

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, January 26, 2016

Presentation

Meritorious Achievement Award for Fire Captain Bill Gramling (Kim Hankins, Public Safety Director)

Questions on the Agenda

Agenda Items

- 1. Equitable Sharing Agreement** (Kim Hankins, Public Safety Director)
- 2. Fire & Police Commission Rule Changes** (Alison Fleming, Human Resources Manager)
- 3. MetroLINK Bus Shelters** (Maureen Riggs, City Attorney)
- 4. Other**
- 5. Public Comment**

Informational

CIP Funding Sources (Scott Hinton, City Engineer)

Explanation

- 1. A Resolution authorizing the Mayor and Police Chief to execute an Equitable Sharing Agreement and Certification between the Federal Government and the Moline Police Department, setting forth the requirements for participation in the Equitable Sharing Program and certifying all receipts and expenditures of federal forfeiture funds, property and interest during the last fiscal year.** (Kim Hankins, Public Safety Director)

Explanation: The Federal Government requires that the police department annually enter into a formal agreement and provide certification of receipts and expenditures of federal forfeiture funds and property. Additional documentation attached.

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: None Identified

- 2. A Resolution considering all Rules and Regulations adopted by the Board of Fire and Police Commissioners (Board) concerning “Chapter I – Administration,” “Chapter II – Applications for Original Appointment – Police,” “Chapter V – Applications for Original Appointment – Fire,” “Chapter VI – Examinations for Original Appointment – Fire,” “Chapter VII – Promotions – Fire,” “Chapter VIII – Order of Rank, Classification and Oath of Office,” “Chapter IX – Disciplinary Proceedings” and “Chapter X – Layoffs, Recalls and Other Non-Disciplinary Discharges;” and approving same as an exercise of the City’s home rule powers.** (Alison Fleming, Human Resources Manager)

Explanation: The Board of Fire and Police Commissioners approved changes to its Rules and Regulations at its January 12, 2016 meeting. Said changes are the result of the Fraternal Order of Police negotiations and the International Association of Firefighters negotiations and interest arbitration. These changes are also housekeeping in nature and bring the Board and the City into compliance with state statute. Additional documentation attached.

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

- 3. A Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the City of Moline and the Rock Island County Metropolitan Mass Transit District (MetroLINK) to allow MetroLINK’s installation and location of bus shelters on City right-of-way.** (Maureen Riggs, City Attorney)

Explanation: MetroLINK and the City seek to provide Moline residents and visitors with convenient and safe access to public transportation. In order to transport persons within the City and provide access to its public transportation, MetroLINK requires bus stops and shelters to be located on public right-of-way. The City regulates and licenses the use of public right-of-way to ensure that it is being used safely and for the benefit of the public. The parties therefore wish to enter into an intergovernmental agreement to permit MetroLINK to use the City right-of-way for the installation and location of bus shelters at approved locations, which locations may be amended by MetroLINK from time to time. The term of the Agreement is January 1, 2016 through December 31, 2016, and shall annually automatically renew, subject to the City’s receipt of an updated shelter location list and insurance certification from MetroLINK. Additional documentation attached.

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



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires January 31, 2018

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. *

Agency Name: Moline Police Department

NCIC/ORI/Tracking Number:

I	L	0	8	1	0	6	0	0
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Mailing Address: 1640 - 6th Avenue

City: Moline

State: IL

Zip: 61265

Finance Contact: First: Jody

Last: Walker

Phone: (309) 524-2230

Email: jwalker@moline.il.us

Preparer: First: Jody

Last: Walker

Same as Finance Contact

Phone: (309) 524-2230

Email: jwalker@moline.il.us

Last FY End Date: 12/31/2015

Agency Current FY Budget: _____

\$14,808,195.00

- New Participant:** Read Equitable Sharing Agreement and sign Affidavit
 Existing Participant: Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit
 Amended Form: Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	\$52,940.05	\$0.00
2	Equitable Sharing Funds Received	\$15,863.11	
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income		
5	Interest Income <input type="radio"/> Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing	\$5.53	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$68,808.69	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$8,524.15	
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$60,284.54	\$0.00

¹ Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

² Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$900.00	
b	Training and education	\$2,752.15	
c	Law enforcement, public safety, and detention facilities		
d	Law enforcement equipment	\$4,872.00	
e	Joint law enforcement/public safety operations		
f	Contracting for services		
g	Law enforcement travel and per diem		
h	Law enforcement awards and memorials		
i	Drug, gang, and other education or awareness programs		
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)		
n	Salaries (Complete Table G)		
		Total:	\$8,524.15

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
<input type="text"/>		

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
<input type="text"/>		

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds
<input type="text"/>		

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer		

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
Michael E. DeBacker v. City of Moline and Jay Titus, individually. Case #: Civil action 4:13-CV-04062-SLD-JAG	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input checked="" type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

**RULES OF THE BOARD OF FIRE AND POLICE COMMISSIONERS
CITY OF MOLINE, ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the City of Moline, Illinois, on April 19, 1993. Subsequent amendments listed following document.

CHAPTER I - ADMINISTRATION

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Section 2. DEFINITIONS

The word "commission" and/or "board" wherever used shall mean the Board of Fire and Police Commissioners of the City of Moline. The word "officer" shall mean any person holding a ~~permanent~~regular office in the Police or Fire Departments of the City of Moline. The word "day" shall mean calendar day; except in disciplinary matters, the word "day" shall mean 8 hours of work within the Police Department and 10.83 hours of work (effective January 1, 2017, 10.60 hours of work) within the Fire Department. The masculine noun or pronoun includes the feminine. The singular includes the plural, and the plural, the singular.

* * * *

Section 6. ORDER OF BUSINESS.

The order of business at any meeting shall be (1) Call to Order, (2) Roll Call of Members, (3) Approval of the Minutes of any prior meetings, (4)2 Communications, (3)5 Unfinished Business, (4)6 New Business, (7) Public Comment, (5)8 Adjournment.

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CHAPTER II - APPLICATIONS FOR ORIGINAL APPOINTMENT - POLICE

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Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist ~~selected by the Board of the City's choice.~~

Applicants must have vision correctable to 20/20.

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CHAPTER V - APPLICATIONS FOR ORIGINAL APPOINTMENT - FIRE

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Section 5. PHYSICAL AND MEDICAL EXAMINATIONS

After an offer of employment is made, applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician of the City's choice, and a psychological examination performed by a licensed psychologist or psychiatrist selected by the Board of the City's choice.

Applicants must have vision correctable to 20/20.

Section 6. AGE REQUIREMENTS

Applicants for the Fire Department must be at least 20 years of age, but shall not be appointed until said applicant reaches 21 years of age. All applicants must be under 35 years of age, except as otherwise provided below:

(a) If a person is placed on an eligibility list and becomes over-age before being appointed, the person remains eligible for appointment until the list is abolished.

(b) If a person was previously employed as a full-time firefighter in a regularly constituted fire department of (i) any municipality or fire protection district located in Illinois, (ii) a fire protection district whose obligations were assumed by a municipality under Section 21 of the Fire Protection District Act, or (iii) a municipality whose obligations were taken over by a fire protection district.

(c) If a person has served a municipality as a regularly enrolled volunteer, paid-on-call, or part-time firefighter for the five (5) years immediately preceding the time that the municipality begins to use full-time firefighters to provide all or part of its fire protection service.

(d) If a person who turned 35 while serving as a member of the active or reserve components of any of the branches of the Armed Forces of the United States or the National Guard of any state, whose service was characterized as honorable or under honorable, if separated from the military, and is currently under the age of 40.

Proof of birth date will be required before appointment.

Section 7. PREREQUISITE FOR APPLICATION ELIGIBILITY

To be eligible to apply, an applicant for the position of Firefighter/Paramedic must be certified as an ~~n National or Illinois~~ EMT-B or must be a registered nurse who is less than two (2) years from obtaining a pre-hospital RN license.

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CHAPTER VI - EXAMINATIONS FOR ORIGINAL APPOINTMENT - FIRE

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Section 8. PREFERENCE POINTS

Applicants who successfully complete the physical ability test, written exam and oral interview may claim preference points as outlined below:

(a) Veteran preference. Applicants who were engaged in the military service of the United States for a period of at least one year of active duty and who were honorably discharged therefrom, or who are now or have been members on inactive or reserve duty in such military or naval service, shall be preferred for appointment to and employment with the Fire Department. Applicants claiming veteran preference will receive five (5) points to be added to their final grade.

(b) Educational preference. Applicants who have successfully obtained an associate's degree in the field of fire service or emergency medical services, or a bachelor's degree from an accredited college or university shall be preferred for appointment to and employment with the Fire Department. Applicants will receive points to be added to their final grade as outlined below:

Associate's degree in fire service or emergency medical services	1 point
Bachelor's degree	2 points

No candidate shall receive more than two (2) points for educational preference.

(c) Paramedic preference. Applicants who have obtained certification as an Emergency Medical Technician-Paramedic (EMT-P) shall be preferred for appointment to and employment with the Fire Department. Applicants claiming paramedic preference will receive 1 point to be added to their final grade.

(d) Experience preference. Applicants employed by ~~a municipality~~ the City of Moline, Illinois, who have been paid-on-call or part-time certified Firefighter II, State of Illinois or nationally licensed EMT-B or EMT-I, or any combination of those capacities shall be awarded 0.5 points for each year of successful service in one or more of those capacities, up to a maximum of 1 point. Applicants employed by the City of Moline, Illinois, who have been ~~C~~certified Firefighter III and State of Illinois or nationally licensed paramedics shall be awarded 1 point per year up to a maximum of 2 points. Applicants from outside the ~~municipality~~ City of Moline, Illinois, who were employed as full-time firefighters or firefighter-paramedics by a fire protection district or another municipality for at least 2 years shall be awarded 5 experience preference points.

Upon request by the commission, the governing body of the municipality or in the case of applicants from outside the municipality the governing body of any fire protection district or any other municipality shall certify to the commission, within 10 days after the request, the number of years of successful paid-on-call, part-time, or

full-time service of any person. A candidate may not receive the full amount of preference points under this subsection if the amount of points awarded would place the candidate before a veteran on the eligibility list. If more than one candidate receiving experience preference points is prevented from receiving all of their points due to not being allowed to pass a veteran, the candidates shall be placed on the list below the veteran in rank order based on the totals received if all points under this subsection were to be awarded. Any remaining ties on the list shall be determined by lot.

(e) Upon the furnishing of verifiable evidence and proof of qualifying preference credit, preference points will be added to each candidate's final grade after the physical ability test, written examination and oral interview. Candidates who are eligible for preference credit shall make a claim in writing to the Human Resources Office within 10 days after the posting of the initial eligibility list, or the claim shall be deemed waived.

* * * *

Section 14. PROBATIONARY APPOINTMENT

The Board shall appoint to a vacant firefighter/paramedic position the person with the highest ranking on the final eligibility register, provided, said candidate has met all requirements previously listed. If the Board has reason to conclude that the highest ranked person fails to meet the minimum standards for the position or if the Board believes an alternate candidate would better serve the needs of the department, then the Board has the right to pass over the highest ranked person and appoint either: (i) any person who has a ranking in the top 5% of the final eligibility register or (ii) any person who is among the top 5 highest ranked persons on the final eligibility register if the number of people who have a ranking in the top 5% of the final eligibility register is less than 5 people.

Original appointments to the Fire Department shall be for probationary period of not less than one year, except as otherwise provided in the applicable labor agreement. Firefighters must obtain certification by the State of Illinois as a Firefighter II; continue to maintain a valid certification by the State of Illinois as a paramedic or be a pre-hospital RN; and possess a Class A, B, or C, Illinois driver's license, or equivalent, within the one year probationary period.

Any candidate may pass on an appointment once without losing his or her position on the final eligibility register. Any candidate who passes a second time may be removed from the final eligibility register by the Board provided that such action shall not prejudice a person's opportunities to participate in future examinations, including an examination held during the time a candidate is already on the final eligibility register.

Regular appointments shall be made by the Board after receiving the recommendation of the Chief. Such recommendation shall be forwarded to the Commission at least one month prior to the one year anniversary date of the original appointment. The Chief shall provide the probationary firefighter/paramedic notice of said recommendation within five (5) days after providing said recommendation to

the Board. Said notice shall state whether the recommendation is to retain or dismiss the probationary firefighter/paramedic and the reasons therefore. The Commission shall act on said recommendation prior to the end of the probationary firefighter/paramedic's probationary period.

* * * *

CHAPTER VII - PROMOTIONS - FIRE

Section 1. GENERAL

The Board provides for promotion in the Fire Department on the basis of those who exhibit the greatest potential qualities of leadership. Vacancies within the Fire Department for the ranks of Lieutenant and Captain shall be filled in accordance with Article XL of the Labor Agreement between the City of Moline, Illinois and The International Association of Firefighters, Local #581 (hereinafter "labor agreement"). Said article is incorporated herein and made a part hereof by this reference thereto. The rank of Battalion Chief shall be made from ~~permanently-regularly~~ promoted Lieutenants and promoted Captains. Employees currently in the positions of Training Officer and Fire Inspector (Fire Marshal) will be eligible to apply for the rank of Battalion Chief provided they have been regularly promoted to the rank of Lieutenant and promoted to the rank of Captain ~~permanently promoted to the rank of Fire Captain or Fire Lieutenant~~. The rank of Deputy Chief is open to Battalion Chiefs and Captains; however, if there are no qualified candidates, the position will be opened to the next lower rank.

* * * *

Section 4. ELIGIBILITY REGISTER

- (a) The Board will approve an Eligibility Register based upon the final score obtained by candidates.
- (b) The Eligibility Register shall certify candidates in the order of excellence based upon their final scores.
- (c) A dated copy of the Eligibility Register shall be sent to each person appearing thereon, and posted. These copies shall include the date of expiration of the register (as specified in the labor agreement for the ranks of Lieutenant and Captain; two (2) years for the rank of Deputy Chief and Battalion Chief).
- (d) Promotional appointment from the register shall be as follows:

Ranks of Lieutenant and Captain: In accordance with the labor agreement.

Rank of Battalion Chief or Deputy Chief: Following a review of the past three (3) annual performance evaluations, the Chief shall make a recommendation to the Board from the top three (3) candidates on the

Deputy Chief eligibility register.

- (e) The Board may elect to provide for a new examination for the rank of Battalion Chief or Deputy Chief before a Register has expired.

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CHAPTER VIII - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE

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Section 3. OATH OF OFFICE

Before any probationary, permanent, and promotional appointment and special police appointment is made, the appointee shall take the following oath of office before the Mayor, or City Clerk, or any person authorized to administer oaths in the Sstate of Illinois:

I, _____, having been duly appointed as a _____ for the City of Moline, Illinois, do solemnly swear that I will support the Constitutions of the United States, and ~~the Constitution of~~ the State of Illinois and will strictly adhere to the laws of the State of Illinois and the City of Moline; and that I will faithfully discharge the duties ~~of the office of~~ _____ for the City of Moline, Illinois, according to the best of my ability.

Subscribed and sworn to before me this ____ day of _____, _____.

Mayor

City Clerk

The City Clerk shall retain ~~The Board shall file~~ the original executed oath of office ~~with the City Clerk~~ and shall retain provide a copy of same for the individual's ~~personal personnel~~ file.

* * * *

CHAPTER IX - DISCIPLINARY PROCEEDINGS

Section 1. JURISDICTION

The Board shall have review or appellate jurisdiction over all for cause discipline of a regularly commissioned ~~permanent~~ officer in the fire and police departments when the disciplined officer requests in writing said review or appeal, except if otherwise provided in an applicable labor agreement.

The Board shall have review or appellate jurisdiction over the discharge of probationary officers in those cases identified in the Probationary Discharge sections of the chapters pertaining to Examinations for Original Appointment - Police and Examinations for Original Appointment - Fire Section 13 of Chapter V and Section 12 of Chapter III to require a hearing, and the rules of this Chapter IX shall apply to said hearing.

* * * *

Section 9. APPELLATE JURISDICTION PROCEDURES

A chief of a department or his designated authority may issue all discipline for an officer within the department for a period of five (5) days or less provided the chief or his designated authority provides to the officer in writing notice of the charges lodged against him as provided in Chapter IX and affords the officer a pre-disciplinary hearing at which the officer may make any statements or ask that any person be present to speak on his behalf.

An officer so disciplined may invoke the appellate jurisdiction of the Board by filing a notice of appeal with the Secretary of the Board and the chief within seventy-two (72) hours after receipt in writing of the notice of discipline. The chief shall then file the notice of charges and notice of discipline with the Secretary of the Board, and the Board shall hear the appeal de novo under the same rules as original jurisdiction cases except those contained in Section 2. There is no right to appeal a lack of discipline imposed against an officer by the chief or his designated authority.

The Board shall have the right to sustain, reverse, or modify the chief's decision; and the right of modification shall include the power to suspend for a period not to exceed thirty (30) days, or to discharge the officer. ~~However, for commissioned members of the police department, the Board is limited in its right of modification to impose no greater than a five (5) day unpaid suspension upon review of discipline imposed that was up to or including a five (5) day unpaid suspension.~~

* * * *

CHAPTER X - LAYOFFS, RECALLS, AND OTHER NON-DISCIPLINARY DISCHARGES

Section 1. LAYOFFS

The Board shall have the duty to lay off members of the fire and police

departments and shall follow the procedures of Section ~~29-51-(b)~~24-2305 of the Moline Code of Ordinances.

A layoff shall be necessary when the Mayor or his designated representative informs the Board by filing in writing with the Secretary that the force of one of the departments has been reduced, when a position or positions are displaced because of a member of the force being returned to active duty from disability, or when a position is abolished either as a reorganization of the department or other reason. In case of displacement of position because a member of one of the departments is returned to active duty from disability, the Board is authorized to and may withhold layoff and, if necessary, exceed the authorized strength of the department or any rank within the department for a period not to exceed ninety (90) calendar days. If a vacancy fails to occur within said ninety (90) day period, the Board shall then follow the procedures for layoff in other cases.

Seniority in rank shall prevail for all layoffs, and the officers and members reduced in rank or removed from the service of their departments shall be considered furloughed from said rank or from said department without pay.

* * * *

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made as of the _____ day of _____, 2016, by and between the:

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation,
("CITY"),

and

ROCK ISLAND COUNTY METROPOLITAN MASS TRANSIT DISTRICT,
an Illinois municipal corporation,
("METROLINK"),

and in consideration of the mutual promises and covenants set forth herein, the parties state and agree as follows:

WHEREAS, MetroLINK and the City seek to provide Moline residents and visitors with convenient and safe access to public transportation; and

WHEREAS, in order to transport persons within the City, MetroLINK requires bus stops and shelters to be located on public right-of-way so that persons may access public transportation; and

WHEREAS, the City regulates and licenses the use of public right of way to ensure that it is being used safely and for the benefit of the public; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, found at 5 ILCS 220/1 *et seq.*, both authorize and allow the type of agreement contained herein.

NOW, THEREFORE, pursuant to the appropriate constitutional and statutory provisions granting intergovernmental cooperation between units of local government, and in the exercise of the City's home rule power, the City and MetroLINK hereby agree as follows:

1. APPROVED USE: MetroLINK is permitted to use public right-of-way located within the City of Moline, Illinois, for the installation and location of bus shelters for its riders. A list of the approved locations is attached hereto as Exhibit A and may be amended by MetroLINK from time to time. MetroLINK agrees to provide the City with an updated list of these locations on an annual basis upon renewal of the Agreement. No possessory, possessory, leasehold, ownership or other property right or interest is conveyed or acquired by this Agreement and the parties specifically disclaim any such acquisition or conveyance.

2. INTEREST: MetroLINK acquires only the right to use public right-of-way for location of bus shelters.
3. ASSIGNMENT: This Agreement is not assignable. No proprietary, ownership, possessory, possessatory, or other rights, except as specifically given herein, are to be acquired by MetroLINK from this Agreement.
4. TERM: The term of this agreement shall be from January 1, 2016 through December 31, 2016. Succeeding years shall be from January 1 to December 31, and shall be automatically renewed, subject to MetroLINK's submission of an updated list of bus shelters and insurance certification. The City or MetroLINK may terminate this Agreement by giving the other party 90 days written notice.
5. CONDITIONS: MetroLINK 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 as described in Exhibit A. MetroLINK shall procure a policy of insurance 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. Said policy or certificate of same shall be deposited with the City and shall remain in force or be replaced with one in force prior to the effective date of any cancellation notice.

MetroLINK shall be the primary insured. MetroLINK shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the City.

Upon termination of this Agreement, MetroLINK shall restore the premises to its condition prior to issuance of this Agreement, or property on the premises shall become the property of the City. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed as of the date set forth above.

CITY OF MOLINE, ILLINOIS,
an Illinois municipal corporation

ROCK ISLAND COUNTY
METROPOLITAN MASS TRANSIT DISTRICT,
an Illinois municipal corporation

By: _____
Scott Raes, Mayor

By: Lawrence W. Lorensen
Lawrence Lorensen, Board Chairman

Attest: _____
Tracy A. Koranda, City Clerk

Attest: Robert Baecke
Robert Baecke, Secretary/Treasurer

Approved as to Form:
Maureen E. Riggs
Maureen E. Riggs, City Attorney

Approved as to Form:
Roger L. Strandlund
Roger L. Strandlund, Attorney for MetroLINK

MOLINE SHELTER LOCATIONS - UPDATED SEPTEMBER 2015

**53rd Street & 23rd Ave, Moline
K-Mart**

Built in 2007
GPS coordinates: 41.48953, -90.46729
South side of road facing north
Shelter Address: MLSH53S23A
Condition: Good
Serves route 30
Amenities: 1 Bench
Pad: L12' X W10'
Shelter: L4' X W8'
Asset Tag: MLPS306
Rider's Guide Name: K-Mart Moline



53rd St & 19th Ave, Moline

Built in 2002
GPS coordinates: 41.49523, -90.46558
East side of street facing west
Shelter Address: MLSH53S19A
Condition: Good
ADA Compliant
Serves Routes 57
Amenities: 1bench
Pad: L6'2" W 10'
Shelter: L5' X W10'
Asset Tag: PS270
Rider's Guide Name: Two Rivers YMCA



**60th St & 34 Ave, Moline
Homewood Manor**

Built prior to 2000
GPS coordinates: 41.47762, -90.45727
East side of street facing west
Shelter Address: MLSH60S34A
Condition: Good
ADA Compliant
Serves Routes 57, 60
Amenities: 1 bench
Asset Tag: PS188
Rider's Guide Name: Homewood Manor



Black Hawk College, Moline

Concrete pad built in 1997 (damaged June 2015 bus fire) – New shelter installed in 2015
Contractor: Irving Const. & RR Electric
GPS coordinates: 41.47683, -90.44684
West side of road facing east
Shelter Address: MLSHBHC
Condition: Good
Serves Route 30, 60
Amenities: 1 bench, garbage can, real-time sign
Asset Tag: PS367 (shelter), PS721 (sign)
Rider’s Guide Name: Black Hawk College BLDG. 1



41st St & 26th Ave, Moline (HS Ball fields)

Built in 1996
GPS coordinates: 41.48723, -90.48019
West side of road facing east
Shelter Address: MLSH41S26A
Condition: Good
ADA Compliant
Serves Route 57
Amenities: 1 bench
Pad: L6' X W10'6"
Shelter: L'6 X W10'
Asset Tag: MLPS150
Rider’s Guide Name: None



36th St & 23rd Ave, Moline

Built in 2005
GPS coordinates: 41.49059, -90.48315
South side of street facing north
Shelter Address: MLSH36S23A
Condition: Good
ADA Compliant
Serves Route 30
Amenities: 1 bench
Asset Tag: PS298B
Rider’s Guide Name: King Plaza



37th St & 23rd Ave, Moline

Built in 2005
GPS coordinates: 41.49083, -90.48287
North side of road facing south
Shelter Address: MLSH37A23A
Condition: Good
ADA Compliant
Serves route 30
Amenities: 1 bench
Asset Tag: PS350
Rider's Guide Name: None



34th St & 23rd Ave, Moline

Built in 2005
GPS coordinates:
South side of street facing north
Shelter Address: MLSH34S23A
Condition: Good
ADA Compliant
Serves route 30
Amenities: 1 bench
Shelter: L8' 7" X W4'2"
Asset Tag: MLPS299
Rider's Guide Name: Moline High School



41st St & 32nd Ave, Moline

Built in 1998
GPS coordinates: 41.48150, -90.47923
North side of street facing south
Shelter Address: MLSH41A32A
Condition: Good
ADA Compliant
Serves route 57
Amenities: 1 bench
Asset Tag: MLPS186
Rider's Guide Name: Moline Public Library



41 St & 23rd Ave, Moline

Built in late 2006
GPS coordinates: 41.49062, -90.47995
West side of street facing east
Shelter Address: MLSH41S23A
Condition: Good
ADA Compliant
Serves Route 57
Amenities: 1bench
Asset Tag: PS304
Rider's Guide Name: None



**41st St & 12th Ave, Moline
SpringBrook**

Built in late 2007
GPS coordinates: 41.50043, -90.47881
North side of road facing south
Shelter Address: MLSH41S12A
Condition: Good
ADA Compliant
Serves Route 57
Amenities: 1 bench
Asset Tag: MLPS324
Rider's Guide Name: SpringBrook



34th St & 4th Ave, Moline

Built in 2004
GPS coordinates: 41.51132, -90.49192
South side of road facing north
Shelter Address: MLSH34A4A
Condition: Poor
ADA Compliant
Serves Route 10
Amenities: 1 bench, Istop
Pad: L15'4" X W10'4"
Shelter: L9'3" X W6'1"
Asset Tag: PS290
Rider's Guide Name: Riverside Park West



33rd St & 5th Ave, Moline

Built in 2004
GPS coordinates: 41.51038, -90.49246
South side of the road facing north
Shelter Address: MLSH33S5A
Condition: Good
ADA Compliant
Serves Route 10
Amenities: 1 bench
Pad: L13'9" X W10'4"
Shelter: L9'3" X W6'1"
Asset Tag: PS291
Rider's Guide Name: Riverside Park East



2nd St & 5th Ave, Moline

Built in 2003
GPS coordinates: 41.50470, -90.53473
South side of road facing south
Shelter Address: MLSH2S5A
Condition: Good
ADA Compliant
Serves route 10
Amenities: 1 bench
Asset Tag: PS285
Rider's Guide Name: None



4th Street & 5th Avenue, Moline

Built in 2003
GPS coordinates: 41.50471, -90.53194
South side of road facing south
Shelter Address: MLSH4S5A
Condition: Excellent
ADA Compliant
Serves Route 10
Amenities: 1 bench
Asset Tag: PS284
Rider's Guide Name: None



16th St & 21st Ave, Moline

Built in 12/07
GPS coordinates: 41.49100, -90.51350
East side of street facing west
Shelter Address: MLSH16S21A
Condition: Excellent
ADA Compliant
Serves Route 20
Amenities: 1 bench
Pad: L8' X W18' 5"
Shelter: L6' X 10'
Asset Tag: MLPS323
Rider's Guide Name: Browning Park



16th St Music Guild, Moline (Park 33rd St & 33rd Ave)

Built in 2005
GPS coordinates: 41.47907, -90.50992
West side of road facing east
Shelter Address: MLSH16SMG
Condition: Both are Excellent
Both ADA Compliant
Serves route 20
Amenities: Both have 1 bench 7 1 light
Asset Tag: MLPS301, MLPS302
Rider's Guide Name:



**16th St & 8th Ave, Moline
Hillside heights**

Built in 2003
GPS coordinates: 41.50389, -90.51318
South side of road facing north
Shelter Address: MLSH16S8A
Condition: Good
ADA Compliant
Serves Route 20
Amenities: 1 bench
Pad: L11'4" X W10'5"
Shelter: l6'2" X W9'2"
Asset Tag: PS287
Rider's Guide Name: Hillside Heights



**39th St & 42nd Ave, Moline
Walmart-Moline**



Built in 1999
GPS coordinates: 41.46915, -90.48065
South side of road facing north
Shelter Address: MLSH39S42A
Condition: Fair
ADA Compliant
Serves routes 57,60,90
Amenities: 1 bench, trashcan
Pad: L14' X W16'
Shelter: L8' X 12'
Asset Tag: PS260
Rider's Guide Name: None

**602 Valley View Drive, Moline
Sedona**

Built in 2004
GPS coordinates: 41.47271, -90.52900
South side of road facing north
Shelter Address: MLSH602VVD
Condition: Good
ADA Compliant
Serves Routes 57
Amenities: 1 bench
Pad: L6' X W10'
Shelter: L7' X W13'
Asset Tag: PS288
Rider's Guide Name: Sedona



7th St & John Deere Road, Moline

Built in 1999
GPS coordinates: 41.46911, -90.53126
South side of road facing north
Shelter Address: MLSH7SJDR
Condition: Fair
ADA Compliant
Serves routes 60, 70
Amenities: 1 bench
Pad: L22' X W21'9"
Shelter: L15'11" X W11'8"
Asset Tag: PS250
Rider's Guide Name: Trinity Medical
Center,
Moline



**7th St & John Deere Road, Moline
Robert Young Center**

Built in 2007
GPS coordinates: 41.46840, -90.53259
Shelter Address: MLSH7SJDR
Condition: Good
ADA Compliant
Serves Routes 53, 60, 70
Amenities: 1 Bench, 1 light
Pad: L8' X W13'
Shelter: L6' X W10'
Asset Tag: PS308
Rider's Guide Name: None



**1st St A & 21st Ave Moline
City Line Plaza**

Built in 2001
GPS coordinates: 41.49139, -90.53617
East side of road facing west
Shelter Address: MLSH15ACLP
Condition: Fair
ADA Compliant
Serves Route 30, 70
Amenities: 1 bench, 1 garbage can
Pad: L15' X W12'7"
Shelter: L11'9" X W7'8"
Asset Tag: PS280
Rider's Guide Name: City Line Plaza



5th Ave & 15th St(North), Moline

Built in 2011
GPS coordinates: 41.50578, -90.51734
North side of road, facing south
Condition: Excellent
ADA Compliant
Serves Route: 30
Amenities: 1-bench
Pad: 11' x 13' in Sidewalk
Shelter: Geograph 6'x10'
Asset Tag: PS342N
Rider's Guide Name: None



5th Ave & 15th St(North), Moline

Built in 2011

GPS coordinates: 41.50578, -90.51734

South side of road, facing north

Condition: Excellent

ADA Compliant

Serves Route: 30

Amenities: 1-bench:

Pad: 6' x 10' in sidewalk

Shelter: Geograph

Asset Tag: PS343S

Rider's Guide Name: None



Centre Station, Moline

Built in 1998

South side of road

Shelter Address: MLSHCS

Condition: Excellent

ADA Compliant

Serves Routes 10, 20, 30, 57, 80

Rider's Guide Name : Centre Station



Quad City International Airport

Built in 2011

GPS coordinates: 41.45395, -90.50560

North side of Airport

Condition: Excellent

ADA compliant

Vendors: McClure/Valley Constr.

Serves Route: 20

Amenities: 3 benches, 2 boards, 1
electronic route displayer

Asset Tag: PS344

Rider's Guide Name:



Black Hawk College – North Side

Built in 2011
GPS coordinates: 41.47808, -90.44775
Location: 34th Ave (between 60&70th St)
Condition: Excellent
ADA compliant
Vendors: Brasco/Irvine Construction
Serves Route: 30, 90
Amenities: 1 bench
Asset Tag: PS346
Rider’s Guide Name:



Menards, South

6400 44th Avenue, Moline
GPS Coordinates: 41.47077, -90.45311
Built in 2012
Mfr:Tolar, Concrete:Langman, Install:Irvine
Condition: Excellent
ADA compliant
Amenities: 1 bench
Asset Tag: PS347



Menard’s, North

6400 44th Avenue, Moline
GPS Coordinates: 41.47077, -90.45311
Built in 2012
Mfr:Tolar, Concrete:Langman, Install:Irvine
Condition: Excellent
ADA compliant
Serves Route: 30
Amenities: 1 bench
Pad:
Shelter:
Asset Tag: PS348



LeClaire Apartments, Facing North

5th Avenue & 19th Street, Moline
GPS Coordinates: 41.50798, -90.51133
Built in 2012
City of Moline installed, also Irvine Constr.
Condition: Excellent
ADA compliant
Serves Route: 30
Amenities: 1 bench
Pad:
Shelter:
Asset Tag: PS356



LeClaire Apartments, Facing South

5th Avenue & 19th Street, Moline
GPS Coordinates: 41.50798, -90.51133
Built in 2012
City of Moline installed, also Irvine Constr.
Condition: Excellent
Serves Route: 20
ADA compliant
Pad:
Shelter:
Asset Tag: PS355



Sam's Club, Facing North

Address:6600 44th Ave, Moline
GPS Coordinates
Built in 2014
Mfr:Tolar, Concrete:Langman, Install:Irvine
Condition: Excellent
ADA compliant
Serves Route 60
Amenities: 1 bench
Pad:
Shelter:
Asset Tag: PS351



Sam's Club, Facing South

Address:6600 44th Ave, Moline

GPS Coordinates

Built in 2014

Mfr: Tolar, Concrete: Langman, Install:

Irvine

Condition: Excellent

ADA compliant

Serves Route 60

Amenities: 1 bench

Pad:

Shelter:

Asset Tag: PS352



5th Avenue & 12th Street, Moline

Built in 2014

GPS coordinates: 41.504727,-90.520262

East side of road, facing West

Condition: Excellent

ADA Compliant

Serves Route:10

Amenities: 1-bench:

Pad:

Shelter:

Asset Tag: PS 357



5th Avenue & 13th Street, Moline

Built in 2014

GPS coordinates: 41.505216,-90.518905

East side of road, facing West

Condition: Excellent

ADA Compliant

Serves Route: 20, 30

Amenities: 1-bench:

Pad:

Shelter:

Asset Tag: PS 358



5th Avenue & 13th Street, Moline

Built in 2014
GPS coordinates: 41.505217,-90.518936
West side of road, facing East
Condition: Excellent
ADA Compliant
Serves Route: 20, 30
Amenities: 1-bench:
Pad:
Shelter:
Asset Tag: PS 359



UnityPoint Clinic, 5501 44th Ave, Moline

Built in 2015
Contractor: Irvine Const. & RR Electric
GPS coordinates: 41.470019, -90.461899
North side of 44th Ave, facing south
Condition: Excellent
ADA Compliant
Serves Route: 90
Amenities: 1-bench, rooftop solar panel
Asset Tag: PS361



POTENTIAL MOLINE SHELTER LOCATIONS – UPDATED SEPTEMBER 2015

Genesis HealthPlex (East), 3900 28th Ave

East side of 41st St, facing west
Immediately south of 28th Ave
Amenities: bench, real-time sign, security lighting
Status: concrete pad installed, pending permit requirements for shelter/sign install

Genesis HealthPlex (West) , 3900 28th Ave

West side of 41st St, facing west
Immediately south of 28th Ave
Amenities: bench, real-time sign, security lighting
Status: concrete pad installed, pending permit requirements for shelter/sign install

Avenue of Cities Hy-Vee/Aldi

North side of Ave of Cities, facing south
Immediately east or west of Hy-Vee entrance

Amenities: bench, real-time sign (if power is available), security lighting

Status: currently determining placement location based on property owners of Aldi and/or Video Games Etc.

WIU QC

North side of University Dr facing south

Adjacent to bus cut-out constructed with Phase II

Amenities, bench, real-time sign (if power is available), security lighting

Status: pending Metro coordinating with WIU-QC staff