/27	0%	139,135,136,160	Ties to Life Safety being complete. Adjust is Life Safety can be competed
141	**Interior Systems PHASE 2**	**90 days**	**Thu 1/14/27**	**Wed 5/19/27**	**0%**		
142	**Upper Level**	**90 days**	**Thu 1/14/27**	**Wed 5/19/27**	**0%**		
143	Interior Metal Stud Framing / Backing	10 days	Thu 1/14/27	Wed 1/27/27	0%	119	
144	Install Interior HM Door Frames	3 days	Mon 1/25/27	Wed 1/27/27	0%	143FF,31	
145	MEP Rough-Ins	15 days	Thu 1/28/27	Wed 2/17/27	0%	143,121FS-5 days	
146	Install OH Doors	4 days	Thu 2/11/27	Tue 2/16/27	0%	93	
147	Open Wall Inspection	0 days	Wed 2/17/27	Wed 2/17/27	0%	145	
148	Insulation & Drywall	10 days	Thu 2/18/27	Wed 3/3/27	0%	147	Hold off @ Windows. Coordinate with Storefront
149	Tape & Finish	10 days	Thu 3/4/27	Wed 3/17/27	0%	148	
150	Prime / Paint - 1st Coat	10 days	Thu 3/18/27	Wed 3/31/27	0%	149	
151	CT - Bathroom Wall Tile	5 days	Thu 4/1/27	Wed 4/7/27	0%	150	
152	ACT Ceilings	8 days	Mon 3/29/27	Wed 4/7/27	0%	150FS-3 days	
153	Casework	5 days	Thu 4/1/27	Wed 4/7/27	0%	150	
154	Above ACT MEP Trim Out	10 days	Thu 4/8/27	Wed 4/21/27	0%	152	
155	Above Ceiling Inspection	0 days	Wed 4/21/27	Wed 4/21/27	0%	154	
156	Drop Ceiling Tiles	2 days	Thu 4/22/27	Fri 4/23/27	0%	155	
157	Paint - Final Coat	7 days	Thu 4/22/27	Fri 4/30/27	0%	153,154	
158	Swing/Hardware Wood Doors	5 days	Mon 5/3/27	Fri 5/7/27	0%	157,33	
159	CPT or LVT Flooring & Vinyl Base	5 days	Mon 5/3/27	Fri 5/7/27	0%	157	
160	MEP Trim Out/Devices	10 days	Mon 5/3/27	Fri 5/14/27	0%	157	
161	Install Specialties	3 days	Mon 5/17/27	Wed 5/19/27	0%	151,157,160	
162	**Close Out**	**25 days**	**Thu 5/20/27**	**Thu 6/24/27**	**0%**		
163	Weather Delay Allowance	15 days	Thu 5/20/27	Thu 6/10/27	0%	43	Allowance to used for delays caused by weather
164	Final Cleaning	10 days	Fri 5/28/27	Thu 6/10/27	0%	166SF	
165	Testing & Balancing of MEP Systems	10 days	Fri 6/11/27	Thu 6/24/27	0%	163	
166	Substantial Completion	0 days	Thu 6/10/27	Thu 6/10/27	0%	163	
167	Punchlist	10 days	Fri 6/11/27	Thu 6/24/27	0%	166	
168	Owner Training	1 day	Thu 6/24/27	Thu 6/24/27	0%	167FF	
169	Final Completion	0 days	Thu 6/24/27	Thu 6/24/27	0%	168,167	

Qtr 2, 2026 | Qtr 3, 2026 | Qtr 4, 2026 | Qtr 1, 2027 | Qtr 2, 2027 | Qtr 3, 2027

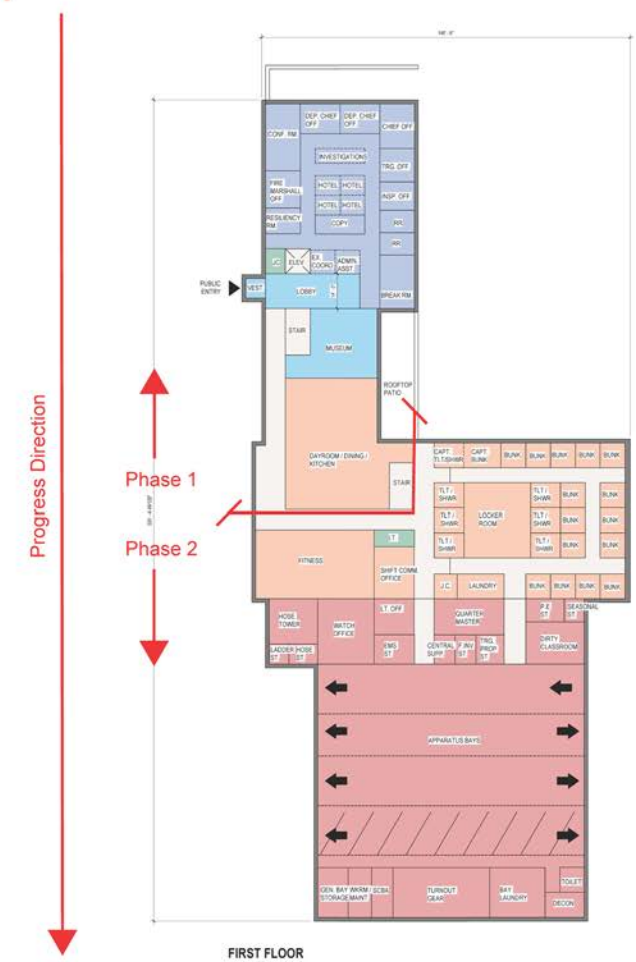
Interior Systems PHASE 1
Interior Metal Stud Framing / Backing
Install Interior HM Door Frames
MEP Rough-Ins
Open Wall Inspection
Insulation & Drywall
Tape & Finish
Prime / Paint - 1st Coat
CT - Bathroom Wall Tile
ACT Ceilings
Casework
Above ACT MEP Trim Out
Above Ceiling Inspection
Drop Ceiling Tiles
Paint - Final Coat
Swing/Hardware Wood Doors
CPT or LVT Flooring & Vinyl Base
MEP Trim Out/Devices
Install Specialties
Interior Metal Stud Framing / Backing
Install OH Doors
MEP Rough-Ins
Install Interior HM Door Frames
Open Wall Inspection
Insulation & Drywall
Tape & Finish
Prime / Paint - 1st Coat
CT - Bathroom Wall Tile
ACT Ceilings
Casework
Above ACT MEP Trim Out
Above Ceiling Inspection
Drop Ceiling Tiles
Paint - Final Coat
Swing/Hardware Wood Doors
CPT or LVT Flooring & Vinyl Base
MEP Trim Out/Devices
Install Specialties
Elevator Hoist Ready
Elevator Install
Elevator State Inspection
Interior Metal Stud Framing / Backing
Install Interior HM Door Frames
MEP Rough-Ins
Install OH Doors
Open Wall Inspection
Insulation & Drywall
Tape & Finish
Prime / Paint - 1st Coat
CT - Bathroom Wall Tile
ACT Ceilings
Casework
Above ACT MEP Trim Out
Above Ceiling Inspection
Drop Ceiling Tiles
Paint - Final Coat
Swing/Hardware Wood Doors
CPT or LVT Flooring & Vinyl Base
MEP Trim Out/Devices
Install Specialties
Close Out
Weather Delay Allowance
Final Cleaning
Testing & Balancing of M
Substantial Completion
Punchlist
Owner Training
Final Completion

Run Date: Thu 2/5/26
Projected Start Date: Mon 3/2/26
Projected Completion Date: Thu 6/24/27

Overall Project Schedule

PRELIMINARY PHASING PLAN

MOLINE NEW CENTRAL FIRE STATION





LOWER LEVEL	10,900 SF
FIRST FLOOR	32,580 SF
TOTAL GROSS	43,480 SF

PLAN DIAGRAMS

MOLINE FIRE DEPARTMENT | Published 11/10/25
Job No. 22-3583.02 | ©2025 FGM Architects

fgma FGMARCHITECTS

BUSH CONSTRUCTION

PRELIMINARY SITE LOGISTICS PLAN

LEGEND

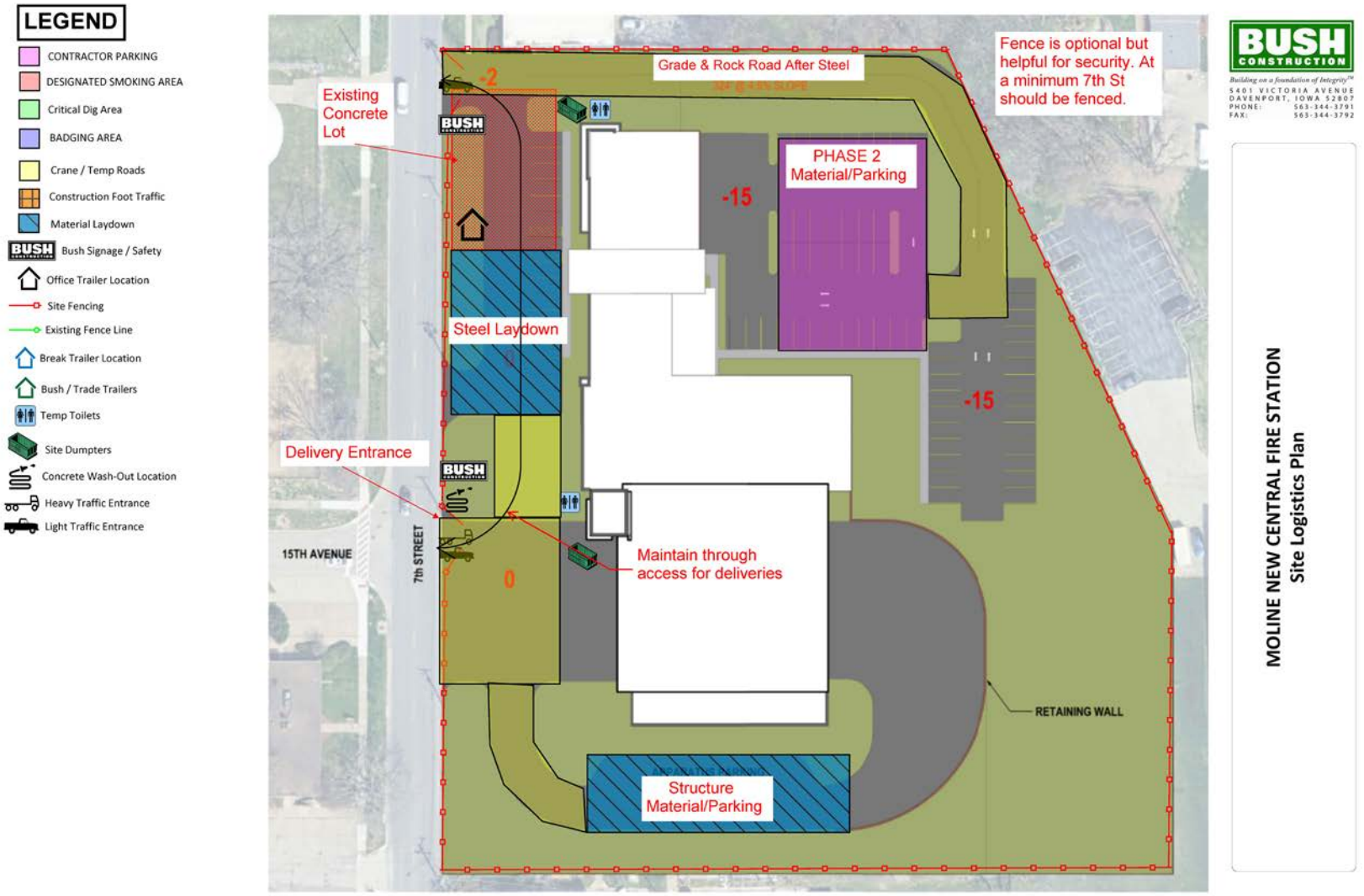
- CONTRACTOR PARKING
- DESIGNATED SMOKING AREA
- Critical Dig Area
- BADGING AREA
- Crane / Temp Roads
- Construction Foot Traffic
- Material Laydown
- Bush Signage / Safety
- Office Trailer Location
- Site Fencing
- Existing Fence Line
- Break Trailer Location
- Bush / Trade Trailers
- Temp Toilets
- Site Dumpsters
- Concrete Wash-Out Location
- Heavy Traffic Entrance
- Light Traffic Entrance



BUSH CONSTRUCTION
Building on a foundation of Integrity™
5401 VICTORIA AVENUE
DAVENPORT, IOWA 52807
PHONE: 563-344-3791
FAX: 563-344-3792

MOLINE NEW CENTRAL FIRE STATION
Site Logistics Plan

PRELIMINARY SITE LOGISTICS PLAN





Moline Fire Station
March 27, 2026

Wayne Gordon
563-449-6135
wgordon@bushconstruct.com

CM Fees

Bush Construction
5401 Victoria Avenue
Davenport, IA 52807
563.344.3791

General Notes:

1. Construction Manager Fee - **0.75%**
2. Total Professional Services - **$909,328**
3. Total Professional Services assumes a 13 month construction duraiton and total cost of the work of **$17,400,000** (43,500 SF @ $400/SF).
4. Bush recommends a construction budget contingnecy between 1%-2%. This contincency can be tracked throughout construction and unused funds returned to the Owner upon project completion.
5. Please note, above cost and schedule assumptions can change pending final scope and design.

Description	QTY	UOM	Unit	Total
Preconstruction Services				
Preconstruction Services	360	hr	$ 103	$ 37,080
Preconstruction Fee Donation	1	ls	$ (37,080)	$ (37,080)
Preconstruction Services:				***$ -***
Construction Phase Personnel				
Project Executive	104	hr	$ 155	$ 16,120
Superintendent (56 weeks @ 40hrs/wk)	2,240	hr	$ 117	$ 262,080
Project Manager (56 weeks @ 20hrs/wk)	1,120	hr	$ 103	$ 115,360
Project Engineer (56 weeks @ 32hrs/wk)	1,792	hr	$ 77	$ 137,984
Project Coordinator (56 weeks @ 4hrs/wk)	224	hr	$ 67	$ 15,008
Construction Fee Donation	1	ls	$ (24,024)	$ (24,024)
Construction Phase Personnel:				***$ 522,528***
General Conditions / Project Costs				
Office Supplies	1	ls	$ 1,500	$ 1,500
Blueprinting/Reproduction	1	ls	$ 2,500	$ 2,500
Technology Fee - 0.15% on Total Cost of the Work	1	ls	$ 26,100	$ 26,100
General and Professional Liability Insurance - 1.30% on Total Cost of the Work	1	ls	$ 226,200	$ 226,200
Builders Risk Insurance (Provided by Owner)				By Owner
Travel (Included in Personnel Expenses)				Included
Telephone/Data Lines (Included in Personnel Expenses)				Included
General Conditions / Project Costs:				***$ 256,300***
Construction Manager Fee				
Construction Manager Fee - 0.75% on Total Cost of the Work:				***$ 130,500***
Total Professional Services:				**$ 909,328**

Market Based Project Costs (Not Included in CM Fee)			
Adverse Weather Conditions			Incorporated into Bid Package
Construction Materials Testing			Incorporated into Bid Package
Construction Progress Cleaning			Incorporated into Bid Package
Construction Signage			Incorporated into Bid Package
Dumpsters/Disposal			Incorporated into Bid Package
Job/Office Trailer			Incorporated into Bid Package
Layout			Incorporated into Bid Package
Progress Photography			Incorporated into Bid Package
Safety Supplies and Equipment			Incorporated into Bid Package
Storage Sheds and Trailers			Incorporated into Bid Package
Surveying			Incorporated into Bid Package
Temporary Construction			Incorporated into Bid Package
Temporary Enclosures			Incorporated into Bid Package
Temporary Fencing/Security/Barricades			Incorporated into Bid Package
Temporary Fire Extinguishers			Incorporated into Bid Package
Temporary Site Fencing			Incorporated into Bid Package
Temporary Stairs/Ladders			Incorporated into Bid Package
Temporary Toilets			Incorporated into Bid Package
Temporary Utilities			Incorporated into Bid Package
Tools/Equipment			Incorporated into Bid Package
Traffic Control			Incorporated into Bid Package
Trailer Utilities			Incorporated into Bid Package

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is dated as of _____ ("***Effective Date***"), and is by and between BUSH CONSTRUCTION COMPANY, INC. ("***Contractor***") and the CITY OF MOLINE, an Illinois home rule municipal corporation and home rule unit of local government, acting by and through its City Council ("***City***"). The City and the Contractor are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WHEREAS, the City is desirous of retaining the services of Contractor to provide certain services and work in accordance with the terms and conditions set forth herein;

WHEREAS, Contractor will be performing services and work for City in accordance with the following: Request for Proposal issued by the City dated January 20, 2026 and the completed proposal of Contractor dated March 27, 2026, which is attached hereto and incorporated herein as **Exhibit A** ("***Scope of Services***"); and

WHEREAS, the Scope of Services (Exhibit A), together with this document, comprise the entire agreement of the Parties and are hereafter collectively referred to as the "***Agreement***"; and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said work;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the City and Contractor hereby agree as follows:

1. Work Conducted in Accordance with Agreement. The Contractor shall provide the materials, services, and equipment to fully execute the Scope of Services described in the Agreement. The work shall be furnished and completed in accordance with the Agreement.

2. Standard of Care. The Contractor shall exercise reasonable skill, care and diligence in the completion of the work, and will carry out its responsibilities in accordance with customarily accepted industry practices.

3. Facilitation of Work. The parties mutually understand and agree that the City shall be responsible for the timely delivery of data and support information requested by the Contractor in a manner that will allow the Contractor to perform its services.

4. Term. This Agreement shall commence on the Effective Date and remain in full force and effect until completion of the preconstruction and related services described herein, unless earlier terminated in accordance with this Agreement. The Parties acknowledge that construction phase services and any Guaranteed Maximum Price ("GMP") amendment shall be subject to future negotiation and approval by the City as provided herein.

5. Termination. Either Party may terminate this Agreement for cause upon 24 hours' written

notice to the other, after giving the non-defaulting Party a 60 day window to cure any breach. In the event this Agreement is terminated, the Contractor will be paid pro rata for Services through the termination date and reimbursable expenses actually incurred, if any, prior to the Termination Date.

6. Compensation. Exclusive of any Reimbursable Expenses, as hereafter defined, the City agrees to pay the Contractor for the performance of the contract work in the manner set forth in the Agreement. Contractor's compensation for the Work shall be found in Exhibit A.

   The Parties acknowledge and agree that this Agreement presently covers preconstruction services and any specifically authorized work identified in Exhibit A. Compensation for construction phase services shall be subject to a future Guaranteed Maximum Price ("GMP") amendment negotiated between the Parties after the Project design documents have progressed to approximately ninety percent (90%) completion.

   Contractor shall provide ongoing cost estimating, value engineering, constructability review, and budget reconciliation services throughout the design phase to assist the City in maintaining the Project within the City's approved budget.

   In the event the Contractor's cost estimates exceed the City's Project budget at any phase of design, the Contractor shall promptly notify the City and shall collaborate with the City and design professionals to recommend scope modifications, value engineering measures, or alternative systems necessary to maintain the Project within budget.

   Any GMP amendment shall:

   a. Establish the Contractor's Guaranteed Maximum Price for completion of the construction work;

   b. Include a detailed schedule of values, construction contingency, allowances, assumptions, exclusions, and Contractor fee;

   c. Require open-book accounting and supporting documentation for all project costs;

   d. Provide that the Contractor shall bear all costs exceeding the GMP except for increases approved by written Change Order executed by the City; and

   e. Be subject to approval by the City Council or other authorized governing authority.

   No construction phase services obligating the City beyond the compensation identified in Exhibit A shall proceed unless and until a GMP amendment has been fully executed by both Parties.

In addition to the compensation for services, the Parties agree that Contractor will be reimbursed for expenses actually incurred by Contractor in the performance of the work on behalf of the City and shall only reimburse expenses at actual cost ("***Reimbursable Expenses***"). As an express

condition precedent of reimbursement for such expenses, Contractor shall provide receipts of any claimed Reimbursable Expense within one month of being incurred.

6A. Guaranteed Maximum Price Amendment.

The Parties acknowledge that the Project is being developed using a Construction Manager at Risk delivery method and that the Contractor is initially being retained for preconstruction services. Upon completion of approximately ninety percent (90%) construction documents, the Contractor shall submit a proposed Guaranteed Maximum Price ("GMP") amendment for the City's review.

The proposed GMP shall include:

- Estimated Cost of the Work;
- General Conditions;
- Construction Manager's Fee;
- Contingencies;
- Allowances;
- Assumptions and exclusions;
- Proposed project schedule; and
- Supporting subcontractor and supplier pricing documentation.

The City shall have the right to independently review, negotiate, reject, or require modification of the proposed GMP. The City shall not be obligated to accept any proposed GMP.

Following execution of the GMP amendment, the Contractor guarantees that the Cost of the Work plus the Contractor's Fee shall not exceed the approved GMP amount except as adjusted by written Change Order approved by the City.

Costs exceeding the GMP that are not attributable to approved scope changes or other City-authorized adjustments shall be borne solely by the Contractor.

7. Payment. The City shall pay Contractor for the work and for Reimbursable Expenses only after the Contractor has performed the Contract Work and fulfilled the terms of the Agreement or such portions thereof as have accrued up to the date of invoice presentation. Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act following presentation of an itemized invoice and receipts detailing expenditures. The City shall advise the Contractor in writing of the basis for any disputed portions of the statement or any portions requiring further information or documentation. The Contractor shall keep and maintain time and expense records relating to the services, together with supporting receipts, vouchers, and appropriate documentation. As necessary, these records and other appropriate documentation may be required to support invoices submitted to the City. The City shall have the right to examine such records, as it deems necessary upon reasonable notice to the Contractor.

8. Compliance with Law.

A. In performing the Work under the Agreement, the Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal authorities and other governmental units or regulatory bodies in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply: Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, the Public Bond Construction Act (if applicable), all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

B. Human Rights Act

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;
2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

The Contractor understands, represents and warrants to the City that Contractor and its subcontractors (for which the Contractor takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the City in canceling this Contract shall not be construed as, and does not constitute, either the City's consent to such violation or a waiver of any rights the City may have, including without limitation, cancellation of this Contract.

9. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless City and its officers, elected and appointed officials, employees, contractors, volunteers, and agents from and against all claims, damages, losses and expenses, including, but not limited to, reasonable legal fees (including, without limitation, attorneys and paralegals fees, expert fees and court costs) arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the

work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by, arises out of, or results from the performance of Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which City would otherwise have. Contractor shall similarly protect, indemnify, and hold and save harmless, City, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of the Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. Limitation of Liability. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law: (a) neither Party shall be liable to the other for any consequential, incidental, indirect, special, exemplary, or punitive damages arising out of or related to this Agreement, including loss of use, loss of revenue, loss of profit, loss of financing, loss of grant or tax-credit funding, and loss of business or reputation, however caused, and each Party waives all such claims against the other; and (b) the Contractor's aggregate liability to the City arising out of or related to this Agreement shall not exceed the greater of the total compensation payable to the Contractor under this Agreement or the proceeds of insurance available for the claim. The foregoing limitations shall not apply to the Contractor's indemnification obligations under this Agreement, to losses caused by a Party's fraud, gross negligence, or willful misconduct, or to a Party's confidentiality obligations.

11. Insurance.

    a. The Contractor shall keep in force, to the satisfaction of City, at all times during the performance of any work referred to above, insurance coverage of the types and amounts specified in the Scope of Services. If no insurance coverage is so specified, then insurance coverage and amounts shall be as provided in Section 10i. In the event of a conflict between Section 10.j. and the Scope of Services pertaining to insurance coverage, the Scope of Services shall prevail.

    b. The Contractor shall have all policies of insurance purchased or maintained in fulfillment hereof name the City of Moline as an additional insured thereunder (except that the Contractor's Professional Liability / Errors and Omissions policy shall not be required to name the City as an additional insured, as additional insured status is not available on professional liability coverage) and the Contractor shall

provide City with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of $5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis, except that Professional Liability / Errors and Omissions coverage may be written on a claims-made basis provided coverage is maintained for not less than three (3) years following completion of the Work. Failure of City to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the City. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from commencing work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

Failure to maintain the required insurance may result in termination of this Agreement at City's option.

c. The Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the City, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

d. For any claims related to or arising from this Agreement or a party's performance or failure to perform hereunder, Contractor and/or Subcontractor insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor or Subcontractor insurance and shall not contribute with it.

e. Nothing contained in this Agreement is to be construed as limiting the liability of Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. City does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect City, or Contractor or Subcontractor, but are merely minimums. The obligations of Contractor and Subcontractor to purchase insurance shall not, in any way, limit its obligations to City in the event that City should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered

by Contractor's or Subcontractor's insurance.

f. In the event Contractor fails to furnish and maintain the insurance required by this Agreement, the City, upon 7 days written notice, may purchase such insurance on behalf of Contractor or Subcontractor, and Contractor or Subcontractor respectively, shall pay the cost thereof to the City upon demand or shall have such cost deducted from any payments due Contractor. Contractor agrees to furnish to the City the information needed to obtain such insurance.

g. All insurance provided by Contractor or Subcontractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

h. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to City shall be certified mail, return receipt requested.

i. Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. Subcontractors will be required to agree to waiver of subrogation as well.

j. Contractor and any Subcontractor shall keep in force, to the satisfaction of the City, at all times during the performance of any work referred to herein, Workers Compensation, Commercial General Liability Insurance, and Professional Liability Insurance in at least the type and amounts as follows:

(1) Workers' Compensation:

i.	State:	Statutory
ii.	Applicable Federal (e.g., Longshoremen's):	Statutory
iii.	Employer's Liability	
	$1,000,000.00	Per Accident
	$1,000,000.00	Disease, Policy Limit
	$1,000,000.00	Disease, Each Employee

(2) Commercial General Liability:

$1,000,000.00	General Aggregate
$500,000.00	Products Completed Operations Aggregate
$500,000.00	Personal and Advertising Injury
$500,000.00	Each Occurrence
$ 50,000.00	Fire Damage (any one fire)
$ 5,000.00	Medical Expense (any one person)

(3) Professional Liability (Errors and Omissions) Insurance:
   i. $1,000,000 Per Occurrence
   ii. $2,000,000 Aggregate

12. FOIA. Contractor agrees to maintain, without charge to the City, all records and documents for projects of the City in compliance with the Freedom of Information Act, 5 ILCS 140/1, *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the City under the Freedom of Information Act so that the City may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the City and if possible, the City shall request an extension so as to comply with the Act. In the event that the City is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the City harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties. Contractor agrees to bear responsibility for compliance with this section by any Subcontractor as well.

13. Prevailing Wage. The Prevailing Wage Act applies to this Agreement when applicable. Accordingly, Contractor shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Prevailing wage rates applicable to the construction phase shall be those established in the Guaranteed Maximum Price; any increase in the prevailing rate of wage occurring after establishment of the GMP shall be addressed by Change Order as a Cost of the Work. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the City as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the City against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions.

14. Payment and Performance Bond. Prior to commencing construction Work under the GMP Amendment, Contractor shall submit a Payment and Performance Bond in the amount of 100 percent of the Guaranteed Maximum Price. The premium for such bond shall be a Cost of the Work included in the GMP. No Payment and Performance Bond is required for the preconstruction services performed under this Agreement, in accordance with acceptable

standards with good and sufficient securities for the performance and payment of material used in such work and for all labor performed in such work, whether by subcontractor or otherwise, issued by a company licensed with and by the State of Illinois. In the event of a default by the Contractor, the City's recovery under the Payment and Performance Bond shall be governed by the terms of the bond and applicable law. Any payment and performance bond submitted shall be deemed to include all statutory language required by the Public Construction Bond Act.

15. Venue; Enforcement. Venue for any dispute arising under this Agreement shall be solely in a court with primary jurisdiction over Rock Island County, Illinois, and each party hereby waives any objection or right to object to such forum as being inconvenient or incorrect. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by either Party, its successors or assigns, against the other Party on any claim based upon or arising out of this Agreement unless such action is commenced within the time permitted by the applicable Illinois statutes of limitation and repose.

16. Further Assurances. Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the City, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the City for the purpose of or in connection with goods and services described in the Agreement.

17. Conflicts. Except as otherwise explicitly provided herein, any conflicts between Exhibit A and the text of this Agreement shall be resolved in favor of the text of this Agreement.

18. Recitals. This Agreement's recitals and all exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

IT IS MUTUALLY UNDERSTOOD AND AGREED that Contractor shall have the full control of the ways and means of performing the work referred to above and that Contractor or its employees, representatives or subcontractors are in no sense employees of the City, it being specifically agreed that Contractor bears the relationship of an independent contractor to the City.

[Signature page follows]

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date first written hereinabove.

CITY OF MOLINE,
an Illinois home rule municipal corporation

_____
Signature

_____
Sangeetha Rayapati, Mayor

Attest: _____
City Clerk

CONTRACTOR


Signature

MICHAEL JOHNSON
Name

PRESIDENT
Title

Exhibit A

Proposal

Proposal for [Moline Fire Station – CM Fees/Scope of Services]

[appended on following pages]

Exhibit A

Moline Fire Station
March 27, 2026

Wayne Gordon
563-449-6135
wgordon@bushconstruct.com



CM Fees

BUSH CONSTRUCTION

(563) 344-3791 | www.bushconstruct.com
5401 Victoria Avenue, Davenport, Iowa 52807

Bush Construction
5401 Victoria Avenue
Davenport, IA 52807
563.344.3791

General Notes:

1. Construction Manager Fee - **0.75%**
2. Total Professional Services - **$909,328**
3. Total Professional Services assumes a 13 month construction duraiton and total cost of the work of **$17,400,000** (43,500 SF @ $400/SF).
4. Bush recommends a construction budget contingnecy between 1%-2%. This contincency can be tracked throughout construction and unused funds returned to the Owner upon project completion.
5. Please note, above cost and schedule assumptions can change pending final scope and design.

Description	QTY	UOM	Unit	Total
Preconstruction Services				
Preconstruction Services	360	hr	$ 103	$ 37,080
Preconstruction Fee Donation	1	ls	$ (37,080)	$ (37,080)
Preconstruction Services:				***$ -***
Construction Phase Personnel				
Project Executive	104	hr	$ 155	$ 16,120
Superintendent (56 weeks @ 40hrs/wk)	2,240	hr	$ 117	$ 262,080
Project Manager (56 weeks @ 20hrs/wk)	1,120	hr	$ 103	$ 115,360
Project Engineer (56 weeks @ 32hrs/wk)	1,792	hr	$ 77	$ 137,984
Project Coordinator (56 weeks @ 4hrs/wk)	224	hr	$ 67	$ 15,008
Construction Fee Donation	1	ls	$ (24,024)	$ (24,024)
Construction Phase Personnel:				***$ 522,528***
General Conditions / Project Costs				
Office Supplies	1	ls	$ 1,500	$ 1,500
Blueprinting/Reproduction	1	ls	$ 2,500	$ 2,500
Technology Fee - 0.15% on Total Cost of the Work	1	ls	$ 26,100	$ 26,100
General and Professional Liability Insurance - 1.30% on Total Cost of the Work	1	ls	$ 226,200	$ 226,200
Builders Risk Insurance (Provided by Owner)				By Owner
Travel (Included in Personnel Expenses)				Included
Telephone/Data Lines (Included in Personnel Expenses)				Included
General Conditions / Project Costs:				***$ 256,300***
Construction Manager Fee				
Construction Manager Fee - 0.75% on Total Cost of the Work:				***$ 130,500***
Total Professional Services:				**$ 909,328**

Market Based Project Costs (Not Included in CM Fee)			
Adverse Weather Conditions			Incorporated into Bid Package
Construction Materials Testing			Incorporated into Bid Package
Construction Progress Cleaning			Incorporated into Bid Package
Construction Signage			Incorporated into Bid Package
Dumpsters/Disposal			Incorporated into Bid Package
Job/Office Trailer			Incorporated into Bid Package
Layout			Incorporated into Bid Package
Progress Photography			Incorporated into Bid Package
Safety Supplies and Equipment			Incorporated into Bid Package
Storage Sheds and Trailers			Incorporated into Bid Package
Surveying			Incorporated into Bid Package
Temporary Construction			Incorporated into Bid Package
Temporary Enclosures			Incorporated into Bid Package
Temporary Fencing/Security/Barricades			Incorporated into Bid Package
Temporary Fire Extinguishers			Incorporated into Bid Package
Temporary Site Fencing			Incorporated into Bid Package
Temporary Stairs/Ladders			Incorporated into Bid Package
Temporary Toilets			Incorporated into Bid Package
Temporary Utilities			Incorporated into Bid Package
Tools/Equipment			Incorporated into Bid Package
Traffic Control			Incorporated into Bid Package
Trailer Utilities			Incorporated into Bid Package

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement separately with each participating taxing body for Property Tax Abatement as established under the Moline River Edge Redevelopment Zone in the City of Moline; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement.

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED RES1 Amy-Chris-RERZ Participating Taxing Body IGA-EXP.pdf
CED RES1 Amy-Chris-RERZ Participating Taxing Body IGA-CBxg.pdf
CED RES1 Amy-Chris-RERZ Participating Taxing Body IGA-ATT.pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement separately with each participating taxing body for Property Tax Abatement as established under the Moline River Edge Redevelopment Zone in the City of Moline; and authorizing the City Attorney and staff to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement.

Explanation: City staff received notice from the Department of Commerce and Economic Development ("DCEO") on April 1, 2026, approving the designation of the Moline River Edge Redevelopment Zone. To enact the proposed property tax abatement incentive as contemplated in the application, staff presented a standardized intergovernmental agreement to the taxing bodies of Moline Coal Valley School District 40, Rock Island County, Blackhawk Community College 503, Moline Township, Metrolink Mass Transit District, Rock Island County Forest Preserve District, Quad City Metropolitan Airport Authority, and applicable Special Service Areas for their consideration to participate in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements. Local taxing bodies have previously, on numerous occasions, worked together jointly to improve the economic conditions of the joint taxpayers of the various units of government in a spirit of comity and cooperation. Local taxing bodies, receiving approval from their respective boards for participation in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements, desire at this time to enter into a binding Intergovernmental Agreement in execution and administration of the River Edge Redevelopment Zone in the City of Moline.

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING	the Mayor and City Clerk to execute and attest to an Intergovernmental Agreement separately with each participating taxing body for Property Tax Abatement as established under the Moline River Edge Redevelopment Zone in the City of Moline; and
AUTHORIZING	the City Attorney and staff to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement.

WHEREAS, the City Council of the City of Moline approved Ordinance No. 3062-2025, on December 16, 2025, authorizing staff to make an application to the Department of Commerce and Economic Opportunity ("DCEO") to create the Moline River Edge Redevelopment Zone; and

WHEREAS, staff received notice from DCEO on April 1, 2026, approving the designation of the Moline River Edge Redevelopment Zone; and

WHEREAS, to enact the proposed property tax abatement incentive as contemplated in the application, staff presented a standardized intergovernmental agreement to the taxing bodies of Moline Coal Valley School District 40, Rock Island County, Blackhawk Community College 503, Moline Township, Metrolink Mass Transit District, Rock Island County Forest Preserve District, Quad City Metropolitan Airport Authority, and applicable Special Service Areas for their consideration to participate in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly, in order to implement Article VI, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.); and

WHEREAS, local taxing bodies have previously, on numerous occasions, worked together jointly to improve the economic conditions of the joint taxpayers of the various units of government in a spirit of comity and cooperation; and

WHEREAS, local taxing bodies, receiving approval from their respective boards for participation in abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements, desire at this time to enter into a binding Intergovernmental Agreement in execution and administration of the River Edge Redevelopment Zone in the City of Moline.

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 and attest to an Intergovernmental Agreement with participating taxing bodies for the abatement of ad valorem taxes imposed upon real property attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements, for qualified projects in the Moline River Edge Redevelopment Zone, consistent with the terms outlined therein, and do all things necessary to establish such property tax abatement with the Rock Island County Clerk; provided, however, that said Agreement is in substantial form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

BE IT FURTHER RESOLVED that the City Attorney and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities as referred to in such Agreement.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, having been entered into this _____ day of ____ 2026, by and between the CITY OF MOLINE, ILLINOIS ("City") and _____, in regards to the administration of a River Edge Redevelopment Zone (“Zone”) in the City of Moline;

WITNESSETH:

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer a lawful power or function in any manner not prohibited by law or ordinance is authorized by Article VII, Section 10 of the Illinois Constitution of 1970; and

WHEREAS, the Illinois General Assembly, in order to implement Article VI, Section 10 of the Illinois Constitution of 1970, adopted the Intergovernmental Cooperation Act (501 ILCS 605/1 et seq.); and

WHEREAS, the parties have previously, on numerous occasions, worked together jointly to improve the economic conditions of the joint taxpayers of the various units of government in a spirit of comity and cooperation; and

WHEREAS, the parties desire at this time to enter into a binding Intergovernmental Agreement in execution and administration of the River Edge Redevelopment Zone in the City of Moline.

NOW, THEREFORE, the parties, by their respective governing boards, in consideration of the mutual covenants and agreements of the parties set forth hereinafter in this Agreement, respectfully agree as follows:

1. The City of Moline has previously applied for, and the State of Illinois has granted approval of, a River Edge Redevelopment Zone ("Zone") in the City of Moline encompassing the area, as legally described in Exhibit A, and depicted on the map in Exhibit B, which is the area to which this Agreement applies as well.

2. Under the Ordinance passed by the City, real property within the Zone will receive an abatement of ad valorem taxes, of the participating taxing bodies, imposed upon real property by the City which is attributable to the construction of improvements, and the expansion or rehabilitation of existing improvements ("increment"), for:

   a. Commercial projects, located within the boundaries of the Zone, as amended from time to time, at a rate of ninety percent (90%) of the increased assessment amount which would accrue from expansion, rehabilitation or new construction for a period of ten (10) years, beginning with the tax year in which the new increased assessment amount would be levied;

   b. Multi-family residential projects of five units or more, new construction or rehabilitation, located within the boundaries of the Zone, as amended from time to time, at a rate of ninety percent (90%) of the increased assessment amount which would accrue from expansion, rehabilitation or new construction for a period of ten (10) years, beginning with the tax year in which the new increased assessment amount would be levied;

   c. Such abatement shall be allowed only for projects within the Zone Area, as amended from time to time, provided that such expansion, rehabilitation or new construction is of such a nature and scope for which a building permit is required with an improvement valuation of One Hundred Thousand Dollars ($100,000) or more, and has been obtained;

   d. The improvements commence after the certification of the Zone by DCEO, and an occupancy permit for such improvements, expansion or rehabilitation must be issued; and

   e. No property within a Redevelopment Area created pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq.) shall qualify for tax abatement under this Ordinance.

3. In cooperation with the City and in furtherance of the purposes of the City in designating the Zone, _____ agrees to the same 90%

abatement of the real property taxes of _____ as the City has set by Ordinance for City property taxes.

4. Approval. This Agreement shall become effective upon the required independent board approval by their respective governing boards, i.e., Moline City Council and _____.

5. Miscellaneous. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together, constitute, and be one and the same instrument.

6. This Agreement is made and entered into in Rock Island County, Illinois, to be performed in the State of Illinois, and any dispute arising hereunder shall be settled under the laws of the State of Illinois.

City of Moline, _____

By: _____
Sangeetha Rayapati, Mayor

By: _____

Attest: _____
Stephanie Murphy, City Clerk

_____

AGENDA ITEM DETAIL
July 7, 2026

A Resolution approving Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District; and authorizing the Mayor and City Clerk to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the advancement of the demolition approach and scope package for the Moline Riverfront redevelopment project; and authorizing City staff to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process.

SUGGESTED ACTION: Approval

ATTACHMENTS:
EXE RES1 Macy - Bob.Parr - MKSK Work Authorization 05a - EXP.pdf
EXE RES1 Macy - Bob.Parr - MKSK Work Authorization 05a - CB.pdf
EXE RES1 Macy - Bob.Parr - MKSK Work Authorization 05a-ATT1 (Work Auth).pdf
EXE RES1 Macy - Bob.Parr - MKSK Work Authorization 05a-ATT2 (Responsibility Matrix and Team Organization).pdf

A Resolution approving Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District; and authorizing the Mayor and City Clerk to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the advancement of the demolition approach and scope package for the Moline Riverfront redevelopment project; and authorizing City staff to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process.

Explanation: Work Authorization #05a amends the City's existing agreement with MKSK for the Moline Riverfront Master Plan, originally approved by City Council at the City Council Meeting held on August 22, 2023, Council Bill/Resolution No. 1161-2023, to create a demolition design package to procure demolition services for a portion of the existing structure(s) in the Riverfront site. Specifically, this scope of work will further analyze the viability of the collective existing building, formerly known as the Bridgepoint Building, for the purpose of making a conclusive determination of the viability for preservation and redevelopment of a select portion of structure(s) as contemplated in the Moline Riverfront Master Plan and create the demolition package for the portion of structure(s) that will not be preserved and therefore slated for demolition.

Work will be completed by MKSK in coordination with subconsultants identified in the work authorization, with oversight from City staff through the project management and technical working groups. The cost for Work Authorization #05a shall not exceed $100,000.

Staff Recommendation: Approval
Fiscal Impact: $100,000 from Account #010-0715-463.03-22

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

APPROVING Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023**,** to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District; and

AUTHORIZING the Mayor and City Clerk to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the advancement of the demolition approach and scope package for the Moline Riverfront redevelopment project; and

AUTHORIZING City staff to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process.

WHEREAS, the City of Moline has previously entered into a professional services agreement with MKSK for preparation of the Moline Riverfront Master Plan; and

WHEREAS, the Riverfront redevelopment initiative is a priority project intended to guide future public and private investment, enhance economic development opportunities, improve public access to the Mississippi River and support community placemaking efforts; and

WHEREAS, Work Authorization #05a provides professional services for further existing conditions analysis and architectural programming necessary to advance the approach and scope package for demolition including verification of feasibility for preservation of remnant buildings as envisioned in the Moline Riverfront Master Plan; and

WHEREAS, the proposed scope of services will result in a comprehensive demolition package to procure demolition services; and

WHEREAS, the cost for Work Authorization #05a is for an amount not to exceed $100,000; and

WHEREAS, City staff recommends approval of this Work Authorization as necessary to advance the Riverfront redevelopment project.

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

That Work Authorization #05a with MKSK for the Moline Riverfront, as an amendment to the professional services agreement originally approved by Council Bill/Resolution No. 1161-2023, to provide further existing conditions analysis, architectural programming, and create a demolition package for the Riverfront District is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest to Work Authorization #05a with MKSK for an amount not to exceed $100,000 for professional services necessary to support the Moline Riverfront redevelopment project; provided, however, that said Work Authorization is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

BE IT FURTHER RESOLVED that City staff is hereby authorized to do all things necessary to implement Work Authorization #05a and advance the Moline Riverfront demolition process.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

WORK AUTHORIZATION #5a

MKSK

PROJECT NAME: Moline Riverfront

DATE: 05/08/2026 rev. 6/10/2026

MKSK PROJECT #: y23205.01

TO: Bob Vitas (City of Moline) / Christopher Parr

PHONE:

EMAIL: bvitas@moline.il.us / cparr@moline.il.us

FROM: Brett Weidl (MKSK)

PHONE: 847.910.1406

EMAIL: bweidl@mkskstudios.com

DESCRIPTION OF PROJECT

As an extension to the Moline Riverfront Master Plan Prime Agreement, we've developed a 'bridge' scope of services to initiate **Part II: Existing Conditions Analysis, Architectural Programming and Demolition Package**.

The purpose of the bridge scope is to initiate services in a timely fashion while further details are being solidified about latter tasks of the scope. This bridge scope is organized as an 'hourly-not to exceed' basis and will count toward the full Part II scope (forthcoming).

The following consultants will be engaged as a part of this effort:

Prime/Landscape Architect:	MKSK
Architect – 'B' Buildings:	Lake Flato
Architect – 'A' Buildings + Demo Package:	Streamline
Floodway Engineer:	EMH&T
Site Civil, Structural, Electrical Engineer:	CMT
Grant Preparation:	ICF
Cost Estimator:	*tbd*

We anticipate working toward the following tasks within the bridge scope:

Task 1: Project Management *(Partially Complete)*

1.1 Scope and Team Development

- Develop RFPs for consultant teams including responsibility matrix, schedules, scope outlines, scope limit of work and preliminary phasing diagrams. *(complete)*
- Procure proposals and fees; compile into overall scope / fee summary for Owner Review *(partially complete)*
- Facilitate meet-and-greets for consultant team selection *(complete)*
- Meet with Owner Technical Working Group to review qualifications and discuss teaming strategies *(complete)*
- Modify and advance scope outlines to meet Owner priorities. *(partially complete)*
- Engage consultant team for scope revisions. *(partially complete)*

1.2 Project Management

- Coordinate consultant team of disciplines and scopes of services provided.
- Manage project schedules, tasks, meetings, and communications including direct coordination with the Owner and Working Groups.
- Manage administration and accounting for the consultant team.

Task 2: Existing Conditions Analysis

2.1 Project Kick-Off and Discovery: 2-day In-Person Meeting

- **Day 1:** Coordinate a BridgePointe building site walkthrough in tandem with Project Team and City contractor. Direct exploratory demolition and active investigation of existing conditions to develop demolition approach.
- **Day 2:** Attend in-person Project Kick-off Meeting with the (3) Owner Working Groups. Gather existing information and discuss the scope of services, work plan, project objectives, programming ambitions, in-process

agreements, project metrics, order of operations, critical timelines and key dates. Conduct Site Tour with Owner Working Groups to review preliminary findings from exploratory demolition walkthrough.

2.2 Existing Conditions Review

- Review the final River Front + Centre Master Plan focusing on key park elements including the following:
    - Park Areas: Upper Formal Lawn, Lower Lawn/Stage/Amphitheater, Promenade, Interactive Water Feature, Overlook/Boardwalks/Kayak Launch, Great River Trail, Play Gardens, Park Plazas
    - Proposed Relationships to Architectural Scope
- Gather additional information, synthesize site investigation reports, and perform due diligence:
    - Review site investigative files including geotechnical, survey, existing building structural conditions as applicable for the above Architectural Scopes. Review Phase I and II Environmental Reports and coordinate with Environmental Engineer (contracted by Owner) on a remediation approach.
    - Collect and review supplementary drawings and documentation of existing historic structure.
    - Review development standards and processes, project approvals, design criteria and code requirements

2.3 Site Investigation Coordination

- Provide assistance in review, coordination, and evaluation of site investigative proposals, work products, and reports to ensure deliverables adhere to and meet required criteria for regulatory processes and design needs.

2.4 Architectural Investigation Coordination

- Determine any additional investigative services required – i.e. 3D Building Scan or other exploratory services.
- Determine needs for non-basic investigation services. Develop scope outlines, proposals, work products, and reports to ensure deliverables adhere to and meet required criteria for regulatory processes and design needs.
- Assist in development and compilation of an Existing Conditions Summary that documents all investigative and compiled site conditions prior to initiating Architectural Programming.

2.5 Preliminary Demolition Diagram

- Develop a preliminary demolition diagram synthesizing existing conditions with potential future build-out for Owner review.

Task 3: Grant Support

3.1 Grant Support Tasks

- As-needed grant support by consultant team. Activities may include but are not limited to calculations, narratives, images, exhibits derived from tasks outlined above.
- Preliminary and Final grant preparation and submission by others.

Note: Task list is under development. Fee outlined below is for a bridge scope intended to facilitate mobilization of high-priority tasks per the City's needs, however, may not include all the services outlined above.

This work authorization initiates the following fees on an 'hourly-not to exceed' basis*, inclusive of direct expenses**, as supplemental to the Prime Agreement and subsequent Work Authorizations as outlined below:

SCHEDULE OF FEES:

Previous Project Fees

08/22/2023	*Work Authorization #01*	*Base Fee, Master Agreement*	*$500,000.00*
08/29/2024	*Work Authorization #02*	*Initial Traffic Study*	*$28,270.00*
03/12/2025	*Work Authorization #03a*	*Traffic Study Add-On*	*$13,950.00*
02/13/2026	*Work Authorization #03b*	*Master Plan Restart*	*$114,200.00*
03/31/2026	*Work Authorization #04*	*Part I: Site Investigation*	*$182,237.00*
		Previous Project Fee Total	*$838,657.00*

Additional Services Fee

06/10/2026	Work Authorization #05a	Part II: Bridge Scope	$100,000.00
		Additional Services Fee Total	**$100,000.00**

**See attached, Exhibit 'A' for hourly rates.*

***Direct expenses may include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All air travel, if required, will be by business class.*

COMPENSATION

PROJECT FEE: $ 838,657.00 ☐ HOURLY ☒ LUMP SUM

ADDITIONAL SERVICES FEE: $100,000.00 ☒ HOURLY NTE ☐ LUMP SUM

PROJECT EXPENSES: included above **TOTAL PROJECT FEES:** $938,657.00

AUTHORIZATION

MKSK: Brett Weidl

PRINT: Brett Weidl (MKSK)

DATE: 06/10/2026

CLIENT:

PRINT:

DATE:

EXHIBIT A

PROFESSIONAL FEE RATE SCHEDULE

MKSK



PROFESSIONAL FEES 2026	
Principal	$ 360
Associate Principal	$ 290
Senior Associate	$ 270
Associate	$ 240
Landscape Architect III	$ 190
Landscape Architect II	$ 170
Landscape Architect I	$ 150
Urban Planner III	$ 190
Urban Planner II	$ 170
Urban Planner I	$ 150
Intern	$ 100
Administration	$ 100

PLOTTING & PRINTING COSTS 2026	
B/W Copy 8.5" x 11" – Per Sheet	$ 0.10
B/W Copy 11" x 17"– Per Sheet	$ 0.20
B/W Large Format Print – Per Sq. Ft.	$ 0.30
Color Copy 8.5" x 11" – Per Sheet	$ 1.00
Color Copy 11" x 17" - Per Sheet	$ 2.00
Color Large Format Print – Per Sq. Ft.	$ 4.00

MILEAGE RATE

Mileage @ IRS rate is $0.70 per mile

Effective January 2026

EXHIBIT A

LAKE FLATO

2026 Hourly Rates*:

Projects are billed monthly based on the percentage of work completed. Hourly rates for deferred and additional services (time and materials) are as follows:

Partner (Matt W.)	$380.00/hr.
Associate Partner	$285.00/hr
Senior Associate	$235.00/hr.
Associate	$230.00/hr.
Architect II	$190.00/hr.
Architect I	$170.00/hr.
Designer	$140.00/hr.
Intern	$ 90.00/hr.

*Lake Flato Hourly Rates are updated annually and are subject to change. Hourly Rates charged will reflect these updates.

EXHIBIT A

Streamline Architects 2026 standard hourly rates:

Principal Architect	$225 per hour
Senior Architect | Studio Director	$185 per hour
Senior Architect	$175 per hour
Project Architect	$160 per hour
Senior Project Manager	$145 per hour
Project Manager	$130 per hour
Graphic Designer	$100 per hour
Interior Design Library Manager	$100 per hour
Design Professional	$75 per hour
Consultants	available upon request

Compensation for professional services will be invoiced monthly and are due within 30 days. Streamline reserves the right to require full payment of outstanding balances prior to publication of the design documents. Payments by cash/check will be accepted at our office, or online via credit card or ACH. Transaction fees and postage are paid by the Client. Additional fees may apply if paying online. Failure to pay invoices within 30 days will receive a 10% compounded interest charge.

If this project is canceled by the Client after they offer the Authorization to Proceed and prior to the Completion of Construction, Streamline will invoice the Client for the services performed up to the date of cancellation at the rates listed.

EXHIBIT A

Engineers, Surveyors, Planners, Scientists

The table below includes the labor categories and rates we have used to calculate fees for this project. The actual billing rates can vary based on individuals assigned to the project. Rates may increase in 2027.

Project Manager	Sr. Engineer	Engineer II	Engineer I	Senior Environmental Scientist	Env. Scientist II	Senior Technician	Senior Archaeologist	Clerical
$ 255.00	$ 225.00	$ 180.00	$ 150.00	$ 215.00	$ 140.00	$ 120.00	$ 155.00	$ 90.00

EXHIBIT A

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2026

Classification	Regular Rate
Senior Principal 2	$ 350
Senior Principal	$ 325
Principal Senior Manager Senior Planner 2	$ 315
Senior Specialty Engineer 2 Senior Structural Engineer 2	$ 300
Senior Specialty Professional 2 Senior Civil Engineer 2	$290
Project Manager 2	$270
Senior Environmental Scientist 2	$260
Senior Architect 2 Senior Structural Engineer	$ 250
Senior Civil Engineer Senior Specialty Engineer Senior Specialty Professional Senior Environmental Scientist	$ 235
Project Manager	$ 230
Senior Planner	$ 225
Senior Administrative Specialist	$ 210
Senior Technician	$ 190
Project Environmental Scientist Project Civil Engineer Project Specialty Engineer Project Structural Engineer	$ 185
Project Planner Project Specialty Professional Civil Engineer Specialty Engineer Structural Engineer	$ 180
Administrative Specialist Specialty Professional Planner Project Technician	$ 160
Architect	$ 150
Environmental Scientist Technician	$ 135
Admin Coordinator	$120
Admin	$ 115

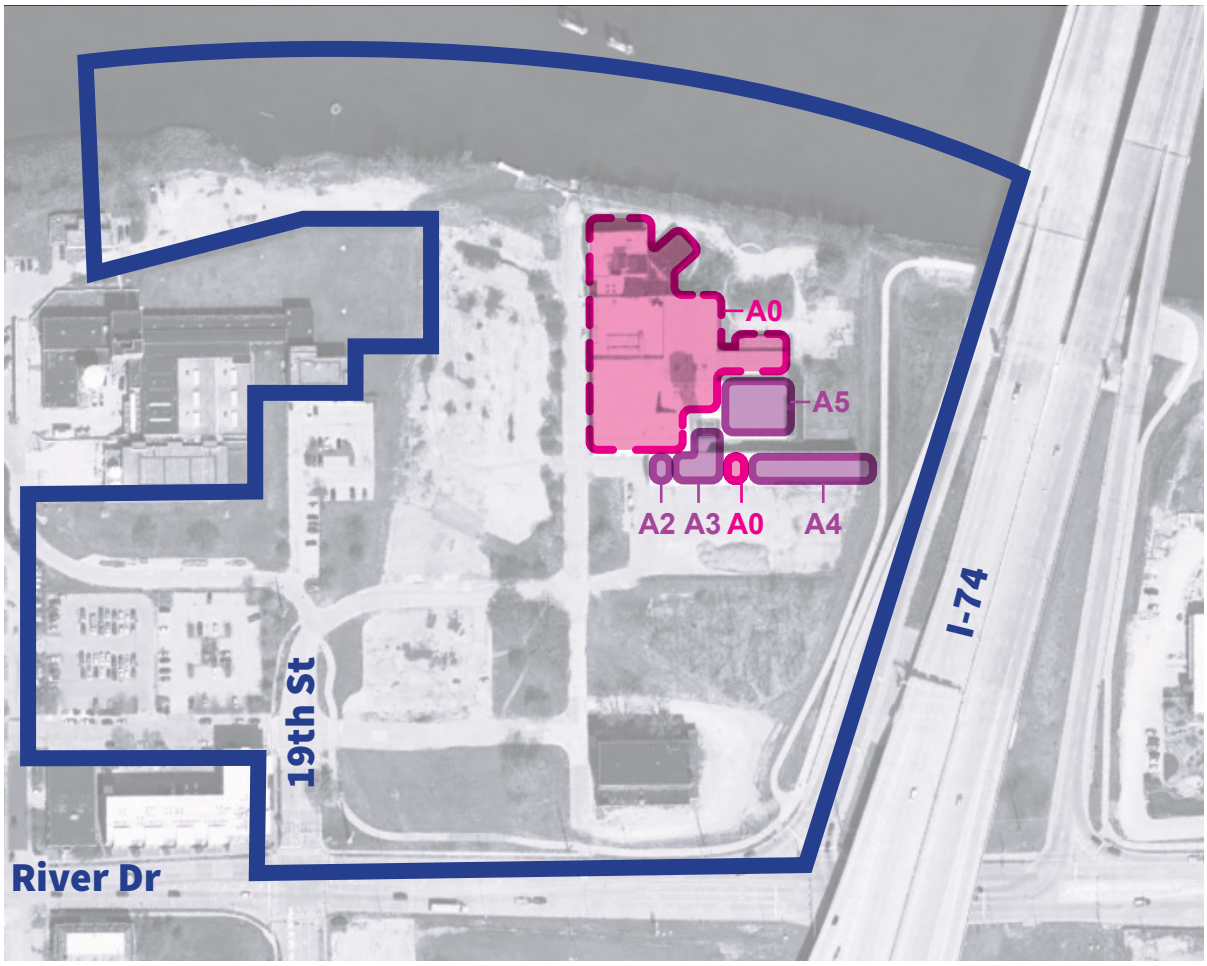
If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2027.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project.

Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

SITE LOCATION: EXISTING

MKSK



Existing BridgePointe Building

A0 Investigation for potential Demolition / Remediation of Existing Structure

BridgePointe Anchor Buildings

A2 Utility (Renovation)

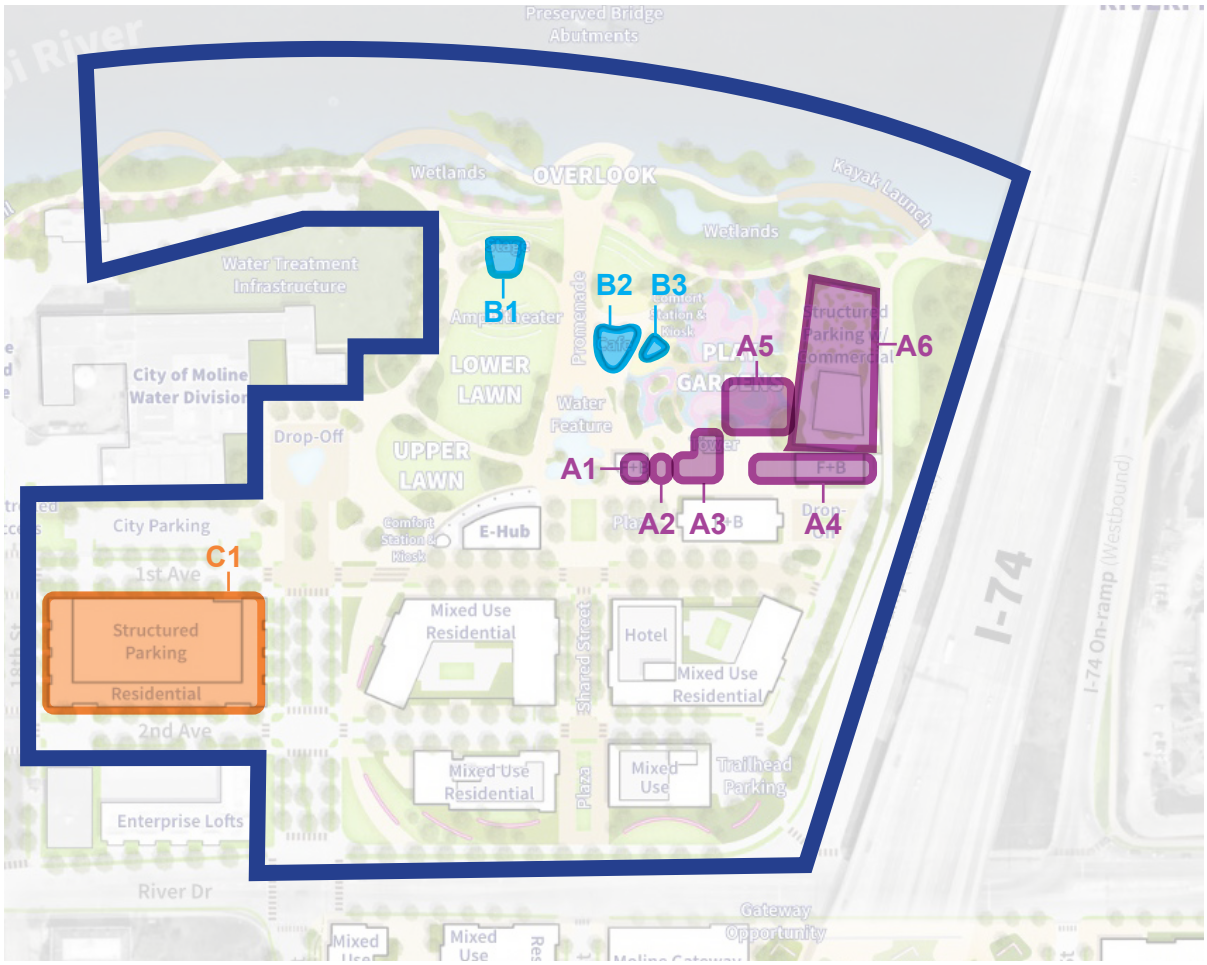
A3 Tower + Leased Space (Renovation/Adaptive Reuse)

A4 Rec Hub / Ex. Bridgepointe Building Loading Dock (Renovation/Adaptive Reuse)

A5 Parts Warehouse F+B / Ex. Bridgepointe Building Ballroom (Renovation/Adaptive Reuse)

SITE LOCATION: PROPOSED

MKSK



Scope A: BridgePointe Anchor Buildings

A1	West Food & Beverage Building (New Construction)
A2	Utility (Renovation)
A3	Tower + Leased Space (Renovation/Adaptive Reuse)
A4	Rec Hub / Ex. Bridgepointe Building Loading Dock (Renovation/Adaptive Reuse)
A5	Parts Warehouse F+B / Ex. Bridgepointe Building Ballroom (Renovation/Adaptive Reuse)
A6	East Parking Garage & Commercial Building (New Construction)

Scope B: Park Buildings

B1	Amphitheater Stage & Overhead Structure (New Construction)
B2	Park Café (New Construction)
B3	Comfort Station (New Construction)

Scope C: Parking Garage Anchor Buildings

C1	East Parking Garage & Commercial Building (New Construction)

Note: All building assumptions including area, placement and program reflected in Master Plan are subject to change during Programming Design Phase.

TEAM ORGANIZATION

MKSK

CITY WORKING GROUPS

Executive Working Group

Focus:
Responsible for overall project oversight and coordination among the other groups

Members:
Bob Vitas (Chair)
Barry Dykhuizen (Co-Chair)
Mayor Rayapati
Bill Atkins
Chris Parr
Alex Elias
Macy McManus

Financial Working Group

Focus:
Explore funding opportunities for improvements; prepare/contract out grant applications; prepare structured financial plan for Master Plan Implementation

Members:
Carol Barnes (Chair)
Lupe Ramirez (Co-Chair)
Bob Vitas
Barry Dykhuizen
Dawn Temple
Tara Osbourne
Chris Parr
Daniel Davies
Macy McManus

Technical Working Group

Focus:
Review/prepare/deliver engineering design development plans; coordinate with consulting engineers and other governmental agencies for permitting matters, approvals, etc.

Members:
Barry Dykhuizen(Chair)
Chis Mathias (Co-Chair)Jennifer Bizzarri
Laura Klauer
Denver Schmitt
Sarah Mark
Laura Williamson
Andy Parer
Eric Griffith
Chris Parr
Macy McManus

CITY LEADERSHIP

Bob Vitas Chris Parr Denver Schmitt

CITY OF MOLINE

- EnviroNET — Environmental Engineer
- CCTV Sewer Televising — City of Moline

CONSULTANT TEAM

MKSK

PRIME LANDSCAPE ARCHITECT

Brett Weidl
PLA, ASLA, LEED AP, Principal
Principal in Charge
Urban Design, Landscape Architect





Kelly Murphy
ASLA, PLA, WEDG, Associate Principal
Project Manager
Urban Design, Landscape Architect

SUB-CONSULTANT TEAM

- IMEG Corp — Site Surveyor
- Terracon — Geotechnical Engineer
- Lake Flato — Architect Scope 'B'
- Streamline — Architect Scope 'A'
- CMT — Site Civil Engineer, Site Structural Engineer, Site Electrical Engineer
- EMH&T — Site Floodway Engineer
- ICF — Grant Analysis and Preparation
- tbd — Cost Estimator
- Crystal Fountains — Water Feature Designer
- ETM Associates — Public Space Programming/ Maintenance
- (future) — Ecologist/ Biologist
- (future) — Audio/Visual/ Security/WiFi

Additional Consultants for Future Part III Schematic Design

RESPONSIBILITY MATRIX

MKSK

MOLINE RIVERFRONT PART II Existing Conditions Analysis, Architectural Programming and Demolition Package	*BASIC SERVICES*								
	MKSK	**LAKE FLATO ARCHITECTS**	**STREAMLINE ARCHITECTS**	**CARR ENGINEERING**	**RTM ENGINEERING**	**CMT**	**CMT**	**EMH&T**	**ICF**
TASK	Project Prime / Landscape Architect	Architect - Scope B	Architect - Scope A	Structural Engineering (Scope A - Streamline Sub)	MEP Engineering (Scope A - Streamline Sub)	Site Civil Engineer	Site Structural / Electrical	Floodway / Storm Engineer	Grant Preparation
1.0-Existing Conditions Analysis									
1.1 Project Kickoff and Discovery	**Lead**	Lead - Arch 'B'	Lead - Arch 'A'	Assist	Assist	Assist	Assist	Assist	n/a
1.2 Existing Conditions Review	**Lead**	Lead - Arch 'B'	Lead - Arch 'A'	Assist	Assist	Assist	Assist	Assist	n/a
1.3 Site Investigation Coordination	**Lead**	n/a	n/a	Assist	Assist	Assist	Assist	Assist	n/a
1.4 Architectural Investigation Coordination	Assist	n/a	Lead - Arch 'A'	Assist	Assist	n/a	n/a	n/a	n/a
1.5 Preliminary Demolition Diagram	Assist	n/a	Lead - Arch 'A'	Assist	Assist	tbd	tbd	tbd	n/a
2.0-Architectural Programming									
2.1 Architectural Programming Workshop	Assist	Lead - Arch 'B'	Lead - Arch 'A'	n/a	n/a	n/a	n/a	n/a	n/a
2.2 Precedent Study & Prelim Programming	Assist	Lead - Arch 'B'	Lead - Arch 'A'	n/a	n/a	n/a	n/a	n/a	n/a
2.3 Final Programming Options	Assist	Lead - Arch 'B'	Lead - Arch 'A'	n/a	n/a	n/a	n/a	n/a	n/a
2.4 Final Demolition Diagram	Assist	n/a	Lead - Arch	n/a	n/a	Assist	n/a	Assist	n/a
3.0-Demolition Package & Permitting									
3.1 Demolition Package	Assist	n/a	Lead - Arch	Assist	Assist	Assist	n/a	Assist	n/a
3.2 Demolition Permitting	Assist	n/a	Lead - Arch	Assist	Assist	Assist	n/a	Assist	n/a
4.0-Demolition Bidding									
4.1 Demolition Bidding	Assist	n/a	Lead - Arch	Assist	Assist	Assist	n/a	Assist	n/a
5.0-Demolition Construction Administration									
5.1 Construction Administration	Assist	n/a	Lead - Arch	Assist	Assist	Assist	n/a	n/a	n/a
6.0- Grant Support									
6.1 As-needed Grant Support	Assist	Assist	Assist	n/a	n/a	Assist	n/a	Assist	**Lead - BRIC**
7.0- Project Management									
7.1 Scope / Team Development	**Lead**	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
7.2 Project Management	**Lead**	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

SUGGESTED ACTION: Approval

ATTACHMENTS:
POL RES Amy - Darren-Axon with Translation Contract-EXP.pdf
POL RES Amy - Darren-Axon with Translation Contract-CB x.pdf
POL RES Amy - Darren-Axon with Translation Contract-ATT.pdf

A Resolution authorizing the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

Explanation: City staff has identified an opportunity to upgrade the Police Department's existing Axon body camera contracted services to add real-time artificial intelligence translation. This service will help facilitate mutual understanding when a human interpreter is not immediately available by providing audio translations of speech across 60 languages through the camera, delivered in seconds. The contract is fully funded by the Department of Commerce and Economic Opportunity grant funds already received and will be paid in full to cover a five-year term from August 1, 2026, through July 31, 2031.

Staff Recommendation:	Approval
Fiscal Impact:	$145,889.10 over five years from police budget account 012-9901-418.06-65

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Chief of Police, on behalf of the City of Moline, to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years.

WHEREAS, the City of Moline is a diverse community with a wide variety of languages and cultures represented, including a population that is approximately 19.8 percent Hispanic and 3.6 percent Asian; and

WHEREAS, the Moline-Coal Valley School District serves approximately 1,400 multilingual students who speak over 60 different languages; and

WHEREAS, City staff has identified an opportunity to upgrade the Police Department's existing Axon body camera contracted services to add real-time artificial intelligence translation to facilitate mutual understanding when a human interpreter is not immediately available, with audio translations of speech across 60 languages through the camera, delivered in seconds; and

WHEREAS, funding for this contract is available from the Department of Commerce and Economic Opportunity replacement grant funds already received, and the funding will cover the cost of the added services for 60 months.

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

That the Chief of Police, on behalf of the City of Moline, is hereby authorized to accept a quote and execute a contract with Axon Enterprise, Inc., for AI Assistant software to upgrade the Police Department's in-car and body-worn camera systems to add real-time artificial intelligence translation for the amount of $145,889.10, for a term of five years; provided, however, that said agreement is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

Q-876191-46195DB

Issued: 06/22/2026

Quote Expiration: 07/10/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 106497

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Moline Police Department 1640 6th Ave Moline, IL 61265-2102 USA	Moline Police Department - IL 1640 6th Ave Moline IL 61265-2102 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel Birt Phone: Email: dbirt@axon.com Fax:	Darren Gault Phone: (309) 524-2231 Email: dgault@moline.il.us Fax: (309) 797-0415

Quote Summary

Program Length	60 Months
TOTAL COST	$145,889.10
ESTIMATED TOTAL W/ TAX	$145,889.10

Discount Summary

Average Savings Per Year	$3,241.98
TOTAL SAVINGS	$16,209.90

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$145,889.10	$0.00	$145,889.10
Total	**$145,889.10**	**$0.00**	**$145,889.10**

Quote Unbundled Price:	**$162,099.00**
Quote List Price:	**$162,099.00**
Quote Subtotal:	**$145,889.10**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
102011	AXON AI ASSISTANT	83	60		$32.55	$29.30	$145,889.10	$0.00	$145,889.10
Total							**$145,889.10**	**$0.00**	**$145,889.10**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	102011	AXON AI ASSISTANT	83	08/01/2026	07/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1640 6th Ave	Moline	IL	61265-2102	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	102011	AXON AI ASSISTANT	83	$145,889.10	$0.00	$145,889.10
Total				**$145,889.10**	**$0.00**	**$145,889.10**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

6/22/2026



AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - EXP.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - CB x.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - ATT1.pdf
ENG RES1 Hollan-Laura - Project 1539 2026 CDBG Sidewalk Improvement Project I - ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

Explanation: Bids were opened and publicly read on June 2, 2026, for Project #1539, 2026 CDBG Sidewalk Improvement Project I, with the following results:

$199,896.25	Langman Construction, Inc.
$207,460.50	Apollo Excavating Inc.
$212,024.25	Phoenix Corporation of the Quad Cities
$234,631.00	Centennial Contractors of the Quad Cities, Inc.

Langman Construction, Inc., submitted the lowest and most responsible and responsive bid.

This project includes the removal and replacement of concrete sidewalk in six (6) locations, as follows:

1. 1600 Block of 12th Street
2. 1100 Block of 16th Avenue
3. 1600 Block of 11th Street
4. 1400 Block of 9th Street
5. 900/1000 Blocks of 14th Avenue
6. 1600 Block of 9th Avenue

These sidewalks will be removed and replaced and ADA ramps installed. This project is being funded with Community Development Block Grant (CDBG) funding. Work will be completed by September 25, 2026.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
FY2025 Community Development Block Grant (CDBG) (Project Code NIP25)	$78,346.25	$78,346.25	230-0729-492.20-96
FY2026 Community Development Block Grant (CDBG) (Project Code NIP26)	$121,550.00	$121,550.00	230-0729-492.20-96

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25.

WHEREAS, bids were solicited and publicly read on June 2, 2026; and

WHEREAS, Langman Construction, Inc., submitted the lowest and most responsible and responsive bid; and

WHEREAS, this project includes the removal and replacement of concrete sidewalk in six (6) locations, as follows: 1600 Block of 12th Street, 1100 Block of 16th Avenue, 1600 Block of 11th Street, 1400 Block of 9th Street, 900/1000 Blocks of 14th Avenue, and 1600 Block of 9th Avenue; and

WHEREAS, $78,346.25 is budgeted in FY2025 Community Development Block Grant (CDBG) Funds and $121,550.00 is budgeted in FY2026 Community Development Block Grant (CDBG) Funds under Account 230-0729-492.20-96.

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 and attest to a contract with Langman Construction, Inc., for Project #1539, 2026 CDBG Sidewalk Improvement Project I, for the amount of $199,896.25; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest:
City Clerk

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED NINETY-SIX, AND 25/100 ($199,896.25) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1539, 2026 CDBG SIDEWALK IMPROVEMENT PROJECT I** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates are updated monthly by the Illinois Department of Labor and may be found on their website.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED NINETY-NINE THOUSAND, EIGHT HUNDRED NINETY-SIX, AND 25/100 ($199,896.25) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

Langman Construction, Inc.

By: DocuSigned by: Jave O'Brien 4BFC202A7C8645D...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

BOND NO. S062199

KNOW ALL MEN BY THESE PRESENTS: THAT Langman Construction, Inc. as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of One Hundred Ninety-Nine Thousand Eight Hundred Ninety-Six & 25/100--- Dollars, ($ 199,896.25) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 12th day of June, 2026, enter into a contract with the City of Moline, Illinois for:

2026 CDBG Sidewalk Improvement Project 1539

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of June, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Langman Construction, Inc.

Employers Mutual Casualty Company

Joseph A Martini, Attorney-in-Fact

State of Illinois
} ss:
County of Macon

On 12th day of June, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Joseph A Martini

known to me to be Attorney-in-Fact of Employers Mutual Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Joseph A Martini

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S062199	Langman Construction, Inc.	City of Moline

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals

SEAL SEAL 1863 1953 SEAL SEAL SEAL

Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President, Chief Legal Officer & Secretary of Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2026.

Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

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

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

PRODUCER
First Mid Insurance Group
PO Box 14
Forsyth IL 62535

CONTACT NAME: Adam Lewandowski
PHONE (A/C, No, Ext): 217-859-7065 **FAX (A/C, No):** 217-877-0795
E-MAIL ADDRESS: adam.lewandowski@firstmid.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West Bend Mutual Insurance Com	15350
INSURER B : Lloyd's of London	32727
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED LANGCON-02
Langman Construction, Inc.
220 34th Ave
Rock Island IL 61201

COVERAGES **CERTIFICATE NUMBER:** 1382498652 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B437792 02	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	B435994 02	10/1/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B A	Installation Floater Pollution Liability Leased/Rented Equipment			B437792 02 CPLI00969001 B437792 02	10/1/2025 9/23/2025 10/1/2025	10/1/2026 9/23/2026 10/1/2026	Limit Limit Limit	1,000,000 1,000,000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Section 1539 -2026 CDBG Sidewalk Improvement Project I
City of Moline and its employees are named as additional insured on the General Liability and Automobile on a primary non-contributory basis; subject to written contract Umbrella is following form. Waivers of insurance are awarded to City of Moline under the General Liability, Automobile, and Workers Compensation; subject to written contract. Umbrella is following form.

CERTIFICATE HOLDER

City of Moline
3635 4th Avenue
Moline IL 61265
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Haley Roberts

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and

2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:

a. Your premises; or

b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

(1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Bid Tab

City of Moline Project #1539 - 2026 CDBG Sidewalk Project I

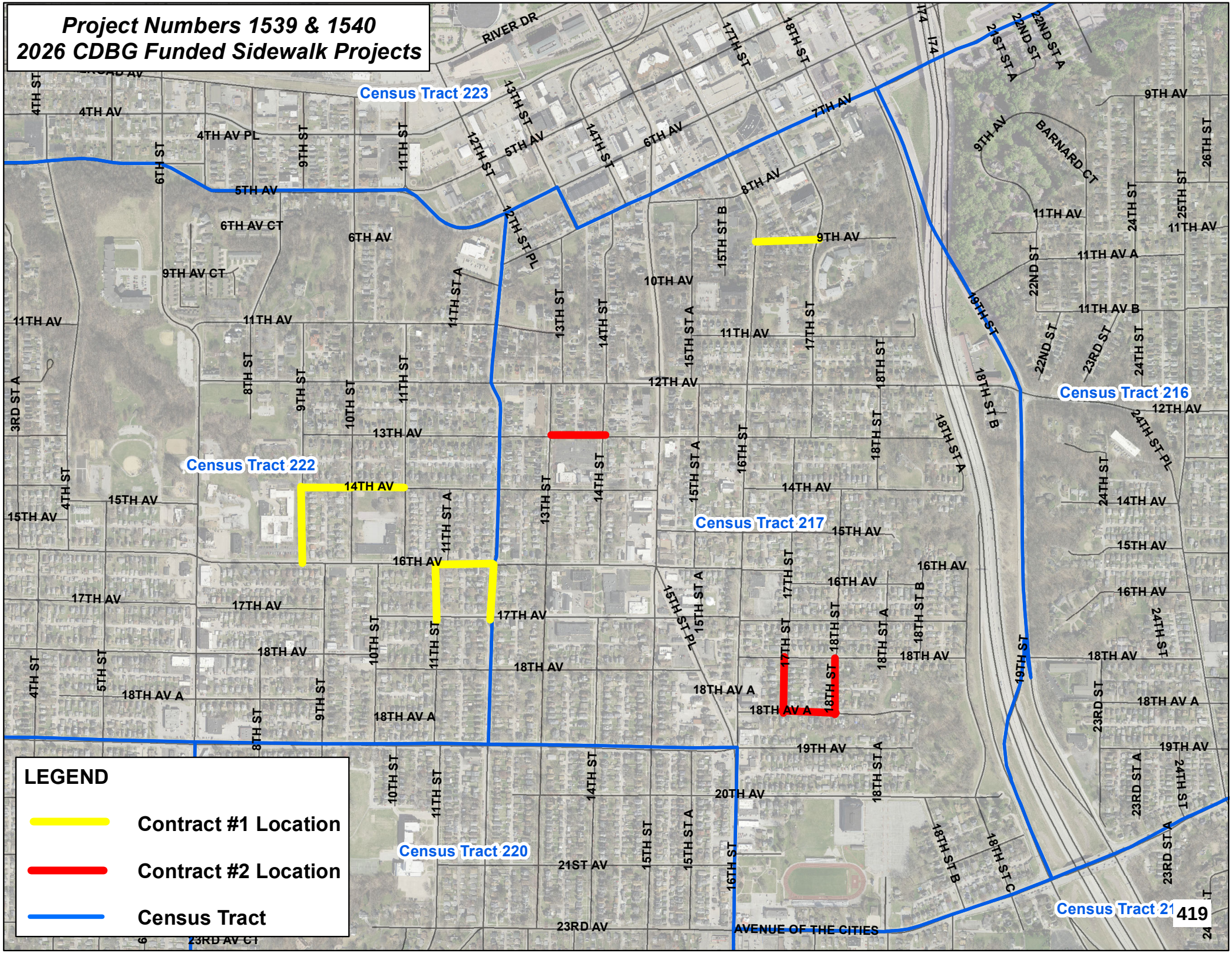
Bid Opening Date: Tuesday, June 2nd, 2026 at 11:00 AM

				Langman Construction, Inc		Apollo Excavating Inc.	
				Total Price	$199,896.25	Total Price	$207,460.50
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2775	SQ YD	$1.50	$4,162.50	$10.00	$27,750.00
2	SIDEWALK REMOVAL	12730	SQ FT	$1.60	$20,368.00	$1.50	$19,095.00
3	PCC SIDEWALK, 4"	11875	SQ FT	$11.00	$130,625.00	$9.50	$112,812.50
4	PCC SIDEWALK RAMP, 6"	770	SQ FT	$11.00	$8,470.00	$13.00	$10,010.00
5	DETECTABLE WARNINGS	145	SQ FT	$60.00	$8,700.00	$60.00	$8,700.00
6	CLASS B PATCHING, SPECIAL	139	SQ YD	$115.00	$15,985.00	$120.00	$16,680.00
7	DRIVEWAY PAVEMENT REMOVAL	67	SQ YD	$10.00	$670.00	$19.00	$1,273.00
8	PCC DRIVEWAY PAVEMENT	67	SQ YD	$100.00	$6,700.00	$90.00	$6,030.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	73	FOOT	$57.75	$4,215.75	$70.00	$5,110.00

				Phoenix Corporation of the Quad Cities		Centennial Contractors of the Quad Cities, Inc.	
				Total Price	$212,024.25	Total Price	$234,631.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2775	SQ YD	$3.50	$9,712.50	$10.00	$27,750.00
2	SIDEWALK REMOVAL	12730	SQ FT	$1.85	$23,550.50	$2.00	$25,460.00
3	PCC SIDEWALK, 4"	11875	SQ FT	$10.00	$118,750.00	$11.00	$130,625.00
4	PCC SIDEWALK RAMP, 6"	770	SQ FT	$16.50	$12,705.00	$18.00	$13,860.00
5	DETECTABLE WARNINGS	145	SQ FT	$46.00	$6,670.00	$50.00	$7,250.00
6	CLASS B PATCHING, SPECIAL	139	SQ YD	$150.00	$20,850.00	$130.00	$18,070.00
7	DRIVEWAY PAVEMENT REMOVAL	67	SQ YD	$24.50	$1,641.50	$18.00	$1,206.00
8	PCC DRIVEWAY PAVEMENT	67	SQ YD	$142.25	$9,530.75	$90.00	$6,030.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	73	FOOT	$118.00	$8,614.00	$60.00	$4,380.00

Contracts 1539 & 1540
2026 CDBG Funded Sidewalk Improvements

Location	Side of Street	2024 SW Rating	Census Tract	Contract 1 or 2
13th Ave - 13th to 14th Street	North	2	217	2
12th St - 16th to 17th Ave	West	3	222	1
16th Ave - 11th to 12th Street	South	1	222	1
11th St - 16th to 17th Ave	Both	1 East 3 West	222	1
18th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
17th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
18th Ave A - 17th to 18th	Both	1 North 2 South	217	2
9th St - 14th to 16th Ave	East	2	222	1
14th Ave - 10th to 11th Street	North	1	222	1
14th Ave - 9th to 10th Street	Both	2	222	1
9th Ave - 16th to 17th St	South	1	217	1


Project Numbers 1539 & 1540
2026 CDBG Funded Sidewalk Projects
Census Tract 223
Census Tract 222
Census Tract 217
Census Tract 216
Census Tract 220
Census Tract 21
LEGEND
Contract #1 Location
Contract #2 Location
Census Tract
RIVER DR
4TH AV
4TH AV PL
5TH AV
6TH AV CT
6TH AV
9TH AV CT
7TH AV
8TH AV
9TH AV
10TH AV
11TH AV
11TH AV A
11TH AV B
12TH AV
13TH AV
14TH AV
15TH AV
16TH AV
17TH AV
18TH AV
18TH AV A
19TH AV
20TH AV
21ST AV
23RD AV
23RD AV CT
AVENUE OF THE CITIES
BARNARD CT
12TH ST PL
15TH ST B
18TH ST B
18TH ST C
18TH ST A
24TH ST PL
23RD ST A
419

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

SUGGESTED ACTION: Approval

ATTACHMENTS:
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - EXP.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - CB x.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - ATT1.pdf
ENG RES2 Hollan-Laura - Project 1540 2026 CDBG Sidewalk Improvement Project II - ATT2 (MAP).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

Explanation: Bids were opened and publicly read on June 2, 2026, for Project #1540, 2026 CDBG Sidewalk Improvement Project II, with the following results:

$178,450.00	Langman Construction, Inc.
$195,340.00	Apollo Excavating Inc.
$199,480.75	Phoenix Corporation of the Quad Cities
$220,925.00	Centennial Contractors of the Quad Cities, Inc.

Langman Construction, Inc., submitted the lowest and most responsible and responsive bid.

This project includes the removal and replacement of concrete sidewalk in four (4) locations, as follows:

1. 1300 Block of 13th Avenue
2. 1800 Block of 18th Street
3. 1800 Block of 17th Street
4. 1700 Block of 18th Avenue A

These sidewalks will be removed and replaced and ADA ramps installed. This project is being funded with Community Development Block Grant (CDBG) funding. Work will be completed by September 25, 2026.

Staff Recommendation: Approval
Fiscal Impact: Funds are budgeted as detailed below:

ACCOUNT	BUDGET	AS-BID	ACCOUNT NO.
FY2026 Community Development Block Grant (CDBG) (Project Code NIP26)	$178,450	$178,450	230-0729-492.02-96

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450.

WHEREAS, bids were solicited and publicly read on June 2, 2026; and

WHEREAS, Langman Construction, Inc., submitted the lowest and most responsible and responsive bid; and

WHEREAS, this project includes the removal and replacement of concrete sidewalk in four (4) locations, as follows: 1300 Block of 13th Avenue, 1800 Block of 18th Street, 1800 Block of 17th Street, and 1700 Block of 18th Avenue A; and

WHEREAS, $178,450 is budgeted in FY2026 Community Development Block Grant (CDBG) Account 230-0729-492.02-96.

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 and attest to a contract with Langman Construction, Inc., for Project #1540, 2026 CDBG Sidewalk Improvement Project II, for the amount of $178,450; provided, however, that said contract is in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A.

CITY OF MOLINE, ILLINOIS

Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest:
City Clerk

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

CITY OF MOLINE
CONTRACT

THIS AGREEMENT, made and concluded on _____,

between **LANGMAN CONSTRUCTION, INC.** of **220 34TH AVENUE, ROCK ISLAND, IL 61201** hereinafter referred to as the "CONTRACTOR," and the CITY OF MOLINE, ILLINOIS, hereinafter referred to as the "CITY;"

WITNESSETH, that the CONTRACTOR for and in consideration of the payments to be made to it by the CITY in the amount of **ONE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY, AND 00/100 ($178,450.00) DOLLARS** hereby covenants and agrees, to and with the CITY, that it shall and will in good and workmanlike manner, furnish all the labor and material for **PROJECT #1540, 2026 CDBG SIDEWALK IMPROVEMENT PROJECT II** as set out in the contract documents. Contract documents include: Bid Documents, Bidding Instructions, Contractor Certifications, Performance, Labor, Material and Maintenance Bond, Insurance Requirements, Bidding requirements and contract administration shall be in accordance with the "Standard Specifications for Road and Bridge Construction" prepared by the Department of Transportation, State of Illinois, adopted January 1, 2022, subsequently modified by the "Supplemental Specifications and Recurring Special Provisions" adopted January 1, 2024, the 2023 Moline Supplemental Specifications, and the project Special Provisions (collectively the "Contract Documents"). Such work to be under the direction and to the satisfaction of the City Engineer, and in accordance with the Contract Documents, which are a part of this contract. The work to be commenced not later than 10 days after the execution of this contract; to progress regularly and uninterruptedly after it shall have been begun excepting as shall otherwise be ordered by the City Council of the City of Moline (hereinafter referred to as the "City Council"), or its authorized representative, and shall be finished and fully completed within the timeframe set forth in the Contract Documents; the time of commencement, rate of progress and time of completion being essential conditions of this contract; PROVIDED, however that if the time of the performance of the

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

contract herein be for any reason either expressly or by implication extended, such extension shall not affect the validity of this contract.

The Contractor further agrees that the unit prices submitted are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply. When this contract shall be wholly carried out and completed on the part of the Contractor, and when said work has been accepted by the City, a sum of money shall be computed by multiplying the following unit prices by the quantity of items completed, it being understood that the following total sum of money listed is for the purpose of determining the amount of the performance, labor, material and maintenance bond only. Such payment shall be made as provided for in the said Contract Documents.

This Contract calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors, subcontractors, and truckers to pay laborers, workers, and mechanics performing services on public works projects not less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. The prevailing wage rates are updated monthly by the Illinois Department of Labor and may be found on their website.

All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. All contractors and subcontractors shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons and shall preserve their weekly payroll records for a period of three (3) years from the date of completion of the contract. Weekly certified payrolls shall be submitted to the Illinois Department of Labor through its web portal. For further information, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol.

Docusign Envelope ID: C97E2519-5667-815E-838E-9F5FD99D8BF1

It is further provided that the CONTRACTOR shall upon the sealing of this contract, file with the CITY a good and sufficient bond in the penal sum of **ONE HUNDRED SEVENTY-EIGHT THOUSAND, FOUR HUNDRED FIFTY, AND 00/100 ($178,450.00) DOLLARS** conditioned upon the faithful performance and execution of the work covered by this contract according to the Contract Documents and full and complete drawings, profiles and models therefore, and according to the terms and conditions of this contract, and conditioned also that the CONTRACTOR shall pay all debts incurred by said CONTRACTOR in the prosecution of such work, including those for labor and materials furnished. The CONTRACTOR further agrees to pay liquidated damages as set forth in the specifications for failure to complete the Project by the date specified.

IN WITNESS WHEREOF, the said Parties have executed these presents on the date above mentioned.

CONTRACTOR:

Langman Construction, Inc.

By: DocuSigned by: Dave O'Brien 4BFC202A7C8645D...

President

CITY:

CITY OF MOLINE, ILLINOIS

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

PERFORMANCE, LABOR, MATERIAL AND MAINTENANCE BOND

BOND NO. S062200

KNOW ALL MEN BY THESE PRESENTS: THAT Langman Construction, Inc., as Principal, and Employers Mutual Casualty Company, as Surety, are held and firmly bound to the City of Moline, Illinois, in the sum of One Hundred Seventy-Eight Thousand Four Hundred Fifty & 00/100--- Dollars, ($ 178,450.00) to be paid to the City of Moline, Illinois and for the lawful payment of said sum, we and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors, and assigns firmly by these presents.

The condition of this bond is such that:

WHEREAS, the above-named principal did on the 12th day of June, 2026, enter into a contract with the City of Moline, Illinois for:

2026 CDBG Sidewalk Improvement Project 1540

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract of his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Illinois and all of the ordinances of the City of Moline, Illinois, applicable to the aforesaid contract and this bond and conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated;

2. Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with construction with the work aforedescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made shall have been so specified;

3. Maintain any public improvement installed or constructed under said contract from defective material or workmanship in said work for a period of one (1) year from the date of acceptance of said work.

Then this obligation shall be void, otherwise, it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of 30 ILCS 550/1 et seq. (Ill Compiled Statutes). Further, the principal and surety on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the City of Moline will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or material furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the City of Moline and the principal has been made.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work or because of extensions of time for the performances of the work and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extension of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right to sue upon such bond in the name of the City of Moline, Illinois for his use and benefit for the recovery of such payment. It is further agreed that no such suit shall be instituted until the expiration of one hundred and twenty (120) days after the date of the last item of work or the furnishing of the last item of materials except in the case where final settlement between the City of Moline and the contractor shall have been prior to the expiration of the 120-day period, in which case, action may be taken immediately

following such final settlement; nor shall any action of any kind be brought later than six (6) months after the acceptance by the City of Moline of the work. Any person making claim as aforesaid, must provide notice of said claim as provided in 30 ILCS 550/2. However, defects in the notice shall not deprive the claimant of his right to action, unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party.

It is expressly agreed that this bond is also given as a guaranty against defective material or workmanship in the work covered by the contract and as a guaranty that all of said work shall remain in good condition for one year from the date of acceptance of same; provided no suit shall be commenced upon said guarantees more than one (1) year and forty-five (45) days following the acceptance of the said work.

In addition to any other remedies which may be had by the City of Moline, Illinois, under this bond, the City may, in case of default or abandonment of the contract herein before referred to, notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and within fifteen (15) days from said notice to notify the City of Moline of the intention to proceed toward completion of the improvements or to pay the City of Moline the value of the bond less the contract cost of the work completed on the date of notice by the City and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvements in accordance with the contract aforesaid; and, in the event of default on the part of the surety to proceed to complete as aforesaid, the City of Moline shall have the right:

A. To itself complete the work and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, etc., and all other ordinary and reasonable expenses in connection with completion of the work; or

B. At the election of the City of Moline, the City may relet the contract and the said City of Moline, Illinois, is hereby appointed and constituted trustee for and on behalf of the property owners affected by said contract to collect, and, if necessary, sue on behalf of such property owners for any loss they may sustain by reasons of the principal's default or abandonment of his aforementioned contract with the City.

Failure of the surety to provide notice to the City within fifteen (15) days from the date of notice of default of principal shall make the surety liable for the full value of damage to the City of Moline notwithstanding any limit on obligation contained hereinabove.

The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Rock Island County, Illinois, and the parties hereto expressly waive all rights to venue inconsistent herewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day of June, 2026, or have caused these presents to be executed by our authorized agent on the same day and year.

Langman Construction, Inc.

Employers Mutual Casualty Company

Joseph A Martini, Attorney-in-Fact

State of Illinois
} ss:
County of Macon

On 12th day of June, 2026 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Joseph A Martini

known to me to be Attorney-in-Fact of Employers Mutual Casualty Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L Ater
(Notary Public)

CATHERINE L ATER
NOTARY PUBLIC, NOTARY SEAL
STATE OF ILLINOIS, MACON COUNTY
COMMISSION # 894369
MY COMMISSION EXPIRES: MAY 07, 2027

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Joseph A Martini

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Number	Principal:	Obligee:
S062200	Langman Construction, Inc.	City of Moline

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

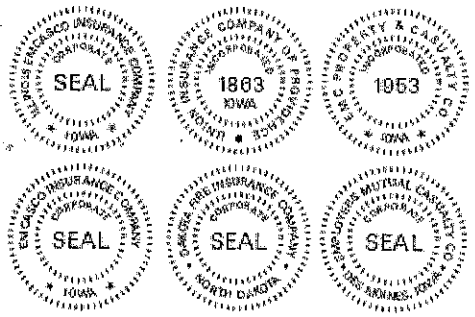
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

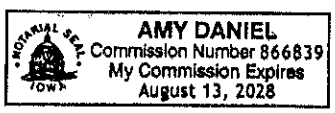
Seals



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.



My Commission Expires August 13, 2028.

Amy Daniel
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2026.

Ryan J. Springer
Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/26/2026

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

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

PRODUCER First Mid Insurance Group PO Box 14 Forsyth IL 62535	**CONTACT NAME:** Adam Lewandowski **PHONE (A/C, No, Ext):** 217-859-7065 **FAX (A/C, No):** 217-877-0795 **E-MAIL ADDRESS:** adam.lewandowski@firstmid.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** West Bend Mutual Insurance Com / 15350 **INSURER B :** Lloyd's of London / 32727 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED LANGCON-02 Langman Construction, Inc. 220 34th Ave Rock Island IL 61201	

COVERAGES **CERTIFICATE NUMBER:** 1834984373 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B437792 02	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	B437792 02	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	B435994 02	10/1/2025	10/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B A	Installation Floater Pollution Liability Leased/Rented Equipment			B437792 02 CPLI00969001 B437792 02	10/1/2025 9/23/2025 10/1/2025	10/1/2026 9/23/2026 10/1/2026	Limit Limit Limit	1,000,000 1,000,000 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Section 1540 -2026 CDBG Sidewalk Improvement Project II
City of Moline and its employees are named as additional insured on the General Liability and Automobile on a primary non-contributory basis; subject to written contract Umbrella is following form. Waivers of insurance are awarded to City of Moline under the General Liability, Automobile, and Workers Compensation; subject to written contract. Umbrella is following form.

CERTIFICATE HOLDER

City of Moline
3635 4th Avenue
Moline IL 61265
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Haley Roberts

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability for "bodily injury", "property damage' or "personal and advertising injury" caused in whole or in part, by:
   - **a.** Your premises; or
   - **b.** Your negligent acts or omissions in connection with "Your work" for that additional insured.

   However:
   - **a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
   - **b**. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
   - **a.** "Bodily injury" or "property damage" occurring after:
     - **(1**) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
     - **(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
   - **b.** "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;
   - **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   - **b.** Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Bid Tab

City of Moline Project #1540 - 2026 CDBG Sidewalk Improvement Project II

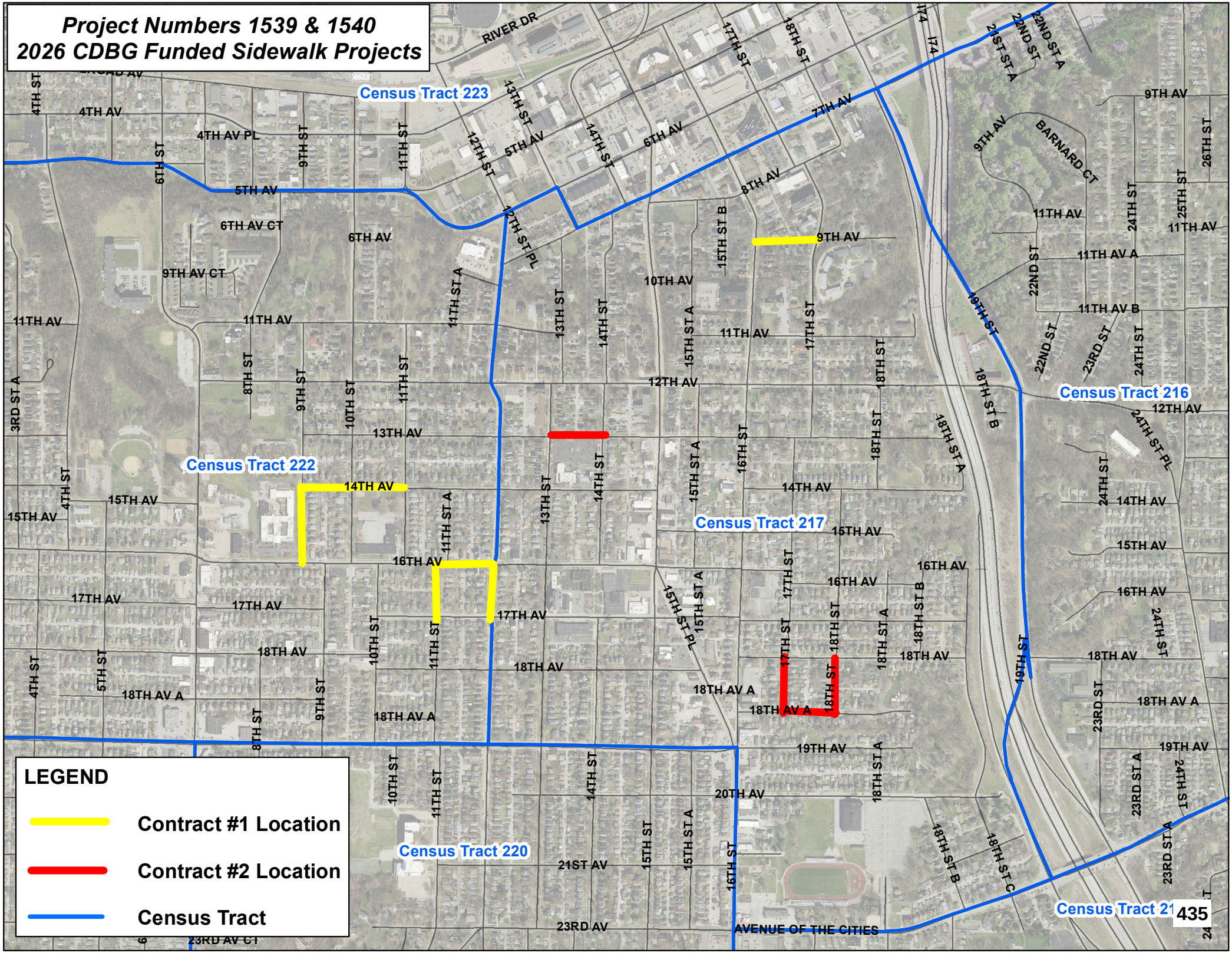
Bid Opening Date: Tuesday, June 2nd, 2026 at 11:00 AM

				Langman Construction, Inc		Apollo Excavating Inc.	
				Total Price	$178,450.00	Total Price	$195,340.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2725	SQ YD	$1.50	$4,087.50	$10.00	$27,250.00
2	SIDEWALK REMOVAL	12205	SQ FT	$1.50	$18,307.50	$1.50	$18,307.50
3	PCC SIDEWALK, 4"	11195	SQ FT	$10.00	$111,950.00	$9.50	$106,352.50
4	PCC SIDEWALK RAMP, 6"	910	SQ FT	$12.50	$11,375.00	$13.00	$11,830.00
5	DETECTABLE WARNINGS	160	SQ FT	$65.00	$10,400.00	$60.00	$9,600.00
6	CLASS B PATCHING, SPECIAL	74	SQ YD	$115.00	$8,510.00	$120.00	$8,880.00
7	DRIVEWAY PAVEMENT REMOVAL	60	SQ YD	$20.00	$1,200.00	$19.00	$1,140.00
8	PCC DRIVEWAY PAVEMENT	60	SQ YD	$85.00	$5,100.00	$90.00	$5,400.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	94	FOOT	$80.00	$7,520.00	$70.00	$6,580.00

				Phoenix Corporation of the Quad Cities		Centennial Contractors of the Quad Cities, Inc.	
				Total Price	$199,480.75	Total Price	$220,925.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	LAWN RESTORATION	2725	SQ YD	$3.50	$9,537.50	$10.00	$27,250.00
2	SIDEWALK REMOVAL	12205	SQ FT	$1.85	$22,579.25	$2.00	$24,410.00
3	PCC SIDEWALK, 4"	11195	SQ FT	$10.00	$111,950.00	$11.00	$123,145.00
4	PCC SIDEWALK RAMP, 6"	910	SQ FT	$16.50	$15,015.00	$18.00	$16,380.00
5	DETECTABLE WARNINGS	160	SQ FT	$46.00	$7,360.00	$50.00	$8,000.00
6	CLASS B PATCHING, SPECIAL	74	SQ YD	$147.50	$10,915.00	$130.00	$9,620.00
7	DRIVEWAY PAVEMENT REMOVAL	60	SQ YD	$24.00	$1,440.00	$18.00	$1,080.00
8	PCC DRIVEWAY PAVEMENT	60	SQ YD	$163.00	$9,780.00	$90.00	$5,400.00
9	COMBINATION CURB AND GUTTER REMOVE AND REPLACE	94	FOOT	$116.00	$10,904.00	$60.00	$5,640.00

Contracts 1539 & 1540
2026 CDBG Funded Sidewalk Improvements

Location	Side of Street	2024 SW Rating	Census Tract	Contract 1 or 2
13th Ave - 13th to 14th Street	North	2	217	2
12th St - 16th to 17th Ave	West	3	222	1
16th Ave - 11th to 12th Street	South	1	222	1
11th St - 16th to 17th Ave	Both	1 East 3 West	222	1
18th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
17th St - 18th to 18th Ave A	Both	2 East 1 West	217	2
18th Ave A - 17th to 18th	Both	1 North 2 South	217	2
9th St - 14th to 16th Ave	East	2	222	1
14th Ave - 10th to 11th Street	North	1	222	1
14th Ave - 9th to 10th Street	Both	2	222	1
9th Ave - 16th to 17th St	South	1	217	1


Project Numbers 1539 & 1540
2026 CDBG Funded Sidewalk Projects
Census Tract 223
Census Tract 222
Census Tract 217
Census Tract 216
Census Tract 220
Census Tract 21
LEGEND
Contract #1 Location
Contract #2 Location
Census Tract
435

AGENDA ITEM DETAIL
July 7, 2026

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

SUGGESTED ACTION: Approval

ATTACHMENTS:
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-EXP.pdf
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-CB xg.pdf
CED RES1 Amy-ChrisP-Scout Sales Tax Rebate Agreement-3620 38 Ave-ATT (AGREEMENT).pdf

A Resolution authorizing the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

Explanation: The City of Moline ("City") previously approved Resolution No. 1093-2025 authorizing execution of a Purchase and Sale Agreement to convey the property located at 3620 38th Avenue to Scout Capital Group, LLC ("Buyer"). Through Resolution No. 1093-2025, the Mayor and City Clerk were also authorized to execute all supporting documents contemplated with the Purchase and Sale Agreement, consistent with the terms outlined therein. One such supporting document is the Economic Incentive Agreement which outlines the rebate of a portion of sales tax received by the City through the operation of the proposed commercial project.

Buyer has completed the site plan design as necessary to deliver the proposed commercial project and said site plan design has been reviewed by the City and the Illinois Department of Transportation ("IDOT"), as the adjacent property owner, to determine the responsibilities and requirements of the site for infrastructure purposes. With the determination of the responsibilities and requirements of the site infrastructure, including the additional requirement of on-site stormwater detention, all cost impacts to make the site viable for development, deliver the proposed commercial project, and benefit the surrounding properties for future development are now quantified.

With this quantification of costs, the City and Buyer can finally determine the level of economic incentive needed to deliver the proposed commercial project. The City and Buyer desire to enter into an Economic Incentive Agreement in the amount of Five Hundred Ninety-Five Thousand Dollars ($595,000) in sales tax rebates to Buyer for a period not to exceed seven (7) years, upon specific operational and performance requirements of Buyer. The sales tax rebate will be paid from the sales tax revenue received from the operation of the business upon a split basis of 80% to the Buyer and 20% remaining with the City, until the first to occur of reaching the maximum rebate of $595,000 or the end of the seven-year period after placed in service.

Staff Recommendation: Approval

Fiscal Impact: Buyer is investing $3,100,000 in site development resulting in an estimated additional $4,100,000 in restaurant development. City incentives are limited to $595,000, representing roughly 19% of site costs and 8% of total development costs, in sales tax rebates payable from sales tax revenue received over a period of time not to exceed seven (7) years from the date placed in service.

Council Bill/Resolution No.
Sponsor:

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute and attest to an Economic Incentive Agreement, by and between the City of Moline and Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois.

WHEREAS, the City of Moline ("City") previously approved Resolution No. 1093-2025 authorizing execution of a Purchase and Sale Agreement to convey the property located at 3620 38th Avenue to Scout Capital Group, LLC ("Buyer"); and

WHEREAS, through Resolution No. 1093-2025, the Mayor and City Clerk were also authorized to execute all supporting documents contemplated with the Purchase and Sale Agreement, consistent with the terms outlined therein; and

WHEREAS, one such supporting document is the Economic Incentive Agreement which outlines the rebate of a portion of sales tax received by the City through the operation of the proposed commercial project; and

WHEREAS, Buyer has completed the site plan design as necessary to deliver the proposed commercial project and said site plan design has been reviewed by the City and the Illinois Department of Transportation ("IDOT"), as the adjacent property owner, to determine the responsibilities and requirements of the site for infrastructure purposes; and

WHEREAS, with the determination of the responsibilities and requirements of the site infrastructure, including the additional requirement of on-site stormwater detention, all cost impacts to make the site viable for development, deliver the proposed commercial project, and benefit the surrounding properties for future development are now quantified; and

WHEREAS, with this quantification of costs, the City and Buyer can finally determine the level of economic incentive needed to deliver the proposed commercial project; and

WHEREAS, the City and Buyer desire to enter into an Economic Incentive Agreement in the amount of Five Hundred Ninety-Five Thousand Dollars ($595,000) in sales tax rebates to Buyer for a period not to exceed seven (7) years, upon specific operational and performance requirements of Buyer; and

WHEREAS, the sales tax rebate will be paid from the sales tax revenue received from the operation of the business upon a split basis of 80% to the Buyer and 20% remaining with the City, until the first to occur of reaching the maximum rebate of $595,000 or the end of the seven-year period after placed in service.

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 and attest to an Economic Incentive Agreement, with Scout Capital Group, LLC, concerning 3620 38th Avenue, Moline, Illinois, for the purpose of providing a rebate of sales tax to support the delivery of the proposed commercial project consistent with the terms outlined therein; provided, however, that said Agreement is in substantial form and content to that attached hereto and incorporated herein by this reference thereto.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 7, 2026
Date

Passed: July 7, 2026

Minutes Approved: July 21, 2026

Attest: _____
City Clerk

AND AFTER RECORDING
RETURN TO:
Stephanie Murphy, City Clerk
City of Moline
619 16th Street
Moline, IL 61265

This Space for Recorder's Use Only

ECONOMIC INCENTIVE AGREEMENT

BY AND BETWEEN

CITY OF MOLINE

AND

SCOUT CAPITAL GROUP, LLC

(SALES TAX SHARING/REBATE)

ECONOMIC INCENTIVE AGREEMENT

THIS ECONOMIC INCENTIVE AGREEMENT ("***Agreement***") is dated as of the 9th day of July, 2026 ("***Effective Date***"), and is by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***"), and **SCOUT CAPITAL GROUP, LLC**, a Missouri limited liability company ("***Owner***"), collectively referred to as the "***Parties***".

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's home rule powers, the Parties agree as follows:

Section 1. Recitals.

A. Pursuant to the Purchase and Sale Agreement ("***PSA***") entered into by the Parties on June 19, 2025, the Owner is, as of the Effective Date, the owner of record of the Property commonly known as 3620 38th Avenue, Moline, Illinois 61265 ("***Property***"), as more particularly described on **Exhibit A** attached hereto.

B. The Owner shall develop (or cause to be developed) the Property for a restaurant ("***Project***") to be occupied and operated by Texas Roadhouse (the "***Occupant***") as described in the PSA.

C. The Owner has requested financial assistance through an economic incentive from the City to support site development costs and the operation of the Project will generate sales tax revenue for the City.

D. To facilitate the redevelopment of the Property for the intended use of the Owner, the City has agreed to provide an economic incentive in the form of a sales tax rebate, from sales tax received by the City during the operation of the Property to the Owner.

E. On June 17, 2025, the City passed Resolution No. 1093-2025 approving the Purchase and Sale Agreement between the Parties and authorizing the Parties to enter into a sub-agreement at Closing for a sales tax rebate during a defined operational period of the Project.

F. The corporate authorities of the City, after due and careful consideration, have concluded that the redevelopment of the Property will strengthen the continued development of the John Deere Road Corridor, increase the assessed valuation of the real estate, increase tax revenues, promote increased economic activity, increase employment opportunities, and otherwise be in the best interests of the City by furthering the public health, safety, and welfare of its residents and taxpayers.

Section 2. Definitions. Whenever used in this Agreement, the below capitalized terms shall have the following meanings:

A. "***Department***" or "***IDOR***" shall mean the Illinois Department of Revenue.

B. "***Maximum Payment***" shall mean an amount not to exceed Five Hundred Ninety-Five Thousand Dollars ($595,000.00).

C. "***Municipal Sales Tax Revenue***" shall mean the 2.25% sales tax received by the City, including the 1.00% portion of the tax currently imposed on municipal retailers by the Retailers' Occupation Tax Act, 35 ILCS 120/1, et seq., that is actually received by the City from the IDOR as a result of the payment of the Retailers' Occupation Tax from the Occupant's operation of its business at the Property. The sales tax received by the City shall also include the 1.25% Local Municipal Home Rule tax currently imposed on municipal retailers that is actually received by the City as a result of the payment by the Occupant from the operation of its business at the Property. Notwithstanding any other provision of this Agreement, and pursuant to the provisions of 65 ILCS 5/8-11-21, Municipal Sales Tax Revenue shall not include any portion of retailers' occupation taxes generated by retail sales on the Property if: 1) the tax on those retail sales, absent this Agreement, would have been paid to another unit of local government; and (2) the retailer maintains, within another unit of local government, a retail location from which the tangible personal property is delivered to purchasers, or a warehouse from which the tangible personal property is delivered to purchasers.

D. "***Sales Tax Commencement Date***" shall mean the first day of the next calendar month after the City's issuance of a certificate of occupancy or temporary occupancy permit for the Project.

E. "***Sales Tax Distribution(s)***" shall mean the distribution of Municipal Sales Tax Revenue pursuant to the terms of this Agreement.

F. "***Sales Tax Participation Period***" shall mean the period of up to seven (7) Sales Tax Years beginning on the Sales Tax Commencement Date.

G. "***Sales Tax Year(s)***" shall mean the twelve (12) consecutive month period starting on the Sales Tax Commencement Date and ending twelve (12) months later, and each consecutive succeeding twelve (12) month period thereafter.

Section 3. Sales Tax Distributions. Subject to Owner's compliance with this Agreement and the Limitations on the Sales Tax Distributions provided by Section 4 of this

Agreement, the City shall make Sales Tax Distributions as follows: (1) Eighty percent (80%) of the Municipal Sales Tax Revenue received to the Owner (the "***Owner Share***"); and (2) Twenty percent (20%) of the Municipal Sales Tax Revenue received to the City (the "***City's Retained Share***"). The calculation of the Municipal Sales Tax Revenue for each Sales Tax Year shall be made by the City on an annual basis within thirty (30) days after the City receives information from the IDOR pertaining to the Municipal Sales Tax Revenue payments received by the City for the Property for each of the twelve (12) months within each Sales Tax Year (the "***Municipal Sales Tax Revenue Calculation***"). Owner understands that the payment of Municipal Sales Tax Revenue to the City for a given month is controlled by the IDOR and typically occurs approximately three (3) months after the sale is made. The City shall pay the Owner Share to Owner on an annual basis within thirty (30) days after the Municipal Sales Tax Revenue Calculation is confirmed by the City for each Sales Tax Year

Section 4. Limitations on Sales Tax Distributions. The Sales Tax Distributions provided by Section 3 of this Agreement shall be subject to the following additional terms, conditions and limitations:

A. The total amount of the Owner Share shall not exceed the Maximum Payment;

B. The Owner Share shall terminate upon the expiration of the Sales Tax Participation Period, even if the total amount of the Owner Share has not equaled the Maximum Payment;

C. The City shall not be obligated to pay the Owner Share until the City receives payment of the Municipal Sales Tax Revenue from the IDOR, and Sales Tax Distributions shall be payable solely from Municipal Sales Tax Revenue that the City actually receives from the IDOR, and City shall not be obligated to pay any Sales Tax Distributions from any other fund or source;

D. If at any time during the Sales Tax Participation Period, the Occupant discontinues the operation of its business at the Property to the public for a period of more than one hundred eighty (180) consecutive days for any reason other than a casualty, condemnation, force majeure or permitted repair or renovation of the Property, then City may terminate this Agreement upon thirty (30) days notice.

E. Owner's compliance with this Agreement and applicable law including, but not limited to, Federal law, State law and Code requirements pertaining to the payment and reporting of Sales Tax.

F. Owner shall defend, indemnify and hold harmless City and City's officers, agents and employees from any and all actions, claims, damages, losses, costs and attorney's fees brought

against City under 65 ILCS 5/8-11-21.

Section 5. Reporting Requirements. At City's request Owner shall cause to be provided to the City the information as may be necessary for the City to determine the amount of Municipal Sales Tax Revenue due to the Owner under this Agreement. Owner agrees to compel the Occupant, via a provision in its lease with Occupant, to provide forms or documents that may from time to time become necessary for the City to receive the information from the IDOR that is necessary for the implementation of this Agreement. The City shall take all action as may be necessary to obtain the information from the IDOR to make the Municipal Sales Tax Revenue Calculation and to obtain payments of the Municipal Sales Tax Revenue from the IDOR.

Section 6. Owner's Representation of Need; Basis for Economic Incentive. The Owner expressly acknowledges, represents and warrants that the redevelopment of the Property cannot be undertaken, and no reasonably marketable terms can be established, without the economic incentives provided pursuant to the terms of this Agreement and that this representation and warranty is accurate and made in good faith. The Owner further acknowledges and agrees that the City is relying on the Owner's representation and warranty as a material basis for and inducement for the City to provide assistance, as provided in this Agreement, to the Owner for the completion of the redevelopment of the Project.

Section 7. Term. This Agreement shall expire on the earlier to occur of (1) payment by the City to the Owner of the Maximum Payment, or (2) the expiration of the Sales Tax Participation Period.

Section 8. Enforcement. The parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the City shall be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property, subject to the Requirements of Law and including without limitation the Building Code, at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement pursuant to this Section, each party agrees to bear its own costs and expenses including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

Section 9. General Provisions.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Moline
Attn: Bogdan Vitas Jr.
City Administrator
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to:

City of Moline
Attn: Bill Atkins
City Attorney
619 16th Street
Moline, IL 61265
batkins@moline.il.us

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

SCOUT CAPITAL GROUP
Attn: Thomas L. Milford
13100 Manchester Road, Suite 235
St. Louis, MO 63131
tmilford@scoutinvests.com

With a copy to:

Sandberg Phoenix & von Gontard P.C.
Attn: Andrew C. Ruben

120 S. Central Avenue, Suite 1600
Clayton, MO 63105
aruben@sandbergphoenix.com

B. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

C. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right.

D. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

E. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

G. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

H. Amendment; Successors; Assignment; Captions; Further Assurances and Modifications. Neither any amendment, supplement, termination, consent, or waiver of any provision of this Agreement nor consent to any departure therefrom will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is

sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given. All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against the parties and their respective heirs, executors, administrators, or other legal representatives and permitted successors and assigns. Owner may assign or transfer its rights and obligations (or any of them) under this Agreement without City's consent, but notice of any such assignment or transfer shall be given to City. Captions in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

I. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law shall be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

J. Authority to Execute. The City hereby warrants and represents to the Owner that the Persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities. The Owner hereby warrants and represents to the City (i) that it is the record and beneficial owner of fee simple title to the Property, (ii) that no other Person has any legal, beneficial, contractual, or security interest in the Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which it or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

K. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against the City or the Owner.

L. Inclusion and Recording. Upon Closing, the Parties agree that this Agreement shall be included as an exhibit to the PSA as Exhibit C and the City shall promptly cause this Agreement to be recorded in the office of the Recorder of Rock Island County.

M. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Redevelopment and Economic Incentive Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

ATTEST:

By:_____
Name: _____
Its: City Clerk

CITY OF MOLINE,
an Illinois home rule municipal corporation

By:_____
Name: _____
Its: Mayor

SCOUT CAPITAL GROUP, LLC,
a Missouri limited liability company

By:_____
Name: Thomas L. Milford
Its: Managing Partner

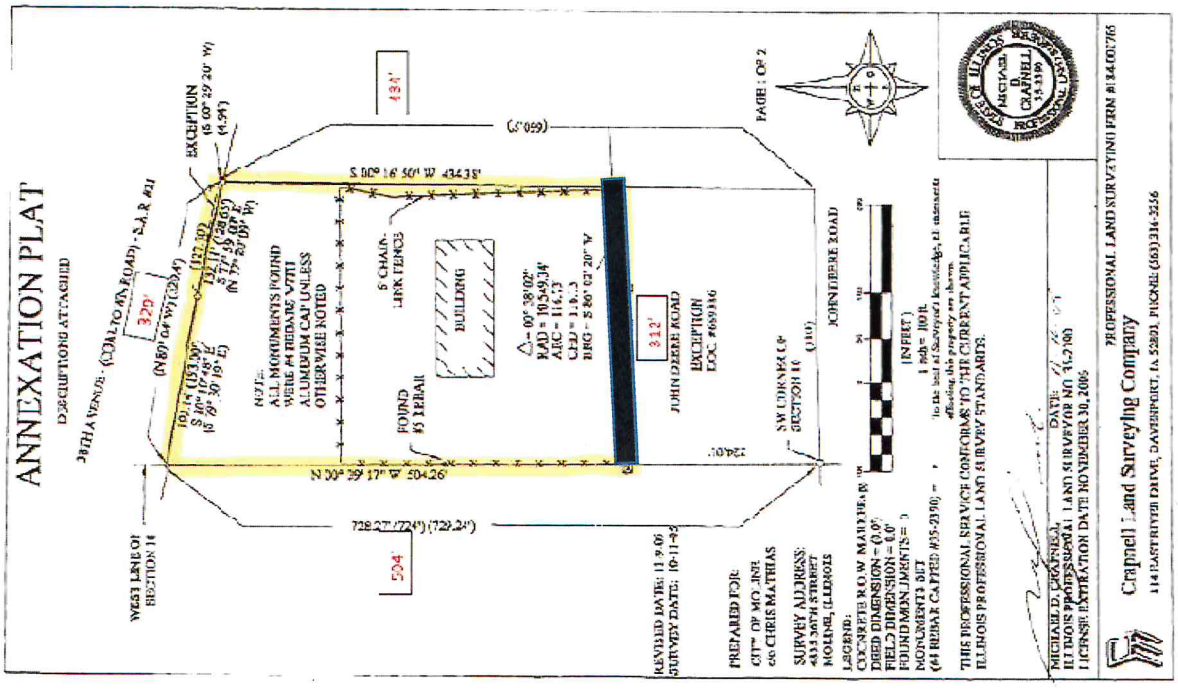
EXHIBIT A
PROPERTY

SUPVR ASST MAP LOT 305 SHEET 26 LESS:

That part of the West Half of the Southwest Quarter of Section 10, Township 17 North, Range 1 West of the Fourth Principal Meridian, Rock Island County, State of Illinois, with bearings and grid distances referenced to the Illinois State Plane Coordinate System, West Zone NAD 83 (2011 ADJ), with a combined factor of 1.0000714861, described as follows:

Commencing at a concrete monument at the southwest corner of said Southwest Quarter; thence North 02 degrees 24 minutes 20 seconds East, on the west line of said Southwest Quarter, 224.98 feet to the existing northerly right of way and access control line of a public highway designated FAP Route 595; thence South 87 degrees 04 minutes 31 seconds East, on said existing northerly right of way and access control line, 87.25 feet to the Point of Beginning.

From said Point of Beginning; thence North 87 degrees 54 minutes 57 seconds East, 224.94 feet to the existing westerly right of way line of a public road designated 35th Street; thence South 02 degrees 50 minutes 06 seconds West, on said existing westerly right of way line, 9.93 feet to said existing northerly right of way and access control line; thence westerly 116.66 feet on said existing northerly right of way and access control line on a curve to the left, having a radius of 9,648.65 feet, the chord of said curve bears South 88 degrees 08 minutes 57 seconds West, 116.66 feet; thence North 87 degrees 04 minutes 31 seconds West, on said existing northerly right of way and access control line, 107.84 feet to the Point of Beginning, containing 0.037 acre (1,623 square feet), more or less (area based on ground distances).situated in the County of Rock Island, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."



AGENDA ITEM DETAIL
July 7, 2026

A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS:
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-EXP.pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-CB xg.pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-ATT1 (EXHIBIT B to SPORD).pdf
CED SPORD1 Amy-ChrisP-Terminating 4801 River Drive Lease-ATT2 (EXHIBIT C to SPORD).pdf

A Special Ordinance authorizing the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and authorizing all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Explanation: The City of Moline ("City") is the record title owner of the property legally described in Exhibit A, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("Property"). The City, through the Moline Parks and Recreation Board, originally leased the Property to a predecessor entity to Pretasky Roach Properties, LLC ("Pretasky") on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable, and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("Amended Lease"), attached hereto as Exhibit B, and which Amended Lease has been amended multiple times.

The Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease.

The City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms under a Personal Property and Real Estate Exchange, and Purchase Sale Agreement ("Agreement"), attached hereto as Exhibit C, that will convey real and personal property, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease.

City staff opines that it is in the City's best interest to terminate the Amended Lease for 4801 River Drive, substantially in the form of Exhibit B, and approve the Agreement, substantially in the form of Exhibit C, to advance the City's interests and promote the public health, safety, and welfare.

Staff Recommendation: Approval

Fiscal Impact: The City will receive $350,000 from the sale of the Restaurant Lot to Pretasky, due upon subsequent third-party sale. The City will net the cancellation of the equipment loan and note, as well as the additional rent obligation under the Amended Lease against the receipt of the marina improvements, valued equally, as outlined in the Agreement.

Council Bill/Special Ordinance No.
Sponsor:

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sale Agreement for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC, and to terminate the Amended Lease of Property (4801 River Drive, Moline, Illinois 61265); and

AUTHORIZING all appropriate City officers and staff to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

WHEREAS, the City of Moline ("City") is a home rule municipal corporation organized and operating in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, pursuant to its home rule powers, the City may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, the City may lease real property for any term not exceeding ninety-nine (99) years when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City. The City may only exercise this power if this Ordinance is passed by three-fourths (3/4) of the corporate authorities of the City holding office, at any regular meeting or any special meeting called for this purpose. Additionally, the City may authorize any municipal officer to make leases for terms not exceeding two (2) years in such manner as they may determine. 65 ILCS 5/11-76-1; and

WHEREAS, the City is the record title owner of the property legally described in Exhibit A, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("Property"); and

WHEREAS, the City, through the Moline Parks and Recreation Board, originally leased the Property to a predecessor entity to Pretasky Roach Properties, LLC ("Pretasky") on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable, and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("Amended Lease"), attached hereto as Exhibit B and incorporated herein by this reference, and which Amended Lease has been amended multiple times; and

WHEREAS, the Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish

Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease; and

WHEREAS, the City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms under a Personal Property and Real Estate Exchange, and Purchase Sale Agreement ("Agreement"), attached hereto as Exhibit C and incorporated herein by this reference, that will convey real and personal property, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease; and

WHEREAS, City staff opines that it is in the City's best interest to terminate the Amended Lease for 4801 River Drive, substantially in the form of Exhibit B, and approve the Agreement, substantially in the form of Exhibit C, to advance the City's interests and promote the public health, safety, and welfare.

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

Section 1 – **Recitals.** The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – **Termination.** The City Council hereby terminates the Amended Lease between the City and Pretasky for the lease of 4801 River Drive, substantially in the form of Exhibit B, which will be of no further force and effect as of the Effective Date of this Ordinance, which Effective Date is set forth in Section 6 of this Ordinance. As of the Effective Date of this Ordinance, all further obligations Pretasky had to pay rent or additional rent, as set forth in Exhibit D of the Amended Lease to the City, are hereby terminated.

Section 3 – **Approval.** That the Mayor and City Clerk are hereby authorized to execute and attest to the Personal Property and Real Estate Exchange and Purchase Sales Agreement, for Catfish Charlie's and Marquis Harbor Marina, by and between the City of Moline and Pretasky Roach Properties, LLC; provided, however, that the Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit C. In addition, all appropriate City officers and staff are hereby authorized to do all things necessary to complete each of the City's responsibilities pursuant to said Agreement.

Section 4 – Conflicts. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5 – **Severability.** All provisions of this Ordinance shall be deemed severable. In the event any provision of this Ordinance, or any application thereof, shall be found invalid or

unenforceable, such finding shall not affect all other provisions of this Ordnance and all other lawful applications thereof.

Section 6 – **Effective Date.** 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

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

EXHIBIT A

Common Address: 4801 River Drive, Moline, IL

PIN: 08-35-100-003

Legal Description:

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6 AND PART OF SUBLOT 3 IN LOT 6 OF LECLAIRE'S RESERVE, LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS.

EXHIBIT B

4801 River Drive Amended Lease Agreement

(Appended on the following pages)

EXHIBIT C

Personal Property and Real Estate Exchange and Purchase Sale Agreement By and Between the City of Moline and Pretasky Roach Properties, LLC

(Appended on the following pages)

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48 EXHIBIT B

Council Bill/Special Ordinance No. 4059-2018
Sponsor: _____

A SPECIAL ORDINANCE

AUTHORIZING the Mayor and City Clerk to execute an Amended Lease Agreement between the City of Moline and Pretasky Roach Properties, LLC for the Marquis Marina and Captain's Table property.

WHEREAS, the Moline Park and Recreation Board and the Lessee previously entered into a lease agreement dated November 8, 1991, with several amendments thereto in subsequent years for a marina and restaurant located at 4801 River Drive; and

WHEREAS, there was a fire at the premises on January 15, 2018, that resulted in the complete destruction of the restaurant known as The Captain's Table, and the City of Moline and Pretasky Roach Properties, LLC (collectively, the "Parties") seek to cooperatively re-build the restaurant and operate it and to review the existing lease prior to its expiration given the intervening fire; and

WHEREAS, a new lease was executed between the Parties on July 17, 2018, but this lease proved untenable once estimated construction costs were determined, and the project needed to be substantially scaled back due to unknown subsurface issues that greatly increased the estimated project cost; and

WHEREAS, this Amended Lease Agreement 1) extends the term of the lease to 30 years; 2) adds language to the section regarding dredging of the harbor that should an alternative funding source for dredging become available, such as the Army Corps of Engineers, any funds held in escrow for dredging will be remitted to the City; 3) deletes the provision for any additional graduated rent based on revenue but permits the City to keep the 1% business district tax that is to be implemented to be used by the Parks Department for maintenance of the bike path and riverfront in the area of the Business District for the term of the lease; and 4) adds Pretasky Enterprises LLC, the parent organization to Pretasky Roach Properties LLC, as a Guarantor on the Lease; and

WHEREAS, the City believes that this Amended Lease Agreement between the Parties for the Marquis Marina and Captain's Table property is in the best interests of the City and its residents; and

WHEREAS, this Amended Lease Agreement supersedes and replaces the July 17, 2018, lease.

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

Section 1 – That the Mayor and City Clerk are hereby authorized to execute an Amended Lease Agreement between the City of Moline and Pretasky Roach Properties, LLC for the Marquis Marina and Captain's Table property; provided, however, that said Amended Lease Agreement is

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

in substantially similar form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit A and has been approved as to form by the City Attorney.

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

CITY OF MOLINE, ILLINOIS

DocuSigned by:

Mayor 3CBA499A402...

November 27, 2018
Date

Passed: November 27, 2018

Approved: December 4, 2018

Attest: _____
City Clerk

Approved as to Form:

DocuSigned by:

City Attorney 04...2...

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

AMENDED LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT made this _____ day of 11/24/2018, 2018, (hereinafter "Lease" or "Agreement") by and between the City of Moline, Illinois, a municipal corporation, as City, with the approval and consent of the Moline Park and Recreation Board, (hereinafter "City") and Pretasky Roach Properties, LLC, a North Carolina Limited Liability Corporation authorized to do business in Illinois (hereinafter "Lessee") (hereinafter collectively "Parties").

WHEREAS, the Moline Park and Recreation Board and the Lessee previously entered into a lease agreement dated November 8, 1991, with several amendments thereto in subsequent years for a marina and restaurant located at 4801 River Drive ("the Premises"); and

WHEREAS, the term of the 1991 lease agreement expires April 30, 2020; and

WHEREAS, there was a fire at the location on January 15, 2018, that resulted in the complete destruction of the restaurant known as The Captain's Table on the premises, and the Parties seek to cooperatively re-build the restaurant and operate it and to review the existing lease prior to its expiration given the intervening fire; and

WHEREAS, the Parties agreed to make certain changes to the lease terms and executed a new lease on July 17, 2018. This Amended Lease Agreement supersedes and replaces the July 17, 2018, lease.

NOW THEREFORE, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained, by the Lessee to be kept and performed, City does hereby demise, lease, and let unto said Lessee those certain Premises in the City of Moline, County of Rock Island, State of Illinois, as hereinafter set forth, subject to all such conditions, promises and agreements incorporated herein.

Section 1: PREMISES

In consideration of the mutual promises, covenants, and conditions herein set forth, City hereby leases to Lessee and Lessee hereby leases from City the premises which are legally described as follows:

See Exhibit A

And commonly known as the Marquis Harbor Marina and the Captain's Table Restaurant and related parking areas immediately adjacent to said property, 4801 River Drive, Moline, Illinois 61265 (the "Premises").

Section 2. TERM

2.1 Term. The Initial Term of this Lease shall be for the period of 30 years commencing on the Term Commencement Date and terminating on the last day of the last month of the Term. "Lease Term" or "Term" shall mean the Initial Term.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

2.1.1 City agrees to deliver and Lessee agrees to accept from City possession of the Premises upon substantial completion of City's Work as described in Exhibit B. Within 14 days after notice from City, Lessee shall execute and deliver to City a confirmation letter similar to the form attached hereto as Exhibit C confirming 1) Lessee's possession of the Premises, which is the Term Commencement Date; 2) the Rent Commencement Date, which shall be 90 days after the Term Commencement Date; and 3) and any other terms reasonably requested by City. All obligations with respect to construction of the Premises are set forth in Exhibit B and all work not specified as City's Work therein shall be performed by Lessee at Lessee's sole cost and expense, except as may be expressly stated to the contrary.

2.1.2 City's Work shall be deemed approved by Lessee on the Term Commencement Date, unless prior to the Rent Commencement Date, City receives written notice from Lessee of a defect in the work. Any disagreement arising between City and Lessee about the work to be performed by City shall be resolved by the decisions of City's architect.

2.1.3 Despite the Term Commencement Date occurring after the date hereof, this Lease shall be a binding contractual obligation effective upon the execution and delivery hereof by City and Lessee(b) as of the first date following such full execution and delivery that either Lessee or any contractor, subcontractor, employee, agent, licensee, or invitee of Lessee enters the Premises for any purpose whatsoever, including, without limitation, for moving into the Premises or performing any Lessee's Work, all of the terms and provisions of this Lease (except as excluded by this Lease) shall apply with respect thereto.

2.1.4 Lessee shall diligently prosecute and complete Lessee's Work pursuant to the terms of Exhibit B. If any of Lessee's Work required contractors or subcontractors, Lessee shall provide lien releases in a form and detail satisfactory to City, in recordable form, and in conformance with the requirements of Illinois law. All Lessee's Work shall, for purposes of this Lease, be conclusively deemed to constitute alterations, changes, and improvements made to the Premises by Lessee.,

2.2 Lease Year. For the purpose of this Lease and the anniversary dates for rental adjustments, the first Lease Year shall be defined as follows:

(a) If the Term commences on the first day of a calendar month, the first Lease Year shall end on the day immediately preceding the first anniversary of the Term Commencement Date;

(b) If the Term commences on a day other than the first day of a calendar month, the first Lease Year shall be the partial month of the Term Commencement Date and the next 12 full calendar months;

For the purpose of the remainder of the Term, "Lease Year" shall mean each consecutive 12-month period following the first Lease Year.

2.3 Termination of prior agreement: On the Term Commencement Date of this Lease as set forth above, and only if this lease is fully executed, the Parties hereby agree that the prior lease agreement between the Moline Park and Recreation Board and the Lessee dated November 8, 1991, and all addendums thereto, shall be and hereby is terminated.

3. RENT.

3.1 Rental Payment. Lessee shall pay to City the Rent set forth in Exhibit D in advance in monthly installments on or before the first day of each and every month of the Lease Term from and after the Rent Commencement Date; provided, however, the first month's Minimum Rent shall be payable by Lessee upon execution of this Lease. All Rent shall be payable without demand, deduction, or offset to City at the address stated or to such other persons or at such other places as City may designate in writing. In addition to Minimum Rent hereunder, Lessee shall pay, as Additional Rent (whether or not so designated herein), all sums of money required to be paid by Lessee under this Lease in a manner and at the place provided in this Lease. All amounts of Minimum Rent and Additional Rent (also collectively "Rent" or "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Lessee to City.

3.2 Security Deposit. Concurrent with Lessee's execution of this Lease, Lessee shall furnish City with a security deposit in the amount of two months' base rent, which is $5,666.66. If Lessee defaults in the performance of any provision hereof, City may use, apply, or retain any part thereof for the payment of any Rent or other sum in default; for the payment of any other amount which City may spend or become obligated to spend by reason of Lessee's default; or to compensate City for any loss or damage which City may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within 30 days after receipt of written demand therefor, deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount. City shall not be required to keep the Security Deposit separate from its general funds, and Lessee shall not be entitled to interest on such deposit. Provided Lessee is not in default under this Lease, the Security Deposit or any balance thereof shall be returned to Lessee at the expiration or sooner termination of the Lease Term and after delivery of exclusive possession of the Premises to City in the condition required by this Lease. If City transfers its interest in the Premises during the Term, City may assign the Security Deposit to the transferee and, upon delivery to Lessee of notice thereof, City shall be discharged from any further liability relative thereto, and Lessee shall look solely to the transferee for return of the Security Deposit.

4. TAXES.

4.1 General. The term "Real Property Taxes" shall include, without limitation, any general or special assessment tax, commercial rental tax, in lieu tax, levy, charge, or similar imposition imposed by any authority, including any government or any school, agricultural, lighting, fire protection, police protection, street, sidewalk and road maintenance, refuse removal, sewer, storm drain, or recycled water facilities, or governmental services previously provided without charge (or for a lesser charge) to property owners and occupants or other improvement or special assessment district or any agency or public body, as against any legal or equitable interest of City in the Premises or arising out of Lessee's use, occupancy, or possession of the Premises or that are attributable to the Premises, together with the reasonable costs of professional consultants and/or counsel to analyze tax bills and prosecute any protests, refunds, and appeals for the period covered during the Lease Term. Lessee's liability with respect to such taxes and assessments shall be prorated on the basis of a 365-day year to account for any fractional portion of a fiscal tax year included in the Lease Term at its commencement or expiration (or sooner termination). Lessee shall pay all Real Property Taxes for the Premises when due and payable. Lessee shall pay any and all taxes levied and assessed upon any personal property, buildings, fixtures

and improvements belonging to Lessee and located upon said d Premises, as well as all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

5. INSURANCE; INDEMNITY; SUBROGATION.

5.1 PROOF OF COVERAGE

(a) Lessee shall deliver to City certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, on the Term Commencement Date and thereafter at least 30 days before the expiration dates of expiring policies.

5.2 FIRE, CATASTROPHE, DISASTER INSURANCE

(a) The City shall insure any buildings or structures by carrying insurance for Fire, Theft, Vandalism and Extended coverage. Said coverage shall meet the standard requirements as set forth by the Moline Park and Recreation Board and/or the City of Moline.

(b) Lessee shall have no duty to insure the building itself or Improvements. Improvements shall include, but not be limited to, such things as additions, repairs, or renovations to the interior or exterior of the building for the betterment of Lessee's use. Lessee will insure Lessee's contents and personal property. The parties understand that coverages may overlap as improvements made by Lessee may become fixtures of the building and therefore be covered under both City's policy and Lessee's policy. If there is an overlap in coverages, the parties agree that the Lessee's coverage shall provide primary coverage. Said coverage shall meet the standard requirements as set forth by the Moline Park and Recreation Board and/or the City of Moline. City shall have NO DUTY to insure Lessee's possessions or to replace same in the event of fire or any other damage or loss caused by calamity, disaster, vandalism or theft.

5.3 LIABILITY INSURANCE AND INDEMNIFICATION BY LESSEE

(a) Lessee shall, throughout the term of this Lease, and at Lessee's expense, carry and keep in full force and effect general liability insurance with respect to its activities on the Premises with a carrier and in a form satisfactory to City, which policy or policies shall:

(i) Have commercial general liability insurance coverage with limits not less than:
(1) One million dollars ($1,000,000) for bodily injury or death to each person;
(2) One million dollars ($1,000,000) for property damage resulting from any one accident;
(3) One million dollars ($1,000,000) for all other types of liability; and
(4) Two million dollars ($2,000,000) aggregate;

(ii) Name City as an additional insured party;

(iii) Contain a clause that the insurance carrier will not cancel or change the insurance without first giving City thirty (30) days' written notice;

(iv) Contain fire and extended perils insurance covering Lessee's own property and insuring Lessee's possessions on the Premises; City shall have no duty to insure Lessee's

possessions, the possessions of Lessee's guests, invitees or permittees, or replace same in the event of any calamity or other disaster;

(v) To the extent possible, each such policy of insurance shall contain a waiver of subrogation provision;

(vi) Not extend to acts or occurrences occurring outside the Premises or which were unrelated to Lessee's actions or business;

(vii) If Lessee sells alcoholic beverages from the Premises, Lessee shall maintain a customary policy of liquor liability insurance with limits no less than those required above with respect to Lessee's commercial general-liability insurance.

(b) Lessee shall, throughout the term of this Lease, and at Lessee's expense, carry and keep in full force and effect worker's compensation insurance for all employees, contractors and subcontractors, and their employees, in accordance with and in statutory limits established under Illinois law with limits not less than Five Hundred Thousand Dollars ($500,000) per occurrence and Five Hundred Thousand Dollars ($500,000) aggregate.

(c) Lessee shall also provide certification that any underground storage tanks located on the Premises are in compliance with State Fire Marshall's inspection schedule and maintenance and upgrading requirements.

(d) Lessee agrees to indemnify and hold harmless City, its agents, employees, assigns or beneficiaries from and against any and all losses, damages, expenses, liabilities, demands and causes of action and any expense, including reasonable attorney fees, incidental to the defense thereof by the City due to or arising out of:

(i) Any violation or non-performance of any covenant, condition or agreement to be fulfilled, kept or observed and performed, by Lessee;

(ii) Any damage to the property occasioned by Lessee or one of Lessee's agents or employees negligence; and

(iii) Any injury, including death, to person or persons arising out of or in the course of the use and occupancy of the Premises or any thereof claimed to have been caused by the negligence of Lessee, its officers, agents, or employees, or the officers, agents, or employees of a subcontractor, whether arising directly or indirectly out of the use and occupancy of the Premises.

(e) Lessee shall not be liable for, other than for payment of insurance premiums for policy or policies described above, nor shall Lessee indemnify, defend and hold harmless City, its agents, employees, assigns, beneficiaries from any and all loss, damage, expense, liabilities, demands or causes of action and any and all expenses, including reasonable attorney fees, incidental to the defense thereof by City, resulting from consequences of a tortuous or negligent act of City or its agents, employees, assigns or beneficiaries.

6. USE.

6.1 Use Defined. The Premises shall be used as a public restaurant/bar with outdoor dining/entertainment and public marina only and for no other purpose or use. Lessee shall operate its

business at the Premises in a first-class manner under the trade name the Captain's Table and Marquis Harbor Marina, and shall not change its trade name without City's prior consent, which shall not be unreasonably withheld, nor shall Lessee operate its business in a manner or for such a use as would be inconsistent with its intended use. Lessee shall use the Premises in such a way as not to create a nuisance or cause the cancellation of any insurance policy covering the Premises. Lessee shall keep the Premises, front and rear walkways adjacent to the Premises, and any service delivery facilities allocated for the use of Lessee clean and free from rubbish and dirt at all times and shall store all trash and garbage within the Premises or in designated refuse areas. The failure by Lessee to use the Premises pursuant to this Article 5 shall be considered a default under this Lease, and City shall have the right to exercise any and all rights and remedies provided herein or by law.

6.2 Marina Slips. Lessee agrees to give residents of Moline priority to lease a slip, if a vacancy occurs.

6.3 Slip for Moline Fire Department Boat. Lessee agrees to give the Moline Fire Department a covered slip in the "C" or "D' dock free of charge for the term of this Lease unless there are no vacancies in either of these docks, in which case, the Moline Fire Department shall pay current fees for use of the slip.

6.4 Prohibited Uses. The Premises shall not be used for any use that is inconsistent with the operation of a restaurant and marina. Without limiting the generality of the foregoing, the following uses shall not be permitted in the Premises: (a) any use that emits an obnoxious odor, noise, or sound that can be heard or smelled outside of the Premises, except outdoor entertainment and music shall be permitted as long as in compliance with the City's Code of Ordinances as to noise; (b) use as a storage warehouse operation (including but not limited to a self-storage facility) and any assembling, manufacturing, distilling, drilling, refining, smelting, agricultural, mining, or other industrial operation; (c) any secondhand store or surplus store, flea market, swap meet, or similar operation primarily selling used goods; (d) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance, in accordance with City's regulations and approval in such regard); (e) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the Premises, if any, and any recycling facility required by applicable law, code, regulation, requirement, or ordinance with an otherwise permitted use); (f) any fire sale, bankruptcy sale (unless pursuant to a court order), or auction house operation; (g) any central laundry, dry-cleaning plant, or laundromat; (h) any automobile, truck, trailer, or recreational vehicle service or body shop repair operation or sales or leasing operation (including any automobile service center or lubrication facility); (i) any residential use or lodging, including but not limited to single-family dwellings, townhouses, condominiums, other multifamily units, hotels, motels, and other forms of living quarters, sleeping apartments, or lodging rooms; (j) any veterinary hospital or animal raising or boarding facilities; (k) any mortuary or funeral home; (l) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (including any so-called "headshop") or that exhibits live, or by other means to any degree, nude or partially clothed dancers or waitstaff, and/or any massage parlors or similar establishments; (m) any carwash; (n) any pool or billiard hall; or (o) any training or educational facility, including but not limited to beauty schools, barber colleges, library, or reading rooms (except as incidental to the retail sale of books, magazines, and newspapers), places of instruction, or other operations catering primarily to students or trainees rather than to customers.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

7. MAINTENANCE, REPAIRS, ALTERATIONS.

7.1 Lessee's Obligations. Subject to City's obligations as expressly set forth in this Lease, Lessee, at its sole cost and expense, shall make all repairs and/or replacements to the Premises and shall keep at all times the Premises in good order and repair, including without limitation the roof, the interior and exterior walls, storefront; all doors; plate glass; all plumbing, heating, ventilating, and air-conditioning (HVAC); electrical; walk-in coolers; kitchen hood vent; docks; and lighting facilities and equipment within the Premises or exclusively serving the Premises. Lessee shall keep and maintain the Premises in accordance with the requirements of applicable laws concerning the manner, usage, and condition of the Premises and appurtenances to the Premises, as the same shall be in effect from time to time including, but not limited to, snow removal, landscaping and lawn mowing. Lessee shall also be responsible for the repair of any and all damage to the Premises caused by any act of Lessee or its employees, agents, or contractors and for any repairs necessitated by alterations, additions, or improvements made by or on behalf of Lessee. If Lessee fails to perform any of its obligations, City may, at its option, after 30 days' written notice to Lessee, enter the Premises and put the same in good order and repair, and the cost of City's work, together with an administrative fee of 10 percent of such costs, shall become due and payable as Additional Rent by Lessee to City. Notwithstanding any provision of this Lease to the contrary, neither Lessee nor any sublessee, licensee, contractor, customer, agent, employee, or representative of Lessee shall penetrate the walls or roof of the Premises for any purpose at any time without City's prior written consent, which may be withheld in City's sole and absolute discretion, and then only in strict conformance with any conditions of such consent (including, without limitation, the use of such contractors as City shall require), as City shall impose.

7.2 Dredging of Harbor. Lessee agrees to assume all cost and liability for the dredging of the harbor and shall be responsible for maintaining adequate harbor depth at the entrance to the harbor, in the main channel of harbor and beneath slips and for maintenance of the protective breakwater. Lessee agrees to maintain a minimum depth of 4 feet at harbor and docks at all times. Lessee further agrees to set aside 5% of gross dockage fees in a separate escrow account to be reserved for dredging purposes and will provide an account balance to Lessor upon request. Failure to maintain the account and maintain the minimum depth shall be a material breach of the lease. At the termination of this Lease, Lessee agrees to assign all proceeds kept in escrow for dredging to the subsequent lessee of the harbor within 30 days of termination. Should an alternative funding source for dredging become available at any time during the Lease, such as by the Army Corps of Engineers, the Lessor shall be entitled to all proceeds that are in the escrow account at that time.

7.3 Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to City in good and broom-clean condition, with all of Lessee's trade fixtures, signs, and personality removed, excepting ordinary wear and tear and damage that is caused by fire or other casualty that City is obligated to repair.

7.4 Alterations. Lessee shall not make any structural repairs or alterations of the Premises. Lessee shall not make any nonstructural repairs or modifications of the Premises costing in excess of $25,000 in the aggregate without City's prior written consent which shall not be unreasonably withheld. Lessee shall not make any alterations that affects the electrical, HVAC, or other utility or mechanical systems serving the Premises, or the exterior walls or roof of the Premises (including roof penetrations), without the prior written consent of City. Upon the prior written approval of City, Lessee shall have the right

during the Term to make interior alterations, changes, and improvements in the Premises (except structural, electrical, mechanical, or roof alterations, changes, and improvements) that are necessary for the conduct of Lessee's business and for full beneficial use of the Premises, provided Lessee shall (a) pay all costs and expenses; (b) make the alterations, changes, and improvements in a good and workmanlike manner, with new materials of first-class quality and in accordance with City's specifications with respect thereto and otherwise in accordance with applicable Laws; (c) provide City reasonable assurances, prior to beginning the alterations, changes, and improvements, that payment for the same shall be timely made by Lessee; and (d) obtain and maintain during construction the proper insurance coverages commonly required therefor.

Security Interest in Personal Property. As a separate but related transaction, Lessee shall borrow up to $150,000 from the City through the City's Revolving Loan Fund for equipment for the restaurant. The City will record a security interest on equipment purchased as part of the loan agreement. A default of the loan agreement shall be considered a default under this Lease.

8. UTILITIES.

8.1 Obligation To Pay. Lessee shall pay for all water, gas, electricity, and other utilities used by Lessee during the Lease Term, all of which shall be measured through meters or submeters to be installed by City and maintained by Lessee.

8.2 City's Responsibility. As part of the rebuild of the Captain's Table, City agrees to replace the water line to the Premises and to install a double valve so as to prevent a stoppage in water service to the Premises. City shall not be liable for, and Lessee shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities. Lessee agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Lessee requires additional utility facilities, installation of the same shall be at Lessee's expense, but only after City's written approval of same. City shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. Except as otherwise provided herein, no failure, stoppage, or interruption of any utility or service shall be construed as an eviction of Lessee, nor shall it relieve Lessee from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, City shall use its reasonable efforts to attempt to restore all services promptly.

9. MECHANICS LIENS. Lessee shall keep the Premises free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Lessee or for persons claiming under Lessee, and Lessee shall indemnify and save City free and harmless from and against any Claims arising from or relating to the same. If Lessee fails to remove, insure over, bond over, or satisfy any such encumbrance, mechanics lien, stop notice, or claim with work performed by or on behalf of Lessee within 30 days after written notice by City, City shall have the right (but not the obligation), in addition to any other rights or remedies of City, to use whatever means in its discretion it may deem appropriate to cause said encumbrance, claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed, or removed, including, without limitation, posting a bond. Any such sums paid by City, including attorneys' fees and bond premiums, shall be immediately due and payable to City by Lessee. Lessee shall immediately give City notice of any encumbrance, claim, demand, stop notice, or lien made or filed against the Premises and/or any action affecting title to the Premises. The parties

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

agree this Agreement or a memorandum thereof shall be filed in the office of the Recorder of Deeds of Rock Island County, Illinois, at City's expense.

10. ASSIGNMENT AND SUBLETTING.

10.1 City's Right of Consent. Except as otherwise provided herein, Lessee shall not transfer; assign; sublet; enter into any franchise, license, or concession agreements; change ownership; mortgage; encumber; pledge; or hypothecate all or any part of this Lease, Lessee's interest in the Premises, or Lessee's business (collectively "Transfer") without first obtaining City's written consent, which shall not be unreasonably withheld. Should Lessee desire to make a Transfer hereunder, Lessee shall give City 30 days' prior written notice thereof (Lessee's Notice), which shall (a) state that Lessee intends to Transfer the Lease as of a specific date (Transfer Date); (b) identify the proposed transferee; (c) set forth all material terms and conditions of the proposed Transfer; (d) provide a description of the proposed use of the Premises by the proposed transferee, including any required or desired alterations or improvements of the Premises that may be undertaken by such transferee to facilitate its proposed use; (e) be accompanied by certified financial statements of the proposed transferee or such other documentation or information relating to the financial strength and creditworthiness of the proposed transferee; (f) be accompanied by similar information for any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease; and (g) be accompanied by any other information, documentation, or evidence that may be reasonably requested and accepted by City. City will exercise its reasonable consent in conjunction with City's evaluation of the contents of the Lessee's Notice, and City's reasonable disapproval thereof shall constitute reasonable grounds for disapproval of the Transfer. Any Transfer other than as permitted in this section shall be null and void. Notwithstanding the above, acceptance of any payment of rent and other charges by City from any party other than Lessee named herein shall not be deemed a consent to a Transfer or a waiver of any of City's rights with any proposed Transfer hereunder.

10.2 Permitted Transfers. Notwithstanding anything to the contrary in this Article 10, Lessee shall have the right, without City's consent, to assign the Lease to any parent, affiliate, or subsidiary corporation, provided that within 30 days after the effective date of any such transfer the Transferee executes and delivers to City an instrument containing an express assumption of all of Lessee's obligations under this Lease, such Transferee continues to operate the Premises as required under this Lease, and such Transferee has a net worth sufficient to operate the business and perform its obligations under this Lease. Lessee's members or owners shall have the right to transfer and sell any or all ownership interest in Pretasky Roach Properties, LLC to a third party without the consent of the City. Pretasky Roach Properties, LLC shall have the right to mortgage the boat slips without consent of Lessor.

10.3 Release of Lessee. Should Lessee make a Transfer as permitted in this Article 10, Lessee shall be released from Lessee's other obligations under this Lease. With respect to any Transfer permitted in this Article 10.1, such Transfer shall not be valid or effective unless and until Lessee delivers to City a copy of a written agreement in form and substance satisfactory to City pursuant to which, in the case of an assignment, the assignee assumes all of the obligations and liabilities of the Lessee under this Lease, and, in the case of any other Transfer, the transferee agrees that such Transfer shall be subject to all of the covenants, terms, and conditions of this Lease.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

11. RIGHTS IN THE EVENT OF FIRE, CALAMITY OR OTHER DISASTER

In the event that the Premises in question is destroyed or rendered unusable by fire, calamity, disaster, or condemnation, the City may immediately terminate this Lease by serving written notice on Lessee. In lieu thereof, the City may choose to repair. City's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Lessee. City's repair obligations shall in no way include any construction obligations originally imposed on Lessee or subsequently undertaken by Lessee. In the event that it is reasonably estimated that the repairs cannot be accomplished within four (4) months, the Lessee shall have the right to terminate the Lease upon delivery of a written notice to the City. Further, the City shall have the right to demand that the Lessee advise in writing within (30) thirty days whether Lessee intends to terminate Lease under the terms of this section. Rent shall abate during the time when the Premises is unusable. If only a portion of the leased Premises becomes unusable, rent shall abate only on that portion of the Premises.

12. DEFAULTS, REMEDIES.

12.1 Lessee's Default. Lessee shall be in default in the event of any of the following: (a) if Lessee fails to make any payment of Rent, Additional Rent, or any other sum or amount payable hereunder and such failure shall continue for 30 days after written notice by City; (b) if Lessee fails to perform any other obligation to be performed by Lessee hereunder and such failure shall continue for 30 days after written notice by City; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Lessee shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Lessee abandons or vacates the Premises; (d) if Lessee files a petition or institutes any proceedings under the Bankruptcy Code; (e) if Lessee ceases to conduct business; (f) if any guarantor of Lessee's obligations hereunder under any guaranty of this Lease is in default;(f) if any such proceeding of similar kind or character is filed against Lessee; or (g) if Lessee is in monetary default 3 times in any 6-month period. Any notice given by City pursuant to clauses (a) or (b) of this §12.1 shall be in lieu of, and not in addition to, any notice required under the forcible entry and detainer provisions of Article IX of the Code of Civil Procedure, 735 ILCS 5/9-101, et seq. (Forcible Entry and Detainer Statute), or of any similar superseding statute. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by the Forcible Entry and Detainer Statute or any similar or successor statute.

12.2 Remedies in Default.

12.2.1 In the event of a default by Lessee, City, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Lessee or any other person, may (a) terminate this Lease and Lessee's right to possession of the Premises and recover possession of the Premises and remove all persons therefrom; (b) have the remedies available at law or in equity (City may continue the Lease in effect after Lessee's breach and abandonment and recover Rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises.

12.2.2 Lessee's right to possession shall not be deemed to have been terminated by efforts of City to re-let the Premises, by its acts of maintenance or preservation with respect to the Premises, including its entry on the Premises, appointment of a receiver to protect City's interests hereunder, or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless City shall have notified Lessee in writing that City has so elected to terminate this Lease. In the event of any entry or taking possession of the Premises as aforesaid, City shall have the right, but not the obligation, to (a) remove therefrom all or any part of the personal property located therein and place the same in storage at the expense and risk of Lessee and/or (b) erect a barricade and partition the Premises at the expense of Lessee.

12.2.3 Should City elect to terminate this Lease pursuant to the provisions of clauses (a) or (c) of §12.2.1 above, City may recover from Lessee as damages the following: (a) any unpaid Rent and other charges at the time of termination; plus (b) unpaid Rent and other charges for the balance of the Lease Term and other charges that Lessee proves could have been reasonably avoided; plus (c) any other amount necessary to compensate City for all of the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

12.2.4 If City shall elect to re-let, rentals received by City from such re-letting shall be applied first to the payment of any indebtedness (other than Rent) due hereunder from Lessee to City; second, to the payment of any cost of such re-letting (including brokerage commissions); third, to the payment of the cost of any alterations and repairs to the Premises required to re-let the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by City and applied in payment of future Rent as the same may become due and payable hereunder. Should re-letting, during any month to which such Rent is applied, result in the actual payment of rentals at less than the Rent payable during that month by Lessee hereunder, then Lessee shall pay such deficiency to City immediately upon demand therefor by City. Such deficiency shall be calculated and paid monthly. Lessee shall also pay to City, as soon as ascertained, any costs and expenses incurred by City in such re-letting or in making such alterations and repairs not covered by the rentals received from such re-letting.

12.2.5 Lessee hereby waives for Lessee and for all those claiming under Lessee all right, now or hereafter existing, to redeem by order or judgment of any court or by any legal process or writ Lessee's right of occupancy of the Premises after any termination of this Lease.

12.3 Default by City. If City terminates this Lease without cause or if the City fails to perform any of the terms, covenants, conditions, agreements, or provisions of this Lease required to be done by City, within 30 days after written notice by Lessee to City of said failure, shall be deemed a default by City (except that when the nature of City's obligation is such that more than 30 days are reasonably required for its performance, then City shall not be deemed in default if it commences performance within the 30-day period and thereafter diligently pursues the cure to completion). Lessee's sole remedy for breach of this Lease by City shall be an action at law for damages, injunction, specific performance, or termination of this Lease. Except as otherwise specifically provided in this Lease, Lessee shall have no right to terminate this Lease on account of any breach or default by City, unless termination is granted by a court of competent jurisdiction. In no event shall City be liable for consequential damages, nor shall Lessee be excused from the payment of Rent due hereunder as a result of any default by City.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

13. OBSERVANCE OF LAWS AND CODES

13.1 Generally. The Premises shall not be used in any manner where the use would violate federal law, state law, municipal ordinance, or any rule or regulation enacted pursuant to any of the above. Lessee shall perform all work in compliance with all applicable laws, rules and regulations. The Premises shall not be used in any way which would increase the insurance coverage rates. Any construction connected with utilities must be granted approval by City inspector and work be completed by licensed and bonded contractors. Permits, if required, must be obtained for any work to be completed. Lessee is responsible for obtaining and paying for all food and liquor licenses and any other license necessary to operate its business on the Premises.

13.2. Compliance with Environmental Laws. Lessee shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises; provided Lessee shall have the right to maintain on the Premises such Hazardous Materials as are reasonably necessary for the conduct of Lessee's business and the proper maintenance of the Premises as long as such Hazardous Materials are used and stored in compliance with all federal, state, and local laws, statutes, ordinances, orders, rules, regulations, and requirements (Requirements) of all governmental and quasi-governmental authorities (Authorities) with jurisdiction and all regulations relating to Hazardous Materials. At all times and in all respects, Lessee and Lessee Parties shall comply with all Requirements. Lessee is permitted to keep gasoline, petroleum derivatives and other combustible fuels, liquids and materials as may be required to operate the Premises as well as tanks for storage of said materials as long as done in compliance with this section. As used in this Lease, "Hazardous Materials" shall mean any hazardous, toxic, or radioactive substance, material, matter, or waste that is or becomes regulated by any Environmental Regulation and shall include asbestos, petroleum products, radon gas, polychlorinated biphenyls (PCBs), and all substances classified under the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 42 U.S.C. §9601, et seq.; the Resource Conservation and Recovery Act of 1976 (RCRA) as amended, 42 U.S.C. §6901, et seq.; and all environmental protection statutes of the state and municipality in which the Premises are located.

13.2.2 If at any time during or after the Lease Term Hazardous Materials are found to exist in or on the Premises (including the soils and underground water) or to have contaminated the soils, air, or underground water of the Premises, then at City's option either (a) Lessee, at its sole cost and expense, shall promptly remove such Hazardous Materials and take all such remedial action required by all Requirements of all Authorities or (b) City can undertake the foregoing work, and Lessee shall reimburse City for the actual cost thereof, plus an administrative fee of 10 percent, within 30 days after City's presentation of an invoice to Lessee therefor. Notwithstanding the foregoing, City, at its sole cost and expense, shall arrange for the necessary removal and/or remediation if Lessee can prove that the Hazardous Materials were present in or on the Premises before the date of this Lease and that such removal and/or remediation was not necessitated by any work or any other activity performed by Lessee.

13.2.3 Lessee shall indemnify, defend, protect, and hold City and each City Party free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, and expenses (including attorneys' fees), arising from or caused in whole or in part, directly or indirectly, by the failure of Lessee or any Lessee Party to comply with the terms of this Article or the use, analysis, storage, transportation,

disposal, release, threatened release, discharge, or generation by Lessee or any Lessee Party of Hazardous Materials to, in, on, under, about, or from the Premises including, without limitation, any buildings located thereon. The terms of the indemnification by Lessee set forth in this §13.2.3 shall survive the expiration or earlier termination of this Lease.

14. HOLDING OVER. If Lessee, with City's consent, remains in possession of the Premises after the expiration or sooner termination of the Lease Term, such possession by Lessee shall be deemed to be a month-to-month tenancy, terminable upon 30 days' prior written notice given at any time by either party. All provisions of this Lease shall apply to the month-to-month tenancy, except those specifying the Lease Term, options to extend, and Monthly Minimum Rent, which shall be equal to 120 percent of the Monthly Minimum Rent paid in the month immediately preceding the month-to-month tenancy. Neither any provision hereof nor acceptance by City of Rent (or partial payment of Rent) after such expiration or earlier termination without City's written consent shall be deemed a consent to a holdover hereunder or result in a renewal of this Lease or an extension of the Term or a waiver of any of City's rights or remedies with respect to such holdover. Notwithstanding any provision to the contrary contained herein, (a) City expressly reserves the right to require Lessee to surrender possession of the Premises upon the expiration of the Term of this Lease or upon the earlier termination hereof or at any time during any holdover, the right to reenter the Premises and the right to assert any remedy at law or in equity to evict Lessee and collect damages with any such holding over and (b) Lessee shall indemnify, defend, and hold City harmless from and against any and all claims, demands, actions, losses, damages, liabilities, obligations, costs, and expenses, including, without limitation, attorneys' fees, consultants' fees, and court costs incurred or suffered by or asserted against City by reason of Lessee's failure to surrender the Premises upon the expiration or earlier termination of this Lease in accordance with the provisions of this Lease. City shall have no duty whatsoever to notify or remind Lessee of any pending expiration of this Lease.

15. LATE CHARGE AND INTEREST.

15.1 Late Charge. Lessee hereby acknowledges that late payment by Lessee to City of Rent and other sums due hereunder will cause City to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of Rent or other sum due from Lessee shall not be received by City's designee on the date such Rent or other sums are due City, Lessee shall pay to City a late charge equal to 10 percent of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs City will incur by reason of late payment by Lessee. In addition, Lessee shall pay to City any attorneys' fees and expenses incurred by City by reason of Lessee's failure to pay Rent and/or other charges when due hereunder.

15.2 Interest. Any sum due and payable to City under the terms of this Lease that is not paid when due shall bear interest from the date when the same becomes due and payable by the provisions hereof until paid at a per annum interest rate equal to the lesser of (a)10 percent per annum or (b) the maximum rate allowed by applicable usury law.

16. QUIET ENJOYMENT. As long as Lessee is not in default hereunder, then, subject to the other terms and conditions of this Lease, Lessee shall not incur any manner of hindrance or interference with its quiet enjoyment, possession, and use from City, subject to the provisions of this Lease and to the

provisions of any (a) easements, licenses, covenants, conditions, and restrictions of record, including without limitation, any and all reciprocal easement agreements, development agreements, declarations of covenants, conditions, and restrictions of record, as the same may be amended or modified from time to time. City reserves the right, from time to time, to grant such new or additional easements, rights, and dedications as City deems necessary or desirable and to cause the recordation of parcel maps and covenants, conditions, and restrictions affecting the Premises. At City's request, Lessee shall join in the execution of any of the aforementioned documents.

17. RIGHT OF ENTRY. City and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose without diminution or abatement of Rent. During the last 180 days of the Lease Term, City shall have the right to show the Premises to prospective Lessees upon reasonable notice to Lessee, and City reserves the right to place a "For Lease" sign on the outside of the Premises.

18. WAIVERS. No delay or omission in the exercise of any right or remedy of City with respect to any default by Lessee shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by City. The receipt and acceptance by City of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default. City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Lessee whether or not similar to the act so consented to or approved.

19. TRANSFER OF CITY'S INTEREST. If City conveys in a sale, exchange, or otherwise all of its interest in the Premises, then City, on consummation of the conveyance, shall thereupon automatically be released from any obligation or liability thereafter accruing under this Lease.

20. ATTORNEYS' FEES. If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

21. NO ACCORD AND SATISFACTION. No payment by Lessee, or receipt by City, of a lesser amount than the Rent or other payment herein provided shall be deemed to be other than on account of the earliest Rent or other payment due and payable hereunder, nor shall any endorsement or statement on any check, or letter accompanying any check or payment, as Rent or other payment be deemed an accord and satisfaction. City may accept any such check or payment without prejudice to City's right to recover the balance of such Rent or other payment or pursue any other right or remedy provided in this Lease.

22. LIEN. A lien is hereby reserved upon the interest of Lessee in and to the Premises hereby leased and the property of Lessee upon said Premises, in favor of City, prior and preferable to any and all other liens thereupon whatsoever, for the whole of the rents to be paid by Lessee aforesaid, including installments of rent, and all rent and damages due as above provided for a breach of the lease and said property may be levied upon and sold pursuant to this provision.

23. NOTICE. All notices required under this Lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail or by overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request:

To City:	Park and Recreation Board 3635 4th Avenue Moline, IL 61265
With a copy to:	City Attorney 619 16th Street Moline, IL 61265
To Lessee:	Pretasky Roach Properties, LLC 220 17th Street South La Crosse, WI 54601

Date of any notice served by mail shall be the date on which such notice is deposited, postage prepaid, in a post office of the United States Postal Service or upon date when personally served.

24. AUTHORITY AND LIABILITY OF LESSEE. If Lessee is a corporation or a limited liability company, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that Lessee is a duly authorized and existing corporation or limited liability company, as the case may be, that Lessee has and is qualified to do business in the State of Illinois, that Lessee has full right of power and authority to enter into this Lease, and that each person signing on behalf of the corporation or limited liability company, as the case may be, is authorized to do so in accordance with the terms of such entity's articles or certificate of incorporation, bylaws, or other organizational documents. If Lessee is a partnership or trust, each individual executing this Lease on behalf of Lessee hereby covenants and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Lessee in accordance with the terms of such entity's partnership or trust agreement. Lessee shall provide City on demand with such evidence of such authority as City shall reasonably request.

25. MISCELLANEOUS.

25.1 Cumulative Remedies. No remedy herein conferred on or reserved to City is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

25.2 Waiver of Trial by Jury. City and Lessee desire and intend that any disputes arising between them with respect to or with this Lease be subject to expeditious resolution in a court trial without a jury. Therefore, City and Lessee each hereby waive the right to trial by jury of any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, or other hearing brought by either City against Lessee or Lessee against City or any matter whatsoever arising out of, or in any way connected with, this Lease, the relationship of City and Lessee, Lessee's use or occupancy of the Premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

25.3 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

25.4 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Rock Island County.

25.5 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; flood; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof, or if said party does have such bearing, said dispute occurs despite said party's good-faith efforts to resolve the same); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

25.6 Successors and Assigns. Subject to the provisions of Article 12 regarding assignment and subletting, all of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.

25.7 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, of partnership, of joint venture, or of any association between City and Lessee.

25.8 Entire Agreement; Modification. This Lease and all exhibits and/or addendums and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions, and understandings between City and Lessee concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on City or Lessee unless reduced to writing and signed by each party.

25.9 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified. If Lessee elects to dispute any billing or reconciliation from City, Lessee must do so within 180 days after Lessee's receipt of such billing or reconciliation or Lessee shall be deemed to have waived all rights to so dispute the same.

25.10 Survival of Obligations. All obligations of Lessee accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Lessee, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

25.11 Construction Costs. Should the lowest responsible and responsive bid for construction of the Captain's Table be for an amount more than $1,800,000.00 up to $2,000,000, City and Lessee agree to meet and agree to reduce the scope of the Project to come within budget or Lessee will pay additional rent to cover the overage over twenty years at 3.5% interest. If the project cost is over $2,000,000, the City will only finance up to that amount and Lessee is responsible for financing any overage.

25.12 Business District Tax. Lessee agrees to apply for, support, collect and remit a 1% Business District Tax to be imposed upon all sales at the Captain's Table Restaurant for the duration of the Lease. Said tax proceeds shall be used by the Parks Department for the maintenance of the Business District that is under the Parks' control. Lessee shall pay for the cost of creating the Business District.

25.13 Corporate Guaranty. Further, Pretasky Enterprises, LLC, a North Carolina Limited Liability Corporation and parent company to Pretasky Roach Properties, LLC, hereby guarantees payment of the rent as set forth in Exhibit D annually, and evidences such guarantee by executing a document contained in Exhibit E, which is attached hereto and by this reference hereto incorporated herein.

25.14 Replaces Prior Lease. Upon execution by the Parties, this Amended Lease Agreement fully replaces and supersedes the Lease Agreement that was executed on July 17, 2018.

IN WITNESS THEREOF, the City and Lessee hereunto set their hands and seals and have caused these presents to be signed.

[Signature Provisions on next page]

CITY OF MOLINE, ILLINOIS
(CITY)

DocuSigned by:
BY: _____
3AC43CBA499A402...
Stephanie Acri, Mayor

DocuSigned by:
BY: Don Welvaert
Don Welvaert, President
Parks and Recreation Board

ATTEST:

DocuSigned by:
_____
Janine Hollemback Parr, City Clerk

DATE: 11/24/2018

Approved as to Form:

DocuSigned by:
_____
040243326D624F2...
Maureen E. Riggs, City Attorney

Prepared by:
City of Moline
619 16th Street
Moline, IL 61265

PRETASKY ROACH PROPERTIES, LLC
(LESSEE)

DocuSigned by:
BY: Dave Pretasky
A00DBB8ED4FF4FC...
Dave Pretasky, President

Payment shall be made to the City of Moline Finance Office at 1630 8th Avenue, Moline, IL 61265.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT A
DEPICTION OF PREMISES

[Insert description of premises - We won't have a survey done until we know exactly how far the new parking lot will be extended and then we will create new legal description] The restaurant parking lot shall be expanded by at least 40 parking stalls.

EXHIBIT B
CONSTRUCTION OBLIGATIONS

1. CITY'S WORK

1.1 Prior to execution of this Lease, Lessee has inspected and is aware of the present condition of the Premises. City shall have no obligation with respect to construction within or about the Premises, except for the following improvements and/or modifications (referred to in this §1 of Exhibit B as "City's Work"):

The Captain's Table restaurant to be constructed in accordance to the drawings and plans attached hereto as Exhibit B1, specifically the design, plans, approvals, permits, fees, and construction of the building, including bringing utilities to the building, any remaining demolition, plumbing, foundation, concrete slab alterations, electrical power and lighting, natural gas piping and connections, hoods, walk-in coolers built as part of structure, HVAC systems, interior framing, interior drywall, bathrooms, exterior and interior doors, casework, millwork, painted wall finishes, floor finishes, fire sprinkler systems, fire suppression systems, parking lot improvements, sidewalks, and other site work and minimal landscaping as required by code, along with fixtures and signage.

2. LESSEE'S WORK

2.1 Lessee, at Lessee's sole expense, shall be responsible for providing wall décor, inventory, tables and chairs, furnishings, and equipment. Should the Lessee undertake any work that requires permits and drawings, Lessee shall obtain same as well as any necessary insurance required for construction work, if any is undertaken by Lessee.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT C
CONFIRMATION LETTER

[date]

Pretasky Roach Properties, LLC
220 17th Street South
La Crosse, WI 54601

RE: CONFIRMATION LETTER

Dear Lessee:

On _____, as City, as Lessor, and Pretasky Roach Properties, LLC, as Lessee, entered into a Lease for the above-referenced property. By execution of this letter, the parties acknowledge they have agreed to the following:

1. Term Commencement Date: Date possession given to Lessee
2. Rent Commencement Date: 90 Days after Term Commencement Date
3. Term Expiration Date: 30 Years from Term Commencement Date

EXHIBIT D
ANNUAL RENT SCHEDULE

Rent for term of lease:

a) Marina Rent, 10% of Dockage Fee, half of that to City and half to escrow fund for dredging
b) Base rent of $34,000 per year
c) Additional rent. It is the intent of Lessor and Lessee that all amounts spent in excess of the insurance proceeds of $967, 591 for the construction of the Captain's Table restaurant project be paid as additional rent by Lessee over the term of the Lease (30 years) at 3.5% interest. The parties estimate the additional rent to be $44,854 per year, based on an estimated total construction cost of $1,800,000 minus $967,591 in insurance proceeds for the amount of $832,409 to be paid over 30 years at 3.5% interest. This number shall be adjusted higher or lower once the final project cost has been determined. As of November 19, 2018, $61,128.50 of the $967,591 has already been spent toward the construction project.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT B1
CONSTRUCTION PLANS AND DRAWINGS TO BE INSERTED
AS EXHIBIT UPON COMPLETION.

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

EXHIBIT E
GUARANTY

DocuSign Envelope ID: C9B3E8F9-3902-4F9B-939C-8E77394F9C48

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	
Pretasky Enterprises, LLC	City of Moline	Amount: TBD
220 17th Street South	619 19th Street	
La Crosse, WI 54601	Moline, IL 61265	Date: November , 2018

GUARANTY

DATE: The date of this Guaranty is November _____, 2018.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the City of Moline (hereinafter "City") (with its participants, successors and assigns), at its option, at any time or from time to time to construct the Captain's Table Restaurant or extend other accommodations to or for the account of Pretasky Roach Properties, LLC (Lessee) or to engage in any other transactions with Lessee, the Guarantor hereby absolutely and unconditionally guarantees to the City the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBETEDNESS:

X **Specific Debts.** The Guarantor guarantees to City the payment and performance of the debt, liability or obligation of Lessee to City evidenced by or arising out of the following: Amended Lease Agreement executed November _____, 2018, and any extensions, renewals or replacements thereof (indebtedness).

X **All Debts.** Except as this Guaranty may otherwise provide, the Guarantor guarantees to City the payment and performance of each and every debt, liability and obligation of every type and description which Lessee may now or at any time hereafter owe to City (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; all such debts, liabilities and obligations (indebtedness)). Without limitation, this Guaranty includes the following described debts(s):

Lease payments pursuant to Amended Lease Agreement.

Exclusions.

☐ Guarantor will be liable for $_____ of the principal amount of the indebtedness outstanding at default and for all of the accrued interest, and the expenses of collection, enforcement or protection of City's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Guarantor's liability will not exceed _____% of the indebtedness outstanding at default and all or the accrued interest, and the expenses of collection, enforcement or protection of City's rights and remedies under this Guaranty, including reasonable attorneys' fees.

☐ Indebtedness Excludes: _____

SECURITY: The Guaranty is unsecured.

IL only X **CONFESSION OF JUDGEMENT.** If Guarantor defaults, it authorizes any attorney to appear in a court of record and confess judgment against it in favor of City. The confession of judgment may be without process and for any amount due on this Guaranty including collection costs and reasonable attorneys' fees.

By signing immediately below, Guarantor agrees to the terms of the CONFESSION OF JUDGMENT section.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty (including those on pages 2-3). Guarantor also acknowledges receipt of a copy of this Guaranty.

GUARANTOR:

_____

Pretasky Enterprises, LLC (Seal)

_____

Tracey L. Pretasky-Schmidt, Manager (Seal)

_____

Name, Title (Seal)

ADDITIONAL PROVISIONS

The Guarantor further acknowledges and agrees with City that:

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

2. This is an absolute, unconditional and continuing Guaranty of payment of the indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the City. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the City, or as to any renewals, extensions and refinancings thereof.

The Guarantor represents and warrants to the City that the Guarantor has a direct and substantial economic interest in Lessee and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions by written notice actually received by City if at any time the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future indebtedness. Accordingly, the City may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefited by this Guaranty and that the City has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revokes this Guaranty, then the City has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the City. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. The Guarantor will be liable for all indebtedness, without any limitation as to amount, plus accrued interest thereon and all other costs, fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the indebtedness, and all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The City may apply any sums received by or available to the City on account of the Indebtedness from Lessee or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmittal document, received by the City, advising that such payment is made under this Guaranty for that purpose.

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

6. Whether or not any existing relationship between the Guarantor and Lessee has been changed or ended and whether or not this Guaranty has been revoked, the City may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without any notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the City is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantors. Accommodation parties or sureties for any or all Indebtedness; ((ii) any one or more extensions or renewals of indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Lessee, any delay or lack of diligence in the enforcement of indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Lessee or any other Guarantor or other person liable in respect of any indebtedness; (v) any discharge of any evidence of indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff for indebtedness , or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the City under §1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Lessee, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the City any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Lessee or any other person liable in respect of any Indebtedness, or any setoff available against the City to Lessee or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Lessee or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Lessee's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Lessee, has

such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy petition interest and attorneys' fees and any other amounts which Lessee is discharged from paying or which do not accrue to Indebtedness due to Lessee's discharge, and Guarantor will be obligated to pay such amounts as fully as if Lessee's obligations had not been discharged.

9. If any payment applied by the City to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Lessee or any other obligor). the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of the Lessee to City have been paid in full, the Guarantor waive(s) any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Lessee or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Lessee, collateral. or other party obligated for Lessee's debt, whether or not such claim, remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The City will not be required first to resort for payment of the Indebtedness to Lessee or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness. before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the City as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

13. To induce City to enter into the Lease, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty are within Guarantor's duly authorized powers; have received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to City, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without City's prior written consent. Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor 's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those City previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor' s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the City, without further act, condition or acceptance by the City. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the City and its participants, successors and assigns. If there be more than one Guarantor, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each and every particular and shall be fully binding upon and enforceable against either, any or all the Guarantors. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the City. This Guaranty shall be governed by the laws of the State in which it is executed. The Guarantor waives notice of the City's acceptance hereof.

EXHIBIT C

PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT

(Catfish Charlie's and Marquis Harbor Marina)

THIS PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of July, 2026 ("***Effective Date***"), by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***"), and **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company authorized to do business in Illinois ("***Pretasky***") (collectively, the City and Pretasky are the "***Parties***" and individually a "***Party***").

IN CONSIDERATION OF the recitals, mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the City's home rule powers, the Parties agree as follows:

Section 1. RECITALS.

A. The City is the record title owner of the property legally described in ***Exhibit A.1***, which property is commonly known as the Catfish Charlie's and Marquis Harbor Marina, located at 4801 River Drive, Moline, Illinois ("***Property***").

B. The City, through the Moline Parks and Recreation Board, originally leased the Property to Pretasky on November 8, 1991, which lease was amended multiple times. On January 15, 2018, a structure fire destroyed the original restaurant, The Captain's Table, on the Property. The City and Pretasky desired to cooperatively redevelop the restaurant and subsequently entered into a new lease agreement on July 17, 2018. The terms of that lease proved to be economically untenable and a new 30-year Amended Lease Agreement, dated November 24, 2018, was approved by the City on November 27, 2018, pursuant to Ordinance No. 4059-2018 ("***Amended Lease***"), and which Amended Lease has been amended multiple times.

C. The Amended Lease, among other things, extended City loans to Pretasky for the redevelopment of the former Captain's Table restaurant, and subsequently known as Catfish Charlie's, in the form of 1) an equipment loan and associated note, and 2) financing for restaurant construction repaid as "additional rent" pursuant to a rent schedule attached as Exhibit D to the Amended Lease.

D. As of the Effective Date, the Catfish Charlie's restaurant has been closed. The City and Pretasky desire to terminate all preexisting agreements and understandings between the Parties, including without limitation, the Amended Lease. In addition, the City and Pretasky have negotiated certain terms that will, among other things:

1. Subdivide the Property and create distinct "Restaurant Lot" and "Marina Lot" properties;

2. Convey legal title to the Marina Lot fixed riverbed and non-fixed dock improvements and appurtenances from Pretasky to the City, and in consideration thereof, have the City waive and release Pretasky from $1,012,523.00 in City cumulative loan debt obligations;

3. Convey legal title to the Restaurant Lot from the City to Pretasky, inclusive of the Catfish Charlie's restaurant building footprint, associated off street

parking, drive lanes and ingress and egress points, and 6 boat slips for an appraised purchase price of $400,000.00, but credit back to Petrasky $50,000.00 as the assigned valuation of easements the City will require to cross the Restaurant Lot to have convenient access to the Marina Lot. For a final agreed purchase price of $350,000.00;

4. Enable Petrasky to sell the Restaurant Lot to a new owner and restaurant operator for a price not less than $350,000; and

5. Provide a mechanism for the City to take a promissory note from Petrasky in the amount of $350,000.00, as well as a mortgage or similar interest to secure the note, representing the value of the Restaurant Lot, off street parking, drive lanes and ingress and egress points, that will be paid in full by the sale proceeds from the Restaurant Lot, and enable Petrasky to keep any remaining Restaurant Lot sale proceeds above the $350,000.00 it will pay the City pursuant to the note.

E**.** The Parties agree that the termination of any and all agreements and obligations between them, pursuant to this Agreement, will enable them to pursue new business opportunities and maximize the use and development of the Property and operations on the Restaurant Lot and Marina Lot.

F. The Parties desire to consummate the real and personal property conveyances, satisfy all outstanding debt obligations between the Parties, and terminate the Amended Lease after which the provisions, obligations, terms, and conditions of the Amended Lease will have no further binding effect on either the City or Pretasky, all in accordance with and subject to this Agreement's terms.

Section 2. **DEFINITIONS; RULES OF CONSTRUCTION**.

"***City Loans***": The loans extended by the City to Pretasky, pursuant to the Amended Lease, for the redevelopment of the restaurant building on the Restaurant Lot and purchase of restaurant equipment, and which loans currently total $1,012,523.00.

"***City Quit Claim Deed***": That deed, in substantially the form of ***Exhibit B.1***, from the City to Pretasky conveying the Restaurant Lot.

"***Closing Date***": That agreed upon date, after satisfaction of all conditions precedent, when each of the conveyances set forth in Section 3 of this Agreement will be completed, and as more particularly defined in Subsection.

"***Corporate Authorities***": The Mayor and City Council of the City.

"***License Agreement***": That License Agreement by and between the City and Pretasky, its successors and assigns, in substantially the form of ***Exhibit C***, allowing cross access over the City owned docks to the six boat slips and marine fuel pump that are part of and owned and operated by the owner of the Restaurant Lot.

"***Marina Lot***": That approximately _____ acre subdivided lot of the Property legally described and depicted on ***Exhibit A.2***, inclusive of ____ boat slips and associated fixed riverbed dock improvements and appurtenances.

"***Property***": That certain approximately ___ acre parcel of real property that is comprised of the Marina Lot and Restaurant Lot and legally described and depicted on Exhibit A.

"***Pretasky Bill of Sale***": That bill of sale, in substantially the form of ***Exhibit D***, from Pretasky to the City itemizing all non-fixed dock improvements and appurtenances.

"***Pretasky Note***": That note issued by Pretasky, in substantially the form of ***Exhibit E***, to secure its $350,000.00 purchase price for the Restaurant lot, which $350,000.00 will not be due and owing until Pretasky sells the Restaurant Lot to a new third party owner and operator.

"***Pretasky Quit Claim Deed***": That deed, in substantially the form of ***Exhibit B.2***, from Pretasky to the City conveying the riverbed fixed dock improvements.

"***Restaurant Lot***": That approximately ____ acre subdivided lot of the Property legally described and depicted on ***Exhibit A.3***, inclusive of the closed Catfish Charlie's restaurant building, associated off-street parking spaces, drive lanes, ingress and egress points, and five boat slips and associated dock.

Section 3. CONVEYANCES.

A. Conveyance of Marquis Harbor Marina Fixed and Non-Fixed Dock Improvements and Appurtenances.

1. Subject to this Agreement's terms and conditions, Pretasky agrees to convey to City and City agrees to accept conveyance from Pretasky the fixed dock improvements constructed and installed on the Marina Lot, together with all non-fixed dock personal property and appurtenances owned by Pretasky remaining on the Marina Lot on the Closing Date.

2. The Parties agree that the fixed and non-fixed Marquis Harbor Marina dock improvements are valued at $1,012,523.00. The purchase price for the fixed and non-fixed Marquis Harbor Marina dock improvements will be represented by the City waiving and releasing Pretasky from any further payments on $1,012,523.00 of the City Loans. The $1,012,523.00 in City Loans will be terminated by terminating the Amended Lease, and loan and associated note for restaurant equipment.

3. The Corporate Authorities will formally terminate the Amended Lease, by ordinance duly adopted, immediately after the Corporate Authorities adopt an ordinance approving this Agreement;

4. Pretasky will deliver the Pretasky Quit Claim Deed and Pretasky Bill of Sale with the City Administrator, or his or her designee, within one day after the Corporate Authorities terminate the Amended Lease, as well as deposit $10,000.00 with the City Finance Director to account for uncompleted storm damage to the fixed and non-fixed Marquis Harbor Marina dock improvements.

B. Conveyance of Restaurant Parcel. Subject to this Agreement's terms and conditions, City agrees to convey and Pretasky agrees to accept conveyance from the City the Restaurant Lot, which conveyance will be made in two separate transactions detailed in Subparagraphs 3.B.1 and 3.B.2:

1. The purchase price for the Restaurant Lot, with associated drive lanes and ingress and egress points, and six boat slips will be $350,000.00 which will not be due and payable until such time as Pretasky sells and conveys title to the Restaurant Lot to a new third party owner and operator.

2. Pretasky will deliver the Pretasky Note with the City Administrator, or his or her designee, within one day after the City terminates the Amended Lease. The Pretasky Note will be held by the City Administrator, or his or her designee, and not released to Pretasky until such time as Pretasky (1) sells and conveys title to the Restaurant Lot to a new third-party owner and operator and (2) deposits $350,000.00 with the City to be immediately deposited in a City bank account, at the direction of and as confirmed by the City Finance Director and City Administrator.

3. The City will deliver the City Quit Claim Deed to Pretasky only after (1) the Corporate Authorities approve the termination of the Amended Lease, and (2) the delivery to the City Administrator, or his or her designee, of the Pretasky Note.

4. Subsequent to the delivery of the City Quit Claim Deed, but before Pretasky conveys title to the Restaurant Lot to a subsequent owner, the City will approve and authorize the execution of the License Agreement.

Section 4. ACCEPTANCE OF REAL AND PERSONAL PROPERTY CONVEYANCES IN "AS IS, WHERE IS" CONDITION.

A. The City and Pretasky have long standing property interests in the real and personal property to be exchanged under the terms of this Agreement. Accordingly, each Party has had ample opportunity to conduct due diligence investigations of, including, without limitation, environmental analysis and soil sampling and geotechnical analysis, fixed structural improvements, non-fixed improvements, and title and survey matters.

B. In consideration thereof, the City and Pretasky each acknowledge and agree that they will receive their respective real and personal property conveyances under this Agreement in an "AS IS, WHERE IS" conditions, together with any and all liabilities existing on the Effective Date and after the completion of a conveyance, it being expressly understood by the Parties that their voluntary entry into this Agreement represents their consent to accept their respective conveyances in an "AS IS, WHERE IS" condition.

Section 5. REPRESENTATIONS AND WARRANTIES.

A. Pretasky. Pretasky represents and warrants to City as set forth below:

1. Pretasky is a limited liability company in good standing with the State of Illinois. Pretasky has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions and conveyances contemplated by this Agreement, and the consummation of the transactions and conveyances contemplated by this Agreement will not violate any other agreement to which Pretasky is a party.

2. This Agreement has been duly authorized, executed and delivered by Pretasky, creates legal, valid and binding obligations of Pretasky, and does not violate

and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Pretasky is bound.

3. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Pretasky.

4. Pretasky has not received any written notice of a pending action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) nor, to Pretasky's knowledge, has any such investigation or proceeding been threatened against Pretasky in any case that would materially impair Pretasky's ability to consummate the transactions and conveyances

5. Pretasky has not entered into any contract, agreement, or option that remains in effect, other than this Agreement, granting to any party the right to lease or sublease the Marina Lot or any portion thereof.

6. Pretasky is not a party to any written or unwritten leases of any interest in the Marina Lot, including, without limitation, a lease or any written or unwritten contract, operating arrangement or other agreement affecting the ownership, use, or operation of the Marina Lot that could be binding upon the City, the Marina Lot, or any portion thereof.

7. Pretasky warrants that, as of the Effective Date, there are none and shall be no leases or subleases granting any third party any right of use or possession of the Marina Lot.

8. Pretasky warrants that the City shall have the exclusive right to possess, use, and operate the Marina Lot.

9. Pretasky warrants that there is no other agreement, written or oral, under which Pretasky is or could become obligated to lease, sublease, or license the Marina Lot or any interest therein, to a third party.

10. Pretasky is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code.

11. Pretasky is in compliance with the requirements of Executive Order No. 133224, 66 Fed Reg. 49079 (September 25, 2001) ("**Order**") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "**Orders**"). Pretasky, or any entity affiliated with Pretasky is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations

maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

12. Seller has good and marketable title to all items of personal property located on the Property free and clear of all liens, claims, and encumbrances, excluding personal property owned by the Tenant.

13. There are no contracts related to or concerning the Property.

14. Notwithstanding any provisions to the contrary herein, the representations and warranties of Pretasky contained in this Subsection 5.A shall survive the conveyance of the Marina Lot for a period of one year (Pretasky hereby agreeing to indemnify and hold harmless City from any and all liabilities, costs, damages and expenses arising from or related to the breach of any such representations and warranties as to conditions existing prior to the conveyance of the Marina Lot, for such period.

B. City. City represents and warrants to Pretasky as set forth below.

1. City has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which City is a party.

2. This Agreement has been duly authorized, executed and delivered by City, creates legal, valid and binding obligations of City, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which City is bound.

3. No consent, waiver, approval or authorization is required from any other person or entity in connection with the execution, delivery and performance of this Agreement by City.

Section 6. TAXES. All real estate taxes and any special assessment imposed on the Property ("**Taxes**") for the Property, before subdivision, shall be prorated and adjusted to the date of conveyance of the Marina Lot from Pretasky to the City. Pretasky shall pay (or cause to be paid) all Taxes due and payable on or prior to the date of conveyance of the Marina Lot. Buyer shall receive a credit prorated in accordance with this Section for all accrued and unpaid Taxes for 2026 and the year of the conveyance of the Marina Lot and the amount of the credit shall be calculated based on one hundred five (105%) percent of the 2025 (which shall be the most recent ascertainable tax bill at that time) real estate tax bill (first and second installments).

Section 7. UTILITIES. Pretasky will obtain, as close to the Closing Date as practicable, final meter readings for utilities serving the Marina Lot and will pay final utility invoices.

Section 8. **DELIVERY OF POSSESSION OF PROPERTY.** Pretasky shall deliver exclusive possession of the Marina Lot to City, as well as all keys, remotes, access codes, and other information necessary to access the Marina Lot and all structures and fixed and non-fixed improvements located thereon.

Section 9. **LIABILITY AND INDEMNITY OF CITY.**

A. City Procedure. Pretasky acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

B. Indemnity. Pretasky agrees to, and does hereby, hold harmless and indemnify the City, the Corporate Authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys (collectively, each an "***Indemnified Party***") , from any and all claims that may be asserted at any time against any of them in connection with the City Procedures as set forth in Subsection 9.A of this Agreement.

C. Defense Expense. Pretasky will, and does hereby agree to, pay all expenses, including without limitation legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the claims referenced in Section 9.B of this Agreement.

Section 12. **NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS**. All obligations assumed by either Party under this Agreement will be binding on each Party, and on any and all of their respective heirs, successors, and assigns.

Section 13. **ENFORCEMENT**. The Parties to this Agreement may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Pretasky agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the City, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement.

Section 14. **GENERAL PROVISIONS**.

A. Notice. Any notice or communication required or permitted to be given under this Agreement will be in writing and will be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 14.A, each party to this Agreement will have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the City will be addressed to, and delivered at, the following address:

City of Moline
Attn: Bogdan Vitas Jr.
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to: Ancel Glink, P.C.
Attn: David S. Silverman
140 S. Dearborn, Suite 600
Chicago, IL 60603
dsilverman@ancelglink.com

Notices and communications to Pretasky will be addressed to, and delivered at, the following address:

Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480
E-mail:dave.pretasky@duratech.com

With a copy to:

Johns, Flaherty & Collins, S.C.
Exchange Building
205 Fifth Avenue South, Suite 600
P.O. Box 1626
La Crosse, WI 54602-1626
ATTN: Brandon J. Prinson
E-mail: brandon@johnsflaherty.com

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

D. Non-Waiver. The City will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City will not be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.

E. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent will be in writing.

F. Governing Law. This Agreement will be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Severability. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any Person or property will not be impaired thereby, but the remaining provisions will be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

I. Interpretation. This Agreement will be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement will be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

J. Exhibits. Exhibits A through E attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.

K. Amendments and Modifications. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

L. Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Requirements of Law will be deemed to include any modifications of, or amendments to, the Requirements of Law that may occur in the future.

M. Authority to Execute. The each Party represents to the other Party that the persons executing this Agreement have been properly authorized to do so.

N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person will be made, or be valid, against the City or the Pretasky.

O. Counterparts. This Agreement may be executed in counterpart, each of which will constitute an original document, which together will constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By:_____
Its: City Clerk

THE CITY OF MOLINE,
an Illinois home rule municipal corporation

By:_____
Its: Mayor

ATTEST:

By:_____

Its:_____

PRETASKY ROACH PROPERTIES, LLC
a North Carolina limited liability company

By: Dave Pretasky

Its: Managing Partner/Member
6/14/26

EXHIBIT LIST

Exhibit A.1	Property Legal Description
Exhibit A.2	Marina Lot Legal Description
Exhibit A.3	Restaurant Lot Legal Description
Exhibit B.1	City Quit Claim Deed
Exhibit B.2	Pretasky Quit Claim Deed
Exhibit C	License Agreement
Exhibit D	Pretasky Bill of Sale
Exhibit E	Pretasky Note

EXHIBIT A.1
Property Legal Description

PIN: 08-35-100-003

Legal Description:

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6 AND PART OF SUBLOT 3 IN LOT 6 OF LECLAIRE'S RESERVE, LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND COUNTY, ILLINOIS

EXHIBIT A.2
Marina Lot Legal Description

LEGAL DESCRIPTION
Parcel 08-35-100-002 (former Parcel 08-4727)
Inclusive of 4913 River Drive – MARINA PARCEL (PARCEL H PER PLAT)
Part of Sublot 8 of Lot 6 in Le Claire's Reserve, Township 18 North, Range 1 West of the 4th Principal Meridian; more particularly described as follows:
Commencing at the intersection of the north right-of-way line of River Drive and the northerly extension of the easterly right-of-way line of 48th Street;
Thence along said north right-of-way line of River Drive, North 84°31'15" East, a distance of 552.95 feet to the east line of the Restaurant Parking & Dock Lease Parcel and the Point of Beginning;
Thence along said east line of said Lease Parcel, and its northerly extension, North 00°05'36" West, a distance of 90.14 feet;
Thence South 84°52'24" West, a distance of 36.75 feet;
Thence North 07°47'52" West, a distance of 140.62 feet;
Thence South 82°24'18" West, a distance of 85.13 feet
Thence South 07°45'47" East, a distance of 96.70 feet;
Thence South 84°53'51" West, a distance of 99.86 feet to an easterly line of the City Parking and Pathway Parcel;
Thence along said easterly line, North 07°47'52" West, a distance of 80.18 feet, more or less, to the assumed, ordinary low water line of the Mississippi River;
Thence northerly and easterly and upstream along said ordinary low water line for the next nine (9) courses:

North 22°23'33" East, a distance of 150.49 feet;
North 42°18'26" East, a distance of 22.71 feet;
North 75°13'18" East, a distance of 32.16 feet;
North 86°10'39" East, a distance of 97.55 feet;
North 84°34'39" East, a distance of 659.30 feet, more or less;
South 86°33'18" East, a distance of 61.60 feet, more or less;
North 87°31'22" East, a distance of 92.07 feet, more or less;
North 80°46'30" East. a distance of 63.85 feet, more or less;
South 86°15'11" East, a distance of 42.90 feet to the easterly limits of described parcel, also being the easterly line of that real estate as conveyed to the City of Moline by Warranty Deed per Record Book 274, page 494;

Thence along said easterly limits of said parcel, South 00°07'44" East, a distance of 326.97 feet to the north right-of-way line of old River Drive;
Thence along said north right-of-way line, South 55°45'12" West, a distance of 51.73 feet to the current north right-of-way line of River Drive;
Thence along said north right-of-way South 84°31'15" West, a distance of 832.58 feet to the Point of Beginning.
The above-described real estate contains 8.36 acres, more or less.

EXHIBIT A.3
Restaurant Lot Legal Description

PARCEL 08-35-100-001 (FORMER PARCEL 08-4728-A)
RESTAURANT PARKING LOT & DOCK (PARCEL G-1 ON SURVEY)

PART OF SUBLOT 1 OF LOT 5 AND PART OF SUBLOT 8 OF LOT 6 IN LE CLAIRE'S RESERVE, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE, SOUTH 84°31'15" WEST, A DISTANCE OF 60.24 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, SOUTH 00°23'07" EAST, A DISTANCE OF 10.16 FEET;
THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 79°31'46" WEST, A DISTANCE OF 131.93 FEET TO THE WESTERLY LINE OF THAT PROPERTY CONVEYED BY TRUSTEE'S DEED FROM MOLINE NATIONAL BANK TO THE CITY OF MOLINE PER RECORD BOOK 343, PAGE 270;
THENCE ALONG SAID WESTERLY LINE NORTH 00°23'07" WEST, A DISTANCE OF 70.15 FEET;
THENCE SOUTH 84°52'04" EAST, A DISTANCE OF 143.64 FEET;
THENCE ALONG A CURVE CONCAVE NORTHEAST, WITH AN ARC LENGTH OF 47.39 FEET, WITH A RADIUS LENGTH OF 265.09 FEET, WITH A CHORD BEARING OF SOUTH 89°05'29" EAST, WITH A CHORD LENGTH OF 47.33 FEET;
THENCE NORTH 84°31'28" EAST, A DISTANCE OF 326.54 FEET;
THENCE NORTH 07°47'52" WEST, A DISTANCE OF 41.95 FEET;
THENCE NORTH 59°36'32" EAST, A DISTANCE OF 39.51 FEET;
THENCE NORTH 05°06'09" WEST, A DISTANCE OF 14.31 FEET;
THENCE NORTH 84°53'51" EAST, A DISTANCE OF 62.67 FEET;
THENCE NORTH 07°45'47" WEST, A DISTANCE OF 96.70 FEET;
THENCE NORTH 82°12'08" EAST, A DISTANCE OF 85.13 FEET;
THENCE SOUTH 07°47'52" EAST, A DISTANCE OF 140.62 FEET;
THENCE NORTH 84°52'24" EAST, A DISTANCE OF 36.75 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 90.14 FEET TO THE NORTH RIGHT OF WAY LINE OF RIVER DRIVE;
THENCE ALONG SAID RIGHT OF WAY, SOUTH 84°31'15" WEST, A DISTANCE OF 12.00 FEET TO THE EAST LINE OF THE RESTAURANT BUILDING PARCEL (PARCEL G-2);
THENCE ALONG THE EASTERLY LINE OF SAID RESTAURANT BUILDING PARCEL, NORTH 05°07'36" WEST, A DISTANCE OF 66.15 FEET TO THE NORTHERLY LINE OF AFORESAID PARCEL;
THENCE ALONG SAID NORTHERLY LINE OF AFORESAID PARCEL, SOUTH 84°52'30" WEST, A DISTANCE OF 142.50 FEET TO THE WESTERLY LINE OF AFORESAID PARCEL;
THENCE ALONG SAID WESTERLY LINE, SOUTH 05°07'36" EAST, A DISTANCE OF 67.03 FEET TO THE NORTH RIGHT OF WAY LINE OF RIVER DRIVE;
THENCE ALONG SAID NORTH RIGHT-OF-WAY SOUTH 84°31'15" WEST, A DISTANCE OF 398.44 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 1.42 ACRES, MORE OR LESS.

PARCEL 08-35-100-003 (FORMER PARCEL 08-4727-L)
RESTAURANT BUILDING PAD PARCEL (PARCEL G-2 ON SURVEY)

PART OF SUBLOT 8 OF LOT 6 IN LE CLAIRE'S RESERVE, TOWNSHIP 18 NORTH, RANGE 1 WEST OF THE 4TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE, NORTH 84°31'15" EAST, A DISTANCE OF 398.44 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 67.03 FEET;
THENCE NORTH 84°52'30" EAST, A DISTANCE OF 142.50 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 70.39 FEET TO THE NORTH RIGHT-OF-WAY OF RIVER DRIVE, AS AMENDED BY VACATION;
THENCE ALONG SAID NORTH RIGHT-OF-WAY SOUTH 84°31'15" WEST, AS AMENDED BY VACATION, A DISTANCE OF 142.51 FEET;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 3.36 FEET TO THE POINT OF BEGINNING.
THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 10,031 SQUARE FEET, 0.23 ACRES MORE OR LESS.

EXHIBIT B.1
City Quit Claim Deed

QUIT CLAIM DEED

MAIL TO:
Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480

TAXPAYER and GRANTEE:
Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480

THE GRANTOR: **CITY OF MOLINE,** an Illinois home rule municipal corporation**,** of the County of Rock Island, State of Illinois, for and in consideration of Ten and no/100 dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company authorized to do business in Illinois ("GRANTEE"), all interest in the following described Real Estate situated in the County of Rock Island, in the State of Illinois, to wit:

ADDRESS: _____ River Drive, Moline, IL 61265

Permanent Index Number (PIN): _____

[INSERT LEGAL DESCRIPTION]

Subject to: The Purchasers Obligations set forth in Exhibit A attached to and, by this reference, made a part of this Deed, general real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises subject only to the Deed Restrictions set forth in **Exhibit A** attached hereto and incorporated herein.

GRANTOR makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the Grantor acquired title.

DATED this _____ day of _____, 2026.

GRANTOR:
City of Moline, an Illinois home rule municipality

(CITY SEAL HERE)

_____
Sangeetha Rayapati, Mayor

_____
Stephanie Murphy, City Clerk

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that **Sangeetha Rayapati and Stephanie Murphy,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as Mayor and Clerk of the City of Moline and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Commission expires
_____, 2026

_____
NOTARY PUBLIC

(NOTARY SEAL HERE)

:

NAME and ADDRESS OF PREPARER:

David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

CITY OF MOLINE TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE:_____

_____
Signature of Buyer, Seller or Representative

EXHIBIT B.1

EXHIBIT A

PURCHASER OBLIGATIONS

Purchaser/Grantee agrees to accept conveyance of the Property subject to each of the following conditions subsequent which shall be binding upon and enforceable against Purchaser/Grantee, its successors and assigns as follows:

- Purchaser/Grantee shall, upon the execution date of this Deed, deliver the Petrasky Note in the form of Exhibit E to that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT**, with an Effective Date of _____ __, 2026 ("***Agreement***"), and pursuant to the provisions set forth in Subsection 3.B.2 of the Agreement;

- Purchaser/Grantee shall, upon the execution date of this Deed, deliver the Petrasky Quit Claim Deed and Pretasky Bill of Sale in the form of Exhibits B.2 and D E to the Agreement, and pursuant to the provisions set forth in Subsection 3.A.4 of the Agreement;

- Purchaser/Grantee shall, within twelve (12) months from the execution date on the Deed, have sold and conveyed legal title to a subsequent owner and restaurant operator and have paid the City $350,000.00 as the delayed purchase price for the Property, as provided in the Agreement.

Upon a showing of hardship, the period of compliance for any of the above conditions subsequent may be extended for up to six (6) months. A hardship may occur when unforeseen events prevent the performance of Purchaser/Grantee's obligations and where performance by Purchaser/Grantee would result in an excessive burden being placed on the Purchaser/Grantee. The finding of a hardship and the granting of an extension are in the City's sole discretion. Any extension shall only be effective if set forth in writing by the City Administrator, or his or her designee, for the City of Moline.

In the event of breach of any of the conditions subsequent, Seller/Grantor shall have a right of reentry to reenter, retake and repossess the Property and thereby terminate all right, title and interest Purchaser/Grantee may have or ever had in and to the Property, including any alterations or financial investment Purchaser has made related to the Property. It is intended by the Parties, and the Seller/Grantor expressly acknowledges for itself, and all its successors in interest that the interest so reserved to the Seller/Grantor is a RIGHT OF REENTRY FOR BREACH OF THE CONDITION(S) SET FORTH HEREIN.

Additionally, in the event of breach of any of the conditions subsequent, the City may, in its sole discretion, provide terms for curing any breach ("Remedial Terms and Conditions"). Purchaser/Grantee's failure to strictly comply with any Remedial Terms and Conditions shall constitute a breach. The City shall not be obligated to provide Remedial Terms and Conditions before exercising its right of reentry.

The failure by the Seller/Grantor to enforce any right of reentry shall in no event be deemed a waiver of the right of Seller/Grantor to thereafter enforce the right of reentry created hereby.

Seller/Grantor shall have the authority to enforce the right of reentry in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of the conditions created herein.

Upon satisfaction by Purchaser/Grantee of the conditions set forth herein, the Seller/Grantor will provide the Purchaser/Grantee with a Certificate of Satisfaction and Termination of Right of Reentry in recordable form certifying that the conditions and all rights to reenter, retake, and repossess the Property are terminated and extinguished ("Certificate of Satisfaction").

In order to obtain the Certificate of Satisfaction, Purchaser/Grantee must provide the City Administrator with a written request for the Certificate of Satisfaction with documentation that

Purchaser/Grantee has satisfied all conditions set forth herein. Such documentation shall include, but is not be limited to, a copy of a fully executed purchase and sale agreement between Purchaser/Grantee and a third-party owner-occupant and an affidavit from the third-party owner attesting that the third-party owner intends to occupy and operate the Property as a restaurant upon purchasing the Property from the Purchaser/Grantee..

Within five (5) business days of receipt of the Documentation, the City Administrator will inform the Purchaser/Grantee as to whether the conditions have been met to issue a Certificate of Satisfaction and if appropriate, provide the Certificate of Satisfaction to the Purchaser/Grantee. In the event that all of the obligations as set forth herein have not been met, the City may deny the request and identify the basis for such denial as well as define what steps, the Purchaser/Grantee can take to obtain the Certificate of Satisfaction including additional City inspections of the Property.

The invalidation of any one of the conditions contained herein by a court of competent jurisdiction shall in no way affect any of the other conditions contained herein, which shall remain in full force and effect.

EXHIBIT B.2
Pretasky Quit Claim Deed

QUIT CLAIM DEED

MAIL TO:
City of Moline
ATTN: City Clerk
619 16th Street
Moline, IL 61265

TAXPAYER and GRANTEE:
City of Moline
ATTN: City Clerk
619 16th Street
Moline, IL 61265

THE GRANTOR: **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company authorized to do business in the State of Illinois, for and in consideration of Ten and no/100 dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, CONVEYS and QUIT CLAIMS to **CITY OF MOLINE,** An Illinois home rule municipal corporation ("GRANTEE"), all interest in the following described Real Estate situated in the County of Rock Island, in the State of Illinois, to wit:

ADDRESS: _____ River Drive, Moline, IL 61265

Permanent Index Number (PIN): _____

[INSERT LEGAL DESCRIPTION]

Subject to: General real estate taxes not due and payable at the time of closing; covenants, conditions, and restrictions of record; building lines and easements, if any.

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises.

GRANTOR makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the title of the property prior to the date the Grantor acquired title.

DATED this _____ day of _____, 2026.

GRANTOR:
Pretasky Roach Properties, LLC, a North Carolina limited liability company

_____
_____its_____

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____**,** personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as _____ of Pretasky Roach Properties, LLC and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 2026.

Commission expires
_____, 2026

_____
NOTARY PUBLIC

(NOTARY SEAL HERE)

:

NAME and ADDRESS OF PREPARER:

David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

CITY OF MOLINE TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH (b), REAL ESTATE TRANSFER ACT

DATE:_____

_____
Signature of Buyer, Seller or Representative

EXHIBIT B.2

EXHIBIT C
Form of License Agreement

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

David S. Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

Above Space for Recorder's Use Only

MARQUIS HARBOR MARINA DOCKS LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("***Agreement***") is made as of this ____ day of _____, 2026, by and between the **CITY OF MOLINE**, an Illinois home rule municipal corporation ("***City***") and **PRETASKY ROACH PROPERTIES, LLC,** a North Carolina limited liability company ("***Pretasky***"), for and on behalf of the general public.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the City's home rule powers, the parties hereby agree as follows:

A. City is the owner of that certain property and marina docks and associated improvements and appurtenances, legally described in **Exhibit A** attached hereto and by this reference made a part hereof (hereinafter referred to as the "***Premises***").

B. City and Pretasky have executed that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT** with an Effective Date of _____ , 2026, ("***Agreement***") that, among other things, (1) conveyed ownership in the Premises marina docks and associated improvements and appurtenances from Pretasky to the City, and (2) conveyed ownership in the Restaurant Lot, as defined in the Agreement, from the City to Pretasky, which included six boat slips at the Premises;

C. Subsection 3.B.4 of the Agreement contemplates that the City will ensure cross access and ingress and egress on the Premises docks for the benefit of Pretasky, its invitees, agents, employees, and patrons, expressly subject City's rules and regulations as City may, from time-to-time, establish and also expressly subject to City's right to exclude and City's right to terminate this Agreement;

D. The City now wishes to grant to the Village, on behalf of the general public, and the Village wishes to receive, a non-exclusive license to utilize Premises as more fully set forth below.

1. Grant of License. City hereby grants to Pretasky, on behalf of its invitees, agents, employees, and patrons, a limited use, revocable, non-exclusive license, subject to such rules and regulations as City may from time-to-time establish, to utilize that limited portion of the Premises designated as the Marquis Harbor Marina License Area, as depicted on **Exhibit B**, for their intended cross access and ingress and egress purposes, said use being expressly subject to all of the terms and conditions set forth

in this Agreement. Pretasky hereby consents to the terms of the limited use revocable non-exclusive license. Hereafter, any use of the Marquis Harbor Marina License Area shall constitute acceptance of the terms and conditions of this Agreement and any Rules and Regulations established by City. The license shall be without cost to Pretasky its invitees, agents, employees, and patrons.

3. **Term of License**. This Agreement will have an initial 19-year term, and will automatically renew for 10 year terms thereafter, unless sooner revoked by either party.

4. **License Only**. This Agreement creates a license only and Pretasky acknowledges that Pretasky does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Premises, or any portion thereof, specifically including the Marquis Harbor Marina License Area, by virtue of this Agreement or the use of the Marquis Harbor Marina License Area pursuant to this Agreement. Pretasky acknowledges that City owns the Premises and nothing in this Agreement is intended to create, or shall hereafter be deemed to create, a property interest in the Premises for Pretasky its invitees, agents, employees, and patrons.

5. **Owner's Exclusive Possession.** At all times during the term of this Agreement, City shall retain the right of exclusive possession and control of the Marquis Harbor Marina License Area, specifically including the right to exclude any and all others from use of the Public Plaza Areas or any portion of the Public Plaza Areas at its sole and absolute discretion. Pretasky hereby acknowledges and accepts that the use of the Marquis Harbor Marina License Area permitted by this Agreement is non-exclusive and expressly subject to City's right to exclude any and all others from the use of the Marquis Harbor Marina License Area or any portion of the Marquis Harbor Marina License Area, at its sole and absolute discretion, pursuant to the terms and conditions of this Agreement.

6. **Rules & Regulations**. Pretasky's use of the Marquis Harbor Marina License Area is expressly subject to the rules and regulations that may be adopted or amended by City from time-to-time, in its sole and absolute discretion ("***Rules and Regulations***").

7. **Enforcement.** City has the right, in its sole and absolute discretion, to enforce its Rules and Regulations, specifically including the right to exercise exclusive use of the Marquis Harbor Marina License Area or any portion thereof and the right to exclude or eject any individual from his/her use of the Marquis Harbor Marina License Area or any portion thereof. Failure of City to enforce the Rules and Regulations will not be a waiver of any violation thereof and will not prevent the future enforcement of the Rules and Regulations at City's sole and absolute discretion. Pretasky acknowledges that City may, if it so choses, request enforcement assistance from Pretasky and that Pretasky will so assist City in the enforcement of the Rules and Regulations. No notice, written or otherwise, will be required prior to City's exercise of its right to exclusive possession of the Marquis Harbor Marina License Area or any portions thereof or prior to City's exclusion or ejection of any individual from his/her use of the Marquis Harbor Marina License Area or any portion thereof.

8. **Assumption of Liability.** By use of the Marquis Harbor Marina License Area, each and every user of the Marquis Harbor Marina License Area does voluntarily consent to the Rules and Regulations and assumes any and all risks incident to the use of the Marquis Harbor Marina License Area, including the risk of lost, stolen or damaged property or personal injury or fatality, whether such injuries or fatality occurred prior to, during or after use of the Marquis Harbor Marina License Area.

9. **Termination.** Notwithstanding anything to the contrary in this Agreement, City shall provide Pretasky with not less than seven (7) business days prior written notice of its intent to terminate this Agreement; provided, however, that in the event of an emergency, City will have the right to terminate this Agreement without prior notice to Pretasky. Any notice provided under this Section 9 will be delivered in accordance with Section 14 of this Agreement.

10. **Non-Waiver.** Failure of either party to this Agreement to insist upon the strict and prompt performance of the license, rights, restrictions, agreements and covenants contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of either party's right thereafter to enforce

any such license, rights, restrictions, agreements or covenants, and the same shall continue in full force and effect.

11. **Successors and Assigns**. This Agreement will be binding on Pretasky's successors and assigns, provided that any such successor or assign operates a restaurant on the Restaurant Lot.

12. **Laws and Permits**. The use of the Marquis Harbor Marina License Area shall be in compliance with applicable Federal, State and local laws, rules and regulations, and lawful administrative orders issued under authority hereof.

13. **No Warranty; Integration**. City makes no representations, statement, warranty or agreement to Pretasky in or in connection with this Agreement or the Premises and the Marquis Harbor Marina License Area. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

14. **Notices**. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3d) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, or via e-mail, as follows:

City of Moline
Attn: Bogdan Vitas Jr.
619 16th Street
Moline, IL 61265
bvitas@moline.il.us

With a copy to: Ancel Glink, P.C.
Attn: David S. Silverman
140 S. Dearborn, Suite 600
Chicago, IL 60603
dsilverman@ancelglink.com

Notices and communications to Pretasky will be addressed to, and delivered at, the following address:

Pretasky Roach Properties, LLC
130 Short Street
Wrightsville Beach, NC 28480
E-mail:_____

With a copy to:

Johns, Flaherty & Collins, S.C.
Exchange Building
205 Fifth Avenue South, Suite 600
P.O. Box 1626
La Crosse, WI 54602-1626
ATTN: Brandon J. Prinson
E-mail: brandon@johnsflaherty.com

15. **Recording**. After Pretasky has paid to the City an amount sufficient to cover the cost of recording this Agreement, the City shall promptly cause this Agreement to be recorded in the office of the Recorder of Rock Island County.

16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

[Signature Pages Follow}

EXHIBIT D
Form of Pretasky Bill of Sale

STATE OF ILLINOIS)
) SS
COUNTY OF ROCK ISLAND)

BILL OF SALE

Seller, **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company ("Seller"), in consideration of $10.00, the receipt and sufficiency of which is hereby acknowledged, ,shall and does hereby sells to the **CITY OF MOLINE**, and Illinois home rule municipal corporation ("Buyer"), the following personal property located 4801 River Drive, Moline, Illinois 61265 (PIN: _____), commonly known as the Marquis Harbor Marina ("***Property***"):

All items of personal property associated with the non-fixed dock improvements at the Property and referenced in the **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT** dated _____, 2026, by and between the Buyer and Seller

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and the Seller has full right, power and authority to sell said personal property and to make this Bill of Sale.

ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.

If this Bill of Sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale.

EXHIBIT ONLY, NOT TO BE EXECUTED

_____
_____its_____

SUBSCRIBED and SWORN TO before
me on _____.

_____
Notary Public

Prepared by:
David Silverman
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, IL 60603

EXHIBIT E
Form of Pretasky Note

MAXIMUM AMOUNT $350,000.00

UNITED STATES OF AMERICA
STATE OF ILLINOIS
PRETASKY ROACH PROPERTIES, LLC

Registered Owner:	**CITY OF MOLINE, ILLINOIS**, an Illinois home rule municipal corporation
Dated Date:	__, 2026

KNOW ALL PERSONS BY THESE PRESENTS, that **PRETASKY ROACH PROPERTIES, LLC**, a North Carolina limited liability company, (the "Pretasky"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, $350,000.00 (the "Maximum Principal Amount"), as provided in that certain **PERSONAL PROPERTY AND REAL ESTATE EXCHANGE AND PURCHASE SALE AGREEMENT**, with an effective date of _____ __, 2026, (the "Agreement") by and between the City of Moline and the Pretasky, subject to the terms and conditions of the Agreement, (the "Indebtedness"). The Indebtedness outstanding on this Note is immediately payable in full upon Pretasky's sale of the Restaurant Lot, as defined in the Agreement. Pretasky hereby represents that it will specifically allocate $350,000.00 from the sale of the Restaurant Lot to satisfy its obligations under this Note; provided, however, that in the event that Pretasky does not sell the Restaurant Lot for at least $350,000.00, Pretasky shall ensure that any shortfall is promptly made up through the contribution from other monetary sources owned and under the control of Pretasky, either in a Federal Deposit Insurance Corporation ("FDIC") insured banking institution or savings and loan association, or the sale or liquidation of other assets owned by Pretasky (the "Security"); which Security is hereby pledged to Registered Owner for the repayment of the amounts due under this Note, and the Pretasky hereby grants to Registered Owner a first lien and priority security interest in such Security for repayment of this Note.

The Indebtedness of this Note is payable in lawful money of the United States of America, and shall be made immediately upon the sale of the Restaurant Lot, with any shortfall being made up through the Security, and shall be paid by check or draft mailed to the address of the Registered Owner as it appears in the Agreement, or through a wire transfer or other electronic funds transfer, as approved and directed by the Registered Owner;.

This Note is issued by Pretasky in fully registered form to evidence advances made by the Registered Owner up to the Maximum Amount for the purpose of paying the delayed purchase price of the Restaurant Lot, as specified in the Agreement.

Reference is hereby made to the Agreement, for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to the Note and the terms and conditions under which the Note is issued and secured.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of Pretasky, does not exceed or violate any constitutional or statutory limitation applicable to Pretasky.

[Signature Page Follows]

IN WITNESS WHEREOF, Pretasky has caused this Note to be signed by the duly authorized manual or electronic signature of its Manager or Member Manager and attested by the duly authorized manual or electronic signature of such other authorized member of the limited liability company, all as of _____, 2026.

EXHIBIT ONLY, NOT TO BE EXECUTED

_____

_____ its _____

(SEAL)

Attest:

_____

_____its_____

CERTIFICATE OF AUTHENTICATION

This Note is described in the within mentioned Agreement and is the $350,000.00 Pretasky owes to the City of Moline for the delayed purchase price of the Restaurant Parcel

_____

Date:_____

4934-4233-3876, v. 4

AGENDA ITEM DETAIL
July 7, 2026

An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

SUGGESTED ACTION: Advance to second reading

ATTACHMENTS: CED ORD2 Amy-ChrisP-ROW Vacation 4801 River Drive-EXP.pdf
CED ORD2 Amy-ChrisP-ROW Vacation 4801 River Drive-CB xg.pdf

An Ordinance approving the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

Explanation: The building located on the City-owned Parcel/PIN No. 08-35-100-003 (the "Parcel") via a ground lease, commonly known as 4801 River Drive, Moline, Illinois, constructed in 2019, encroaches upon City right-of-way to the south. The encroachment area contains 524 square feet or .012 acres, more or less, as depicted on Exhibit A (the "Property"). Said Property will be incorporated into the legal description of the Parcel to support the sale of the Parcel to a third-party under separate Ordinance. City staff finds it to be in the public interest to vacate the Public Rights-of-Way depicted and described on the Vacation Plat, consisting of one sheet dated June 23, 2026 ("Vacation Plat").

Staff Recommendation: Approval
Fiscal Impact: N/A

Council Bill/General Ordinance No.
Sponsor:

AN ORDINANCE

APPROVING the vacation of certain public rights-of-way along River Drive in the City of Moline, due to building encroachment.

WHEREAS, the City of Moline ("City") is a home rule municipality under the Illinois Constitution of 1970; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that the corporate authorities may vacate a street or alley, or part thereof, within their jurisdiction in any incorporated area when it determines that the public interest will be served by such vacation; and

WHEREAS, the building located on the City-owned Parcel/PIN No. 08-35-100-003 (the "Parcel") via a ground lease, commonly known as 4801 River Drive, Moline, Illinois, constructed in 2019, encroaches upon City right-of-way to the south; and

WHEREAS, the encroachment area contains 524 square feet or .012 acres, more or less, as depicted on Exhibit A (the "Property"); and

WHEREAS, said Property will be incorporated into the legal description of the Parcel to support the sale of the Parcel to a third-party under separate Ordinance; and

WHEREAS, City staff finds it to be in the public interest to vacate the Public Rights-of-Way depicted and described on the Vacation Plat, consisting of one sheet dated June 23, 2026 ("Vacation Plat"), and which Vacation Plat is attached as Exhibit A and by this reference made a part of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, in the exercise of its home rule powers, as follows:

Section 1 - The foregoing recitals are hereby incorporated into this Ordinance as though fully set forth in this Section 1.

Section 2 – **VACATION PLAT APPROVAL.** The Vacation Plat shall be and is hereby approved in substantially the form of Exhibit A.

Section 3 – **AUTHORIZATION.** The City Council hereby authorizes the vacation of Public Rights-of-Way, depicted and described on Exhibit A, to recognize the existing encroachment of a constructed facility.

Section 4 - RECORDATION. The City's Paralegal shall be, and is hereby, authorized and directed to record, or cause to be recorded, this Ordinance together with the Vacation Plat, upon completion, in the Office of the Rock Island County Recorder of Deeds.

Section 5 - RESERVATION OF UTILITY AND ENFORCEMENT EASEMENTS.

Notwithstanding anything to the contrary in this Ordinance, any preexisting rights of any utility provider as well as public and life safety vehicles and personnel, including the City, in, at, over, along, across, through, upon, and under the vacated Public Rights-of-Way, will be reserved and maintained.

Section 6 - EFFECTIVE DATE.

This Ordinance shall be effective upon the occurrence of the following events:

a. passage by at least a three-fourths supermajority vote of the Corporate Authorities then holding office, as required by law;
b. publication in pamphlet form in the manner required by law; and
c. the recordation of this Ordinance together with such exhibits as the City's Paralegal deems appropriate for recordation in the Office of the Rock Island County Recorder.

CITY OF MOLINE, ILLINOIS

_____
Mayor

July 21, 2026
Date

Passed: July 21, 2026

Minutes Approved: August 4, 2026

Attest: _____
City Clerk

Exhibit A
Vacation Plat

RIGHT-OF-WAY VACATION

PART OF SUBLOT 1 IN LOT 5, PART OF SUBLOT 8 IN LOT 6
AND PART OF SUBLOT 3 IN LOT 60F LECLAIRE'S RESERVE,
LAYING NORTH OF RIVER DRIVE, CITY OF MOLINE, ROCK ISLAND
COUNTY, ILLINOIS

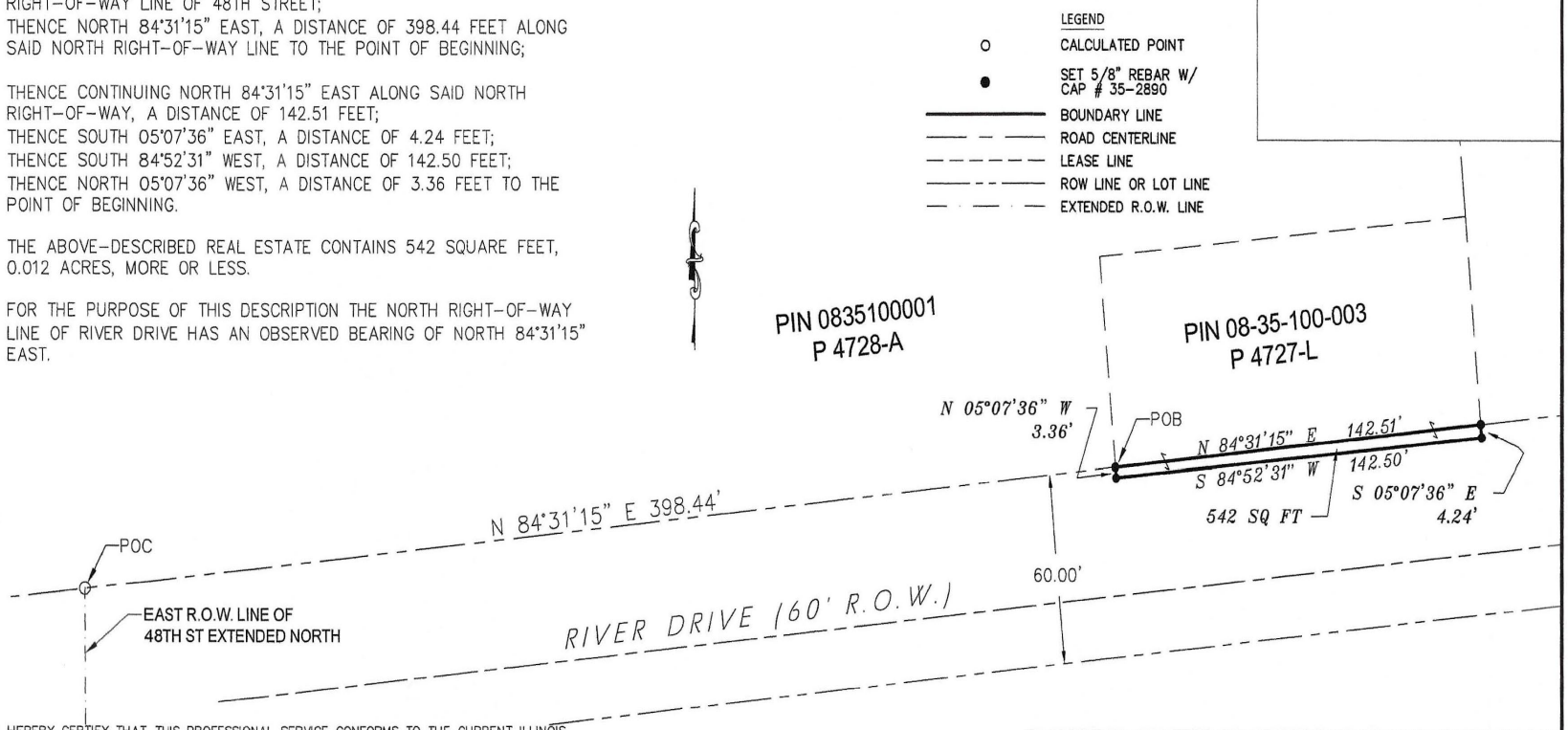
LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE AND THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF 48TH STREET;
THENCE NORTH 84°31'15" EAST, A DISTANCE OF 398.44 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 84°31'15" EAST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 142.51 FEET;
THENCE SOUTH 05°07'36" EAST, A DISTANCE OF 4.24 FEET;
THENCE SOUTH 84°52'31" WEST, A DISTANCE OF 142.50 FEET;
THENCE NORTH 05°07'36" WEST, A DISTANCE OF 3.36 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED REAL ESTATE CONTAINS 542 SQUARE FEET, 0.012 ACRES, MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION THE NORTH RIGHT-OF-WAY LINE OF RIVER DRIVE HAS AN OBSERVED BEARING OF NORTH 84°31'15" EAST.



I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY AND IT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.

JAMES W. ABBITT, JR. IPLS NO. 35-2890
MY LICENSE EXPIRES NOVEMBER 30, 2026

DATE: 7-1-26

PROFESSIONAL DESIGN FIRM NO. 184.008195-008

JAMES W. ABBITT, JR. 35-2890 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS EAST MOLINE, IL

GRAPHIC SCALE
40 0 40
(IN FEET)
1 inch = 40 ft.

Abbitt Survey & Development, PLLC

ABBITT SURVEY & DEVELOPMENT, PLLC.
826 16TH AVENUE
EAST MOLINE, ILLINOIS 61244
PH. 309-755-9003

DATE: 06-23-2026	SCALE: 1" = 40'	DRAWN BY: JADB	CHECKED BY: JWA
PREPARED FOR: CITY OF MOLINE, IL		PAGE:1 OF 1	
		DRAWING No.:	
DRAWING TITLE: RIGHT-OF-WAY VACATION		25-097-MO-BT-CITY_CATFISH	