

## Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, April 17, 2012

---

### Oath of Office

Oath of office for appointment as a Firefighter/Paramedic to Mitch Cunningham effective April 18, 2012 (hire date April 18, 2011).

### Proclamation

Request from QC Association for the Education of Young Children to proclaim April 22-28, 2012, as “Week of the Young Child”

### Presentation

Moline Park Board Annual Report (Laura Duran, Parks Recreation Director)

### Questions on the Agenda

### Agenda Items

- 1. Recommendation to Increase Parking Immobilization Fee.** (Kathy Carr, Finance Director)
- 2. Request to begin exclusive negotiations on a Term Sheet/Development Agreement with a private developer at the John Deere Commons Development Opportunity/Quad Cities Multi-Modal Facility.** (Ray Forsythe, Planning & Development Director)
- 3. Authorization to issue a RFQ for a Master Developer for the 15.5 acre City owned RiverTech property** (Ray Forsythe, Planning & Development Director and Janet Mathis, Executive Director, Renew Moline)
- 4. Intergovernmental Training Use Agreement for use of Property for Police Training** (Kim Hankins, Interim Public Safety Director)
- 5. Other**

---

# Explanation

---

## 1. Recommendation to Increase Parking Immobilization Fee. (Kathy Carr, Finance Director)

**Explanation:** To aid in the collection of delinquent parking fines, the Finance Department uses a wheel impoundment or immobilization program commonly known as “the boot”. The program involves booting or cuffing the tire on cars of owners with five or more outstanding Moline parking citations or fifty dollars (\$50) or more of accumulated Moline parking violations and that are 15 days past due. After two collection notices are sent, a certified letter is mailed to notify the owner that the vehicle will be immobilized in ten business days if outstanding tickets are not paid in full. When the Parking Enforcement Technician finds such a vehicle parked on city property, Quad City Tow is contacted and instructed to place the device on the vehicle. An Immobilization Fee of \$35 is added to the amount of the fines owed and must be paid in full before Quad City Tow will remove the device. Quad City Tow then bills the City \$30 for each vehicle immobilized. The cost of this collection method greatly exceeds the \$35 fee (postage alone is \$6.59). Other cities, including the City of Rock Island, are charging \$100 for the Immobilization Fee to adequately cover the full cost of collection and hopefully to further discourage repeat offenders.

**Staff Recommendation:** Approve.  
**Fiscal Impact:** Increased revenue to the General Fund  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Financially Strong City and Vibrant Downtown

---

## 2. Request to begin exclusive negotiations on a Term Sheet/Development Agreement with a private developer at the John Deere Commons Development Opportunity/Quad Cities Multi-Modal Facility. (Ray Forsythe, Planning & Development Director)

**Explanation:** At the January 10, 2012 Committee-of-the-Whole meeting, City Council authorized staff to issue a Request For Qualifications to solicit a private developer to propose, design, entitle, develop and operate a transit-enhanced real estate development project on the 1.3 acre parcel, with additional parcel opportunities adjacent to the project site within the development block known as “the John Deere Commons” under a development agreement with the City of Moline. The RFQ was released on January 16, 2012, and proposals were due and submitted on March 16, 2012. Staff is prepared to make a recommendation to Council and seek approval to begin to exclusively negotiate the terms of an agreement which would include the terms of the development and the necessary application to the United States Department of the Interior/National Park Service for Part 1 – Evaluation of Significance/Historic Structure Certification and Part 2 – Description of Rehabilitation in order to obtain Federal Historic Preservation Tax Credits for the O’Rourke Building/Sears Warehouse.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Increased Property, Sales, Utility and Use Taxes; potential sale or lease of the City-owned property  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Strong Local Economy; Quality Neighborhoods & Vibrant Downtown; Desirable Place to Live

---

**3. Authorization to issue a RFQ for a Master Developer for the 15.5 acre City owned RiverTech property** (Ray Forsythe, Planning & Development Director and Janet Mathis, Executive Director, Renew Moline)

**Explanation:** Several years ago the City purchased the property adjacent to the planned Western Illinois University Quad Cities Riverfront Campus. With the assistance of Economic Development Agency (EDA) funds, the site has been cleared and infrastructure completed for development. Phase I of the WIU Riverfront Campus occupies Deere & Company's former Technical Center, which has undergone a complete renovation and classes started in January of this year. Phase II has been funded and is in the final design stages with an anticipated bid letting for construction in late summer. Phase II will be completed in January 2014. Housing, retail development, and other commercial space on the City's property will create a mixed-use development complementary to the WIU education facilities. The RFQ will seek a master developer who will work with the City, Renew Moline and Western Illinois University to plan all or a portion of the site and put together a strategy to begin construction yet this year so that the first phases will be operational by the time the next phase of WIU is completed.

**Staff Recommendation:** Approval  
**Fiscal Impact:** Increased property and sales taxes  
**Public Notice/Recording:** N/A  
**Goals Impacted:** Quality Neighborhoods & Vibrant Downtown; Desirable Place to Live

---

**4. Intergovernmental Training Use Agreement for use of Property for Police Training** (Kim Hankins, Interim Public Safety Director)

**Explanation:** The police department would like to conduct Crisis Containment Unit tactical training at the Marseilles Training Center in Marseilles, Illinois. The Illinois Department of Military Affairs has agreed to allow the training only upon receipt of an executed Intergovernmental Training Use Agreement stipulating the terms for the use of the center and indemnifying the department from any loss and liability that might occur during the training.

**Staff Recommendation:** Approve  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Desirable Place to Live

---

**MARSEILLES TRAINING CENTER**  
**W91SMC12MTA48**  
**Intergovernmental Training Use Agreement**

---

Pursuant to Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. the Illinois Department of Military Affairs (NGIL) and the Moline, Illinois Police Department (Licensee) enter into the following agreement:

1. Licensee will be permitted to use the following training area(s) located at Marseilles Training Center on the date(s) and time(s) indicated:

a. Training Areas, ranges, housing and other services as requested and approved.

b. Date(s) and Time(s) of use: May 2012 through September 2012, based on availability and approval of the Marseilles Training Support Complex Range and Training Area Request Form.

c. Authorized uses of training area(s): Range Operations.

d. Restrictions on use of above training area(s) and/or additional support to be furnished IAW NGIL REGULATION 350-11, MARSEILLES TRAINING CENTER.

2. Licensee certifies that all training will be conducted under the supervision of competent instructors, or that the participants themselves are experts, and that proper safety precautions will be strictly adhered to at all times. Licensee further certifies the above training area(s) will be used solely for the purposes authorized herein, and all participants will be restricted to the authorized training area(s).

3. Licensee will thoroughly clean the training area(s) after use, properly dispose of all waste, and leave the premises in the same condition as when occupied by Licensee.

4. Licensee will promptly relinquish the training area(s) upon request of NGIL if said training area(s) are required for NGIL military instruction or use.

5. Licensee will comply with all applicable NGIL regulations and safety rules when using the training area(s), and NGIL reserves the right to immediately terminate this agreement or order the removal of any person for any violation of proper safety practices or other improper conduct, as determined by authorized NGIL personnel.

6. Permission to use the above training area(s) is given as an accommodation to Licensee, and there shall be no rent for the use of the training area(s) except identified incremental costs.

7. Licensee shall exercise its privileges hereunder at its own risk. All injuries to Licensee's personnel or damage to Licensee's property incurred while utilizing the training area(s) or while on NGIL property are the responsibility of the Licensee, and NGIL will assume no liability therefore. Licensee is required to provide evidence of insurance, with NGIL named as an additional insured, in the amounts deemed acceptable by NGIL.

8. Licensee agrees to pay for the loss of, damage to, or destruction of NGIL State or Federal property resulting from or arising out of any act or omission by Licensee's personnel in connection with its use of the above training area(s).

9. The Marseilles Facility Manager will provide an invoice, after training is completed, for costs incurred during that training before you leave the facility. You are required to pay by MIPR, GPC, personal CC, cash, check or money order (Check/Money Order made payable to the US Treasury) at the facility prior to departure. The payment must be received prior to departure; future use of the facility will be denied until payment is received.

10. Licensee shall indemnify, defend, and hold NGIL, its officers, employees and agents (The "indemnified Parties") harmless from and against any and all damages, liabilities, fines, penalties, losses, claims, demands, suits, costs, and expenses (including, without limitation, reasonable attorneys' fees) sustained by the Indemnified parties, and arising out of or resulting from any act(s) or omission of the Licensee (or any entity or person performing on its behalf in connection with Licensee's use of the training area(s)).

**IN WITNESS WHEREOF**, the parties hereto have caused this Intergovernmental Agreement to be executed by the proper officers and officials.

**LICENSEE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): KIM HANKINS, Chief of Police, Moline, Illinois Police Department

**USPFO FOR ILLINOIS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): CHRISTOPHER J. HALL  
COLONEL, USA  
United States Property and  
Fiscal Officer for Illinois

**ILLINOIS DEPARTMENT OF MILITARY AFFAIRS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME & TITLE (PRINTED): WILLIAM L. ENYART  
Major General, IL ARNG  
The Adjutant General