

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, June 10, 2014

Mayor's Board Appointments

Mayor's reappointment of the following to the Park Board for a full five year terms to expire May 31, 2019:

Dan McNeil
Lauren Shrier
Don Welvaert

Presentation

Recognition of Adarios Jones, Class 3A State Wrestling Champ, and Moline High School Bass Fishing State Champs (Mayor Scott Raes)

Questions on the Agenda

Agenda Items

1. **Declaration of surplus property** (Kim Hankins, Public Safety Director)
2. **Purchase and Installation of Audio Visual Equipment** (Kim Hankins, Police Chief/Public Safety Director)
3. **Multi-Modal Station, development agreement amendment** (Lew Steinbrecher, City Administrator)
4. **Other**

Explanation

1. Declaration of seized and forfeited vehicle as surplus property (Kim Hankins, Public Safety Director)

Explanation: Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The below listed vehicle was seized and forfeited to the police department, and staff is requesting that it be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation or otherwise: 1997 Chevrolet C2500 VIN# 1GCFC24M0VZ240775.

Staff Recommendation: Approval

Fiscal Impact: Any proceeds after costs are for use by the seizing law enforcement agency.

Public Notice/Record: N/A

Goal Impacted: Financially Strong City

2. Purchase and Installation of Audio Visual Equipment (Kim Hankins, Police Chief/Public Safety Director)

Explanation: The existing audio visual equipment in the Investigations Division interview rooms has been experiencing multiple system failures. Law enforcement is mandated by State statute to record interviews and interrogations conducted during the investigation of many offenses in order for them to be prosecutable. A Request for Proposals for a system replacement was issued and six responses were received. After reviewing each, two companies were selected to provide demonstrations of their systems before Police and IT staff. The proposal submitted by Nelson Systems, in the amount of \$13,700 was chosen as the best qualified in accordance with the selection criteria (specifications, equipment quality, pricing, warranty, and user simplicity). This item will also appear on the Council Agenda for June 10, 2014.

Staff Recommendation: Approval

Fiscal Impact: No cost to Police budget; system will be purchased with Asset Forfeiture Funds

Public Notice/Record: N/A

Goal Impacted: Financially Strong City

3. A Special Ordinance authorizing the Mayor and City Clerk to execute a First Amendment to Development Agreement concerning the Quad Cities Multi-Modal Station, with Moline Promenade Investors, LLC, to provide further assurance and protection concerning hotel developer incentives and investments. (Lew Steinbrecher, City Administrator)

Explanation: The City and Developer Moline Promenade Investors LLC entered into and executed a Development Agreement (“Agreement”) for the Quad Cities Multi-Modal Station on November 12, 2013, which included the construction of an extended stay hotel by the Developer. Section IV. K. of the Development Agreement provides in part that the City will not provide economic development incentives to any new limited service hotel within the downtown area, as defined within the Agreement, for a period of five years from the date of the Agreement’s execution. Because the Multi-Modal Station project has not progressed as quickly as originally anticipated, through no fault of the Developer, the Developer has requested that additional language be added to the Development Agreement to protect the Developer's investment and to assist in ensuring the hotel is established and operating. The amendment would add language that the City will not provide incentives to any hotel in the downtown area until the Developer's hotel is completed and opened for a reasonable period of time to stabilize in the extended stay market. Additional documentation attached.

Staff Recommendation: Approval

Fiscal Impact: N/A

Public Notice/Recording: Will be recorded by Law Department.

BID TABULATION

INTERVIEW ROOM AUDIO/VISUAL EQUIPMENT

RFP Accepted May 9, 2014 – May 28, 2014

COMPANY	Bid	Staff Review
WAHL TEK	\$25,995	Bid did not include wiring.
BIS DIGITAL	\$15,363	Meets specifications.
BUS COMM	\$9,250	Meets specifications; however, while the software was acceptable, the low quality, reduced memory hardware (500 GB) quoted in RFP was not recommended by IT staff.
PRECISE DIGITAL	\$20,709	Did not meet specifications.
COURT SMART	\$30,625	Meets specifications
NELSON SYSTEMS	\$13,700	Meets specifications, and both software and hardware (2 TB) quoted in the RFP are recommended by IT staff and Police staff.

RFP Opening Held: Wednesday, May 28, 2014, 1:00 p.m. Police Community Room

Staff Recommendation: Accept bid for from Nelson Systems \$13,700



Nelson Systems
I N C O R P O R A T E D

MOLINE POLICE DEPARTMENT INTERVIEW RECORDING SOLUTION

Attention:
Captain Trevor Fisk
Moline Police Department
(309)524-2235
tfisk@moline.il.us

May 28, 2014

Costs for 4 Room Interview Recording Solution

Description	# Items or Units		Total
Rack Mount Server, keyboard, mouse	2		Included
Liberty Interview software and 1 year warranty	4		Included
PROFESSIONAL SERVICES			
Installation, Configuration & Training	1		Included
TOTAL INVESTMENT			\$13,700.00

1 Year 8-5 Warranty on All Hardware & Software (5 days a week, 8-5 after hours support available), 24/7 at an additional rate.

~~Second Year Maintenance (Includes remote, on-site, hardware and software upgrades) \$2,750.00~~

Second Year Maintenance Software Only Remote Support (Includes upgrades) \$1,000.00

On-site Support \$300/hr (Includes travel).

Frank Kulavic
Senior Account Manager
Nelson Systems Inc.
217-241-2833
217-793-1582 Fax
<http://www.nelsonsystems.com>

HARDWARE
MAINTENANCE
WILL BE HANDLED
BY IN HOUSE IT
STAFF

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

QUAD CITIES MULTI-MODAL STATION

This First Amendment to Development Agreement ("Amendment") is made and entered into on this _____ day of _____, 2014, by and between the City of Moline, an Illinois Municipal Corporation ("City"), and Moline Promenade Investors, LLC, an Illinois limited liability company ("Developer").

RECITALS

A. WHEREAS, the City and Developer entered into and executed a Development Agreement ("Agreement") for the Quad Cities Multi-Modal Station on November 12, 2013; and

B. WHEREAS, Section IV. K. of the Development Agreement provides in part that the City will not provide economic development incentives to any new limited service hotel within the downtown area, as defined within the Agreement, for a period of five years from the date of the Agreement's execution; and

C. WHEREAS, Developer has requested further assurance from the City that the City will not provide incentives to any hotel developer within the defined downtown area until the Quad Cities Multi-Modal Station project hotel is substantially completed; and

D. WHEREAS, the City and Developer have agreed to the terms of this Amendment.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the parties, the City and the Developer contract and agree as follows:

1. Section IV. K., "Incentives to Other Hotels," of the Agreement is hereby amended to read as follows:

K. Incentives to Other Hotels. City agrees not to provide economic incentives to any new limited service hotel within the downtown area as defined by 12th Street on the west to 38th Street on the east and from 7th Avenue on the south to the Mississippi River, for a period of five years from the date of execution of this Agreement. Further, the City agrees not to provide incentives to any hotel developer within the downtown area until the hotel for this Project has been completed and open for a reasonable period of time to stabilize the extended stay market. This paragraph does not apply to Enterprise Zone benefits that would be available to a new hotel Developer without any action by the City.

2. Except as specifically amended by this Amendment, all other terms, provisions and conditions contained in the Agreement are and remain in full force and effect in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates set forth above their respective signatures.

THE CITY OF MOLINE, ILLINOIS

DATED: _____

Scott Raes, Mayor

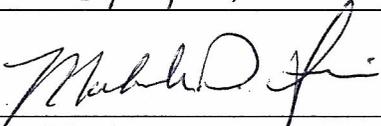
Attest: _____
Tracy A. Koranda, City Clerk

Approved as to form:

Maureen E. Riggs, City Attorney

MOLINE PROMENADE INVESTORS, LLC

DATED: 6/2/14

By: 
Mahesh Amin, Member

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

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Illinois, personally appeared **SCOTT RAES** and **TRACY A. KORANDA** to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Moline**, executing the within and foregoing instrument to which this is attached; that said instrument was signed (and sealed) on behalf of the City of Moline (the seal affixed thereto is the seal of said corporation); and that as such officers, they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

(seal)

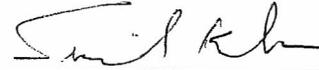
Notary Public

STATE OF CALIFORNIA)

COUNTY OF SAN MATEO)

On this 2nd day of JUNE, 2014, before me, a Notary Public in and for said County and State aforesaid, personally appeared **MAHESH AMIN**, to me personally known, who being by me duly sworn (or affirmed) did say that he is a Member of **Moline Promenade Investors, LLC**, an Illinois limited liability company, and that said instrument was signed on behalf of the company by him as a Member of said company. Mahesh Amin acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(seal)



Notary Public