

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, July 24, 2012

Block Party & Amplified Sound Requests

A request from Anne Klingborg, 910 26th Avenue to close 26th Avenue from 9th to 10th Streets for a block party with barricades but no amplified sound on Saturday, August 25, 2012, from 5:00 p.m. to 9:00 p.m.

Presentation

Update on the Belgian Bluff/Olde Towne project area (Rebecca Gall, Historic Preservation Specialist and Pam Owens, Main Street Coordinator)

Questions on the Agenda

Agenda Items

1. **Amending Chapter 2, Article IV, “BOARDS AND COMMISSIONS,” of the Moline Code of Ordinances.** (Pam Owens, Moline Centre Main Street Coordinator)
2. **Request from Quad City Tech, Inc. to rezone property located at 2800 46th Avenue from B-3 Community Business District to B-4 Highway/Intensive Business District.** (Shawn Christ, Land Development Manager)
3. **Fair Housing Resolution** (Jeff Anderson, City Planner)
4. **Moline Housing Authority Police Services Agreement** (Kim Hankins, Interim Public Safety Director)
5. **Amendments to Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances.** (Amy Keys, Deputy City Attorney)
6. **Collateral Assignment of TIF Development Agreement between Berglund Flats, LLC and Walcott Trust and Savings Bank and Consent of said Assignment by the City.** (Amy Keys, Deputy City Attorney)
7. **Agreement with R.J. Lee & Associates, LLP for health benefit consulting services.** (Alison Fleming, Human Resources Manager)
8. **Other**

Explanation

1. Amendment to Chapter 2, Sec. 2-4801, Article IV, “BOARDS AND COMMISSIONS,” of the Moline Code of Ordinances. (Pam Owens, Moline Centre Main Street Coordinator)

Explanation: Due to increased interest in serving on the Moline Centre Main Street Commission, staff requests the existing ordinance be amended to allow for more flexibility in the number of Main Street Commission members that can be appointed. Currently the number allowed to be appointed is at seven and staff recommends amending that number to no fewer than seven and not more than fifteen.

Staff Recommendation: Approve
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goal Impacted: Quality Neighborhoods and Vibrant Downtown

2. Request from Quad City Tech, Inc. to rezone property located at 2800 46th Avenue from B-3 Community Business District to B-4 Highway/Intensive Business District. (Shawn Christ, Land Development Manager)

Explanation: Todd Verbeckmoes, owner and operator of Quad City Tech, wants to expand his heavy truck repair business and requests approval to rezone the site from B-3 to B-4 to accommodate the expansion. Plan Commission voted to unanimously approve this request at its July 11, 2012, meeting.

Staff Recommendation: Concur with Plan Commission
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Quality Neighborhoods

3. Fair Housing Resolution (Jeff Anderson, City Planner)

Explanation: Federal regulations and the U.S. Department of Housing and Urban Development require the periodic preparation of an Analysis of Impediments to Fair Housing Choice study (AI study). This document identifies barriers and impediments to fair housing and recommends strategies and actions to reduce and eliminate such impediments. Under the City’s existing AI study, as well as the AI study that is currently under development and nearly complete, recommendations have been made to develop a more formalized Fair Housing program and Fair Housing Ordinance. Adoption of this Fair Housing Resolution would be a step forward in responding to these recommendations. This item will also appear on the July 24, 2012, formal Council Agenda under “Items Not On Consent.”

Staff Recommendation: Approval
Fiscal Impact: N/A
Public Notice/Recording: N/A
Goals Impacted: Strong Local Economy; Financially Strong City; Desirable Place to Live

4. Moline Housing Authority Police Services Agreement (Kim Hankins, Interim Public Safety Director)

Explanation: Annual renewal of the agreement between the City of Moline and the Moline Housing Authority, setting forth the terms for the shared assignment of two police officers to the Spring Brook

Courts housing complex and the police department. The officers will work full time at Authority property, other than 24 duty days which will be police department assigned work days. The Housing Authority will reimburse a percentage of the total salary and benefit costs for the officers based on the assignment days. This item will also appear on the July 24, 2012, formal Council Agenda under “Items Not On Consent.”

Staff Recommendation: Approve the agreement.
Fiscal Impact: Reimbursement of \$101,779.
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live & Financially Strong City

5. Amendments to Chapter 11, “FIRE PREVENTION AND PROTECTION,” of the Moline Code of Ordinances. (Amy Keys, Deputy City Attorney)

Explanation: Pursuant to recent inquiries regarding the fireworks provisions contained in Chapter 11 of the Code of Ordinances, Law Department staff reviewed the chapter and determined that amendments thereto would better clarify the fireworks and prohibited burning sections, their penalty provisions, and add consistencies to the chapter. Staff therefore recommends an ordinance amending Sections 11-1101, “Local Amendments to Fire Code,” and 11-1104, “Penalty,” be submitted for Council review and adoption.

Staff Recommendation: Approve
Fiscal Impact: N/A
Public Notice/Recording: Pamphlet publication of ordinance upon adoption
Goal Impacted: Desirable Place to Live

6. Collateral Assignment of TIF Development Agreement between Berglund Flats, LLC and Walcott Trust and Savings Bank and Consent of said Assignment by the City. (Amy Keys, Deputy City Attorney)

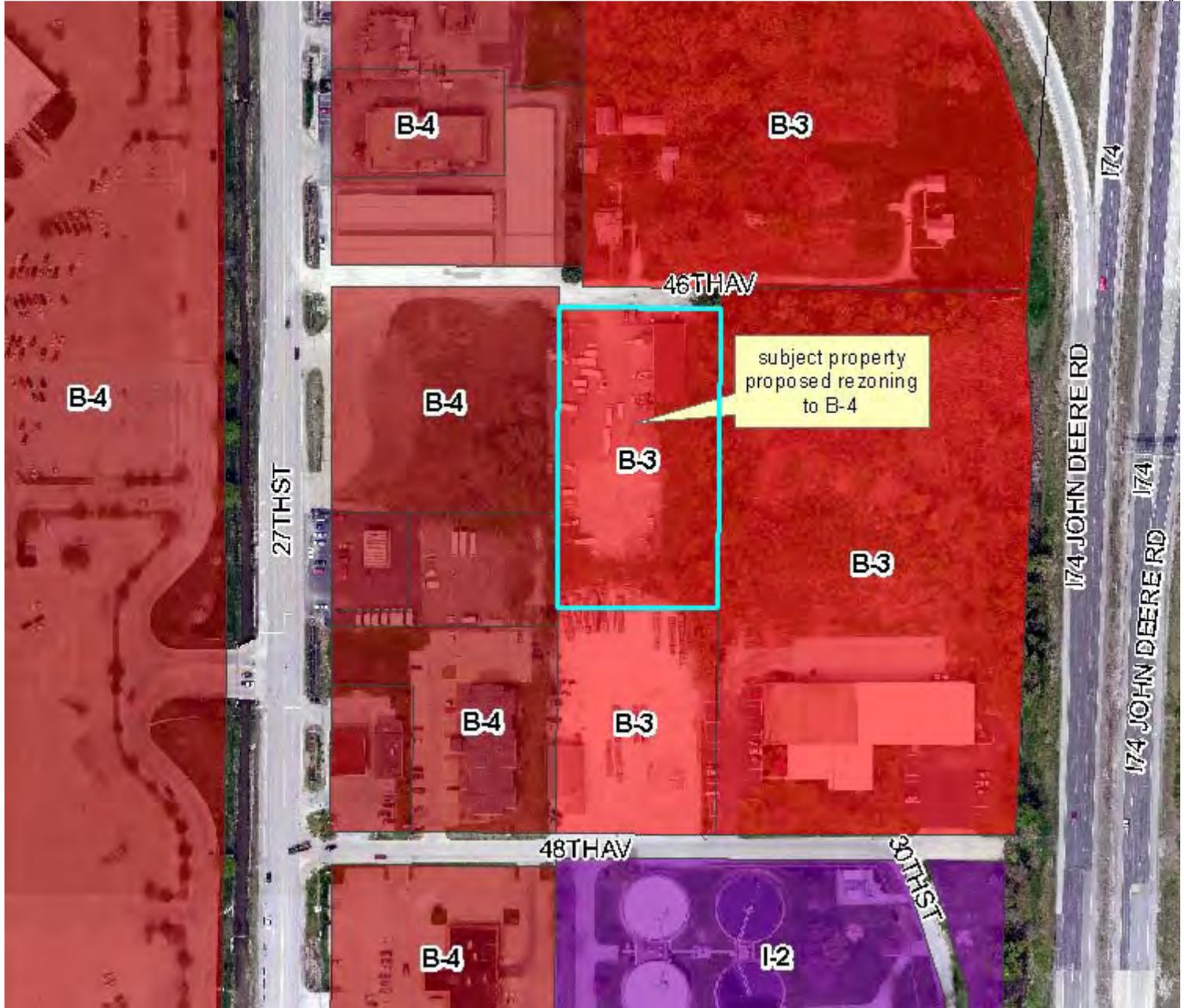
Explanation: In March 2012, the City executed a development agreement with Berglund Flats, LLC (“Developer”) to facilitate redevelopment of property located at 1317-1321 5th Avenue, Moline, into commercial space and 28 loft apartments. Under the agreement, the City granted TIF assistance to Developer in the form of an incremental property tax rebate of up to 15% of the eligible redevelopment project costs incurred by Developer in connection with the project. The estimated eligible costs are \$2,500,000. Developer’s bank, Walcott Trust and Savings Bank (“Bank”), has agreed to make a loan to the Developer in the principal amount of \$2,360,000, the proceeds of which shall be used by Developer for the acquisition, development and construction of the project. As further security for the loans to Developer, Developer seeks to assign all payment rights under the development agreement to the Bank until such time as all obligations of the Developer to the Bank, with respect to the loans, have been satisfied. The City agrees to execute a Consent to Collateral Assignment acknowledging the right of the Bank to receive payments pursuant to the authority allowing assignment under the development agreement, and acknowledging that nothing contained therein shall affect the rights and obligations of the City under the development agreement.

Staff Recommendation: Approve
Fiscal Impact: NA
Public Notice/Recording: NA
Goals Impacted: Financially Strong City & Strong Local Economy

7. **A Resolution authorizing the Mayor and City Clerk to enter into an Agreement with R.J. Lee & Associates, LLP of Moline, Illinois, for health benefit consulting services for a period of two years commencing on August 1, 2012.** (Alison Fleming, Human Resources Manager)

Explanation: A request for proposals was published, and R.J. Lee & Associates, LLP of Moline, Illinois provided the most advantageous proposal. R.J. Lee & Associates, LLP currently provides health benefit consulting services. The cost of services is \$20,000 for the first year and \$21,000 for the second year. Services provided include: health plan data analysis, development of a long-term plan, analysis of retiree data and benefits and assistance with cost containment strategies. This item will also appear on the July 24, 2012, formal Council Agenda under “Items Not On Consent.”

Staff Recommendation: Approve
Fiscal Impact: Budgeted in the Health Fund.
Public Notice/Recording: N/A
Goal Impacted: Financially Strong City



NORTH

CITY OF MOLINE
 PLANNING AND DEVELOPMENT DEPARTMENT
 LAND DEVELOPMENT DIVISION

PLAN COMMISSION

Location & Zoning Map
 Aerial photograph

PC 12-07

7/6/12

Council Bill/Resolution No. _____

Sponsor: _____

A RESOLUTION

AFFIRMING the City of Moline's desire and intention to follow a policy of promoting and supporting full and equal opportunity to all residents of the City to obtain fair and adequate housing for themselves and their families in the City of Moline without discrimination against them because of their race, color, religion, sex, national origin, ancestry, age, marital status, disability or other protected class status in accordance with applicable federal and state laws.

WHEREAS, the City of Moline has conducted an Analysis of Impediments to Fair Housing study in accordance with Title VIII of the Civil Rights Act and Chapter 24 of the Code of Federal Regulations; and

WHEREAS, pursuant to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), the Department of Housing and Urban Development mandates that such analysis be updated periodically as the City of Moline has recently done in a joint effort with the City of Rock Island, Illinois and the City of Davenport, Iowa; and

WHEREAS, said study makes recommendations on the matter of pursuing fair housing initiatives and removing barriers and impediments to fair housing choice; and

WHEREAS, the City of Moline acknowledges its interest in pursuing such initiatives and removing said barriers; and

WHEREAS, such acknowledgments, pursuits, and initiatives will include following a policy whereby the City of Moline will promote, support, and seek to establish an environment in which no owner, lessee, sublessee, assignee, managing agent, or other person, firm or corporation having the right to sell, rent or lease any housing accommodation, within the City, or any agent of any of these, should refuse to sell, rent, lease, or otherwise deny to or withhold from any person or group of persons such housing accommodations or discriminate against because of their race, color, religion, sex, national origin, ancestry, age, marital status, disability or other protected class status in accordance with applicable federal and state laws in the terms, conditions, or privileges or the sale, rental or lease of any housing accommodation or in the furnishing of facilities or services in connection therewith.

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

That the City of Moline's desire and intention is to follow a policy of promoting and supporting full and equal opportunity to all residents of the City to obtain fair and adequate housing for themselves and their families in the City of Moline without discrimination against them because of their race, color, religion, sex, national origin, ancestry, age, marital status, disability or other protected class status in accordance with applicable federal and state laws.

CITY OF MOLINE, ILLINOIS

Mayor

July 24, 2012
Date

Passed: July 24, 2012

Approved: July 24, 2012

Attest: _____
City Clerk

Approved as to Form:

City Attorney

MOLINE HOUSING AUTHORITY

INTERGOVERNMENTAL AGREEMENT FOR SUPPLEMENTAL POLICE SERVICES

THIS AGREEMENT made and entered into this 1st day of April, 2012, by and between the Moline Housing Authority, an Illinois statutory municipal authority, hereinafter referred to as “Authority”, and the City of Moline, Moline Police Department, hereinafter referred to as “City”, an Illinois Municipal Corporation.

WITNESSETH:

WHEREAS, the Moline Housing Authority and the City of Moline desire to create a safe, secure living environment for residents of the Authority’s properties through the use of supplemental community policing via the City of Moline Police Department; and both the Authority and the City believe that having police officers assigned and stationed on Authority property will deter crime and increase resident safety; and

WHEREAS, the Authority is obligated to the U.S. Department of Housing and Urban Development to identify, with the cooperation of the City, specific crime problems by type, effected population, location, time, and other factors such as the nature of the crime, units that are suspected of drug sales, at-risk locations, how many and what types of police service calls are generated from the community, police service call logs, arrest data, etc.; and

WHEREAS, the Moline Housing Authority desires to create a cooperative relationship between the Moline Police Department, and residents of the Authority; and

WHEREAS, the Authority desires to enter into an intergovernmental agreement with the City of Moline for additional police services for Authority properties above and beyond baseline police services offered by the City of Moline to all of its resident population in an effort to create a crime-free environment and to provide for the safety and protection of the residents in public housing developments, subject to availability of funding; and

WHEREAS, the City, with a population greater than 43,000, has plenary police powers pursuant to Article VII, 6(a), Illinois Constitution; and

WHEREAS, the responsibility of the Authority is to provide for the collection and analysis of crime and other related data as required by the U.S. Department of Housing and Urban Development, and to use this data in solving crime and associated problems within the Moline Housing Authority’s public housing communities; and to promote the process of analysis as the basis on which crime control strategies will be developed, and subsequent action plans will be implemented by the Housing Authority, with the cooperation of the City; and

WHEREAS, the City of Moline desires to assist in the Moline Housing Authority's crime elimination efforts by providing effective supplemental police services above and beyond baseline police services provided by the City at all Authority locations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

ARTICLE I - SERVICES PROVIDED BY THE CITY

1.1 The City agrees to implement a Community Oriented Policing Policy within public housing. Specifically, this policy will dictate the following:

The police department will provide two police officers to the Moline Public Housing Authority property as specified in Article I, Section 1.2(B)(1), and will assign additional officers from time to time as needed to address neighborhood or community problems. Over the past ten years this program has proven to be a valuable partnership between the police department and the residents and housing authority in reducing crime and enhancing the quality of life.

1.2 The City agrees that the supplemental services rendered by the officers assigned under this Agreement, hereinafter referred to as "assigned officers", are in addition to currently provided baseline police services. The City agrees that it will not reduce its current level of baseline police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigation, records, dispatch, and special operations.

A. Baseline police services provided to Authority residents under the current administration of the Moline Police Department include:

1. Patrol officer coverage is twenty-four (24) hours per day in all police beats of the City, which includes the Authority's public housing developments.
2. Criminal investigations of all crimes in public housing that meet the Moline Police Department's investigative criteria.
3. Narcotic and other illegal drug enforcement.
4. Response to 911 calls.
5. Response to public housing calls pursuant to the Moline Police Department's criteria.
6. Crime and workload statistical reports to civic groups.

7. Collection of found property and evidence.
8. Enforcement of traffic/parking ordinances.
9. Service of warrants.
10. Assisting/counseling youth in crisis as staffing permits.
11. Enforcing and complying with all city and state laws relative to youth crimes as staffing permits.
12. Investigating missing persons in accordance with the Moline Police Department's policy.

B. The Police Department shall provide the following additional services under this Agreement:

1. It is agreed that the City will assign two (2) Moline police officers and station said officers at the Authority providing a minimum of 444 individual duty days, and the police department may utilize the assigned officers for regular police department duties for a maximum of 24 individual duty days. The police department will determine the officer and dates of reassignment, and will provide the Executive Director of the Authority with notification of that determination. The officers will work a twenty-eight (28) day flex schedule at forty (40) hours per week. While assigned at the Authority, the officers will perform **supplemental** police patrols within the Authority's developments. The officers shall remain subject to the Moline Police Department's chain of command, rules, regulations, and standard operating procedures.
2. The City will assign these police officers to targeted areas during specific periods of time as identified by the Chief, in cooperation with the Authority.
3. The Moline Police Department will employ a community policing concept, which will be developed by the City of Moline Chief of Police. That concept will involve the following:

The Community Policing Concept will involve a working partnership between the police department and the Housing Authority. The officers assigned and responding to police service requests will provide a dual level of police service; specifically, the normal level of police service that is provided to all citizens throughout the City, and a supplemental level of service provided by the C.O.P. officers, who will network with the

residents and Housing Authority to enhance the quality of life through crime prevention and intervention.

4. Assigned officers will assist in developing and/or enhancing the Authority's crime intervention and prevention programs throughout the Authority's developments. The Housing Authority and the City will confer and coordinate the focus of these efforts based on existing issues and needs. Coordination will also exist between other police programs such as ***Crime Stoppers and the Neighborhood Partnership Committee*** in developing and/or enhancing crime prevention programs in public housing developments.
5. The City will collect and provide workload data on services performed by the officers assigned to public housing on a weekly basis in a form determined by the Housing Authority.
6. To the extent necessary, the assigned officers will appear as witnesses in the Authority's administrative grievance procedures, civil dispossession hearings, and other Authority-initiated proceedings where the issue includes criminal and quasi-criminal conduct in or near public housing developments. The Authority shall subpoena officers for these proceedings and shall attempt to schedule appearances during the officer's working hours. No overtime should be required; however, in the event that overtime is required for an Authority's special event, outside of assigned hours, the Authority shall be responsible for reimbursing the Department for any overtime which may result from such activities.
7. The assigned officers, and/or any other Police Administrative Liaison with the Authority will meet at least monthly with resident leadership and management representatives of the Authority to review performance under this Agreement.
8. Police officer conduct will be regulated by the Moline Police Department's General Orders and Procedures. All officers are provided with a copy of the Orders and Procedures and are responsible for adherence to them.
9. The City will provide the assigned officers with transportation and any other such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement. Any additional equipment which may be requested by the Authority shall be furnished at the expense of the Authority. All items which are the property of the Authority shall be returned to the Authority upon termination of this Agreement. Items purchased by the Authority

pursuant to this Agreement shall be used solely for providing police services described herein.

10. The City will conduct criminal history checks on proposed applicants for public housing in conformity with State and Federal rules and regulations. The Authority shall provide the Police Department with a list of potential applicants, and the Police Department shall conduct the check within five (5) business days of the request made by the Authority to the Police Department. The Authority will be responsible for costs associated with this process.
- C. The Police Chief shall designate a police supervisor as the Administrative Liaison Officer with the Authority, who will work with the Authority's Executive Director and/or that official's designee with regard to program management issues. The Authority's Executive Director and the Chief of Police, or his designee, shall meet quarterly to review and discuss any issues relating to the contract.
- D. The Administrative Liaison Officer or his or her designee will perform the following duties:
1. Supervise the assigned officers, coordinate the services provided under this Agreement, and provide police reports, crime data, and other information to the Authority on monthly basis and/or as needed
 2. Maintain an ongoing communication with the Operations Division Captain and other Police Department personnel; and when necessary with state and federal law enforcement agencies.
 3. Prepare or have prepared by the assigned officers quarterly progress reports for review by the Police Department and the Housing Authority.
 4. Coordinate with the Authority's designated liaison for this Agreement.
 5. Attend Housing Authority monthly Board meeting or and such meetings as may be necessary.
- 1.3 The City, through the Police Department, will supervise the assigned officers at no additional cost to the Authority. The City shall be responsible for the officers' compensation and employee benefits, for which the City will be reimbursed by the Authority. The City shall be responsible for the acts or omissions of its officers performed within the scope of the officers' duties under this Agreement. The Authority shall be responsible for the acts and omission of its employees, agents or any persons under its supervision or control in connection with the performance of this Agreement. This Agreement shall not create additional legal obligations or duties towards members of the public or Authority residents by the City or its officers, nor does this Agreement

affect or limit the privileges and immunities available to the City or its officers under state or federal law.

- 1.4 The assigned officers shall possess and maintain certification as required by the Illinois Law Enforcement Training and Standards Board.

ARTICLE II - SERVICES PROVIDED BY THE AUTHORITY

- 2.1 The Authority will provide training of residents, of Authority on-site management staff, and of the assigned officers, through workshops on community policing and crime prevention issues associated with public housing.

A. This shall include, but not be limited to, training in the following:

1. Crime prevention and security responsibilities.
2. Community organization/mobilization against the causes of and precursors to crime.
3. Drug awareness and control.
4. Orientation and familiarization with the public housing communities for the assigned officers.
5. Orientation to the lease contract, and lease compliance enforcement procedures, and policies.
6. Public housing authority activity forms.

- 2.2 The Authority will provide the following in-kind accommodations, services, and equipment:

- A. Accommodations – The Authority will provide suitable space to be used as a satellite office at one of the Authority’s developments.
- B. Services – The satellite office will be supplied with utilities (water, heat, electricity) and routine maintenance by personnel of the Authority, including without limitation, janitorial, snow removal, lawn and sidewalk maintenance.
- C. Equipment – The satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Agreement.

- 2.3 Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided

in order to meet the Department's operational needs. Any damage caused by the assigned officers to the unit or equipment provided by the Housing Authority for Department employees, which the Authority and the Department mutually to be above the normal wear for the item or accommodation, shall be repaired or replaced by the Department, at the discretion of the Authority. The Department is not responsible for any damage not caused by the officers.

2.4 Assigned Officers

- A. The Authority shall reserve the right to reasonably request the Department to replace any assigned officer for the following conduct by the officer:
1. Neglect or non-performance of duties.
 2. Disorderly conduct, use of abusive or offensive language, or fighting.
 3. Criminal action, and civil rights violations.
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority.
 5. Inadequate punctuality or attendance.
 6. Substantiated complaints from public housing residents or management.
- B. The Authority shall provide a written enumeration of the reasons for the request for replacement of the assigned officers, including documentation and witnesses to the alleged behaviors. Based on the documentation submitted by the Authority, the City will determine whether an officer should be reassigned.

2.5 The Authority will provide the City with the applicable Authority rules and regulations governing Authority residents, and property.

2.6 To the extent possible, the Authority will subsidize housing or rent costs for police officers who volunteer to reside in a public housing development selected by the Authority.

ARTICLE III – ENFORCEMENT OF RULES & REGULATIONS

3.1 The City, through its police officers, is hereby empowered to enforce the following:

- A. Criminal trespassers on Authority property (Trespassers as defined pursuant to Moline Housing Authority's approved Admissions, and State and Local laws.)
 - B. Nonresidents/Residents creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property.
 - C. Criminal Damage and/or Theft of Authority property.
 - D. Authority's parking and traffic rules.
 - E. Any additional Authority rules and regulations, and perform such other duties as agreed upon by the Authority and the City.
- 3.2 Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE IV – COMMUNICATIONS, REPORTING & EVALUATIONS

4.1 Communications

- A. Access to Information - The Authority will have unrestricted access to all public information then available under the Freedom of Information Act concerning criminal activity in any of the Authority's communities. The Department will provide to the Authority, within 72 hours, copies of incident reports concerning criminal activity in the public housing developments.

4.2 Reporting

- A. Daily Reports - The Department will require all assigned officers to complete, at the conclusion of each shift, a daily activity form. This report will be left at the main office 4141 11th Avenue A- of the Authority each day.
- B. Monthly and Quarterly Reports - The data from the daily forms shall be compiled into monthly and quarterly reports by the Police Department for submission to the Authority.
- C. Media Coordination
 - 1. The Department will relay to the Executive Director or designee information related to any major crime or incident that occurs on Authority property as set forth in the Plan of Operations.

2. When possible the Department will attempt to notify the Executive Director before the media is informed.
3. Major crimes/incidents include violent deaths, armed robberies with injuries, serious aggravated assaults, abducted children, disasters, and large scale drug raids.

4.3 Service Objectives

A. The Department will pursue the following Service Objectives of the Authority:

1. Reduce Part I and Part II UCR offenses
2. Reduce Fear of Crime
3. Reduce Vandalism/Criminal Damage
4. Increase Police Visibility within the Housing Communities
5. Reduce Drug Activity
6. Reduce illegal entry to buildings
7. Increase police crime prevention outreach
8. Increase walking police patrols
9. Increase police interaction with residents
10. Address Quality of Life issues, such as rape, domestic abuse, drinking in public, abandoned vehicles, peace disturbance, neglected children, abused elderly and disabled, etc.

ARTICLE V – PLAN OF OPERATIONS

- 5.1 In conjunction with the Housing Authority, the City shall prepare a plan of operations to carry out the objectives of this Agreement. The purpose of the plan to specify the manner, and method of performance by which each of the services identified is to be administered.
- 5.2 If during the term of the Agreement, the City desires to amend the Plan of Operations, the Department shall first consult with the Authority.

ARTICLE VI - TERM OF AGREEMENT

- 6.1 The term of this Agreement shall be for 12 months, beginning on April 1, 2012 and ending on March 31, 2013.

ARTICLE VII – COMPENSATION TO THE CITY

- 7.1 All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services provided by the assigned officers described in Article I, Section 1.2(B)(1) in a total amount not to exceed One hundred one thousand seven hundred seventy-nine (\$101,779) Dollars.
- 7.2 The City shall bill the Authority on a monthly basis. The Authority shall pay all bills within 30 days of the date of submission.
- 7.3 The City shall provide the following documentation in requesting reimbursement:
- A. Copies of Time and Attendance Records for each assigned officer. The record should document the name of the officer, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of any requested overtime worked.
 - B. Other miscellaneous expenses shall be subject to pre-approval. All requests for reimbursement shall be accompanied by a brief explanation of the expense incurred.
- 7.4 All requests for reimbursements are subject to the approval of the Authority's Executive Director or official designee.
- 7.5 Overtime hours worked shall only be reimbursable with the prior approval of the Authority's Executive Director.
- 7.6 The Authority shall indemnify, defend, and hold harmless the City, the Department, its officers, employees and agents from and against all claims, demands, damages, costs, expenses, suits, actions or liability from third parties, whether at law or in equity, for those situations where the Authority has directed or requested the assigned officers to perform a particular act or function on behalf of the Authority, and for negligence or willful misconduct of the Authority or its employees, agents or its employees, agents or representatives.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 The Authority and/or the City may terminate this Agreement without cause upon the provision of thirty (30) days written notice, one to the other in writing. Such notice shall be delivered by U.S. Certified Mail, Return Receipt Requested at the following locations:

Authority: c/o Executive Director
Moline Housing Authority
4141 11th Avenue A
Moline, Illinois 61265

City: c/o Chief of Police
City of Moline, Illinois
Department of Police
1640 6th Avenue
Moline, Illinois 61265

ARTICLE IX – ENTIRE AGREEMENT

9.1 This Agreement sets forth the entire Agreement between the Authority and the City, and supersedes all other oral and written provisions. The parties agree there are no other terms or conditions of this Agreement, either oral or written, other than those stated herein.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to affix their signatures this _____ day of _____, 2012.

MOLINE HOUSING AUTHORITY

CITY OF MOLINE, ILLINOIS

By _____
Executive Director

By _____
Mayor

Attest:

Board of Commissioners

Approved as to Form:

Moline Housing Authority Attorney

Attest:

City Clerk

Approved as to Form:

City Attorney

COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT, effective as of this 18th day of July, 2012, is made by BERGLUND FLATS, LLC, an Illinois limited liability company (hereafter referred to as the "Developer"), to WALCOTT TRUST AND SAVINGS BANK, an Iowa banking corporation (hereafter referred to as the "Bank").

WHEREAS, on March 7, 2012 the Developer and THE CITY OF MOLINE, ILLINOIS, an Illinois municipal corporation (the "City") entered into a Development Agreement (hereinafter referred to as the "Redevelopment Agreement"), relating to the redevelopment of the real estate commonly known as 1317-1321 5th Avenue, Moline, Illinois, and legally described on Exhibit A, attached hereto and incorporated herein (the "Real Estate"), with benefits available under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act"); and

WHEREAS, the Developer desires to rehabilitate the existing building on the Real Estate into approximately 6000 square feet of commercial space and 28 loft apartment units, all in accordance with the plans and specifications reviewed and approved by the City (the "Project"); and

WHEREAS, the Redevelopment Agreement provides, in part, that the City shall reimburse the Developer up to fifteen percent (15.00%) of the eligible redevelopment project costs incurred by the Developer in connection with the construction of the Project pursuant to the terms of the Redevelopment Agreement and the TIF Act; and

WHEREAS, the estimated eligible redevelopment project costs to be incurred by the Developer for the Project are \$2,500,000.00; and

WHEREAS, the Bank has agreed to make one loan to the Developer in the principal amount of \$2,360,000.00 (hereafter referred to as the "Loan"), the proceeds of which shall be used by the Developer for the acquisition of the Real Estate, development and construction of the Project; and

WHEREAS, as security and a source of repayment for the Loan and pursuant to Paragraph IX of the Redevelopment Agreement, the Developer may assign its right to payments under the Redevelopment Agreement to the Bank until such time as the Loan is paid, at which point this Collateral Assignment is deemed void.

NOW, THEREFORE, for and in consideration of the recitals set forth above, to secure the Loan and all other amounts due or to become due under the instruments evidencing the Loan, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer hereby unconditionally assigns and sets over to the Bank any and all of its interest in the payment or reimbursement amount from the City under the Redevelopment Agreement until such time as the Loan is paid, at which point this Collateral Assignment is deemed void, together with all amendments, addenda, supplements, modifications

and extensions thereto, whether made now or hereafter, subject to the terms and conditions hereafter set forth.

1. The recitals set forth in the preambles to this Collateral Assignment are hereby incorporated into this paragraph 1 as if fully set forth herein.

2. The Developer hereby authorizes and directs that until such time as the Loan is paid, at which point this Collateral Assignment is deemed void, the City shall pay directly to the Bank any and all amounts due and owing to the Developer pursuant to the Redevelopment Agreement. The City and Bank shall notify the Developer once payments have been made. In connection therewith, the Developer hereby irrevocably appoints the Bank as the Developer's power of attorney to exercise any or all of the Developer's right in, to and under the Redevelopment Agreement, including but not limited to the right to receive payments from the City, and to do any or all other acts, in the Developer's name or in the Bank's own name, that the Developer could do under such agreement with the same force and effect as if this Collateral Assignment had not been made.

3. This Collateral Assignment shall not be deemed to be an assignment of the Developer's obligations under the Redevelopment Agreement, it being the explicit understanding and agreement between the Developer and Bank that the Developer shall remain bound by the Redevelopment Agreement obligations to the City, and any other parties interested in any matter whatsoever related to the development of the Real Estate or the Project, for the Developer's non-performance or default under said Redevelopment Agreement. In connection therewith, the Developer agrees to take all steps necessary to comply with and satisfy the terms of the Redevelopment Agreement and to indemnify and hold the Bank harmless from any judgments, claims, demands, costs and expenses, including reasonable attorney's fees, in connection with the Developer's non-performance or default of the Redevelopment Agreement.

4. The Developer shall file, in a timely manner and pursuant to the terms of the Redevelopment Agreement, all requests for reimbursement from the City to receive approval for the reimbursement of redevelopment project costs incurred by the Developer in connection with the Project from the City.

5. The Developer represents and warrants to the Bank as follows:

(a) The Redevelopment Agreement is in full force and effect, there are no defaults thereunder or known matters which may give rise to an event of default upon the giving of notice or passage of time.

(b) There are no defenses, rights to setoff or counterclaims with respect to any matters contained in the Redevelopment Agreement. The Developer, upon the construction of the Project in accordance with the plans and specifications approved by the City, will be entitled to the reimbursement of fifteen percent (15%) of the total eligible redevelopment project costs expended in the Project.

(c) Upon the execution of this Collateral Assignment, the Bank will be entitled to receive all payments to which the Developer is entitled pursuant to the Redevelopment Agreement.

6. The Developer agrees to execute and deliver to Bank other documents or instruments necessary to satisfy the intent and purposes of this Collateral Assignment expressed herein to perfect the assignment.

7. The Developer shall not further assign the Redevelopment Agreement, or cause any amendment or modification of such agreement, without the prior written consent of the Bank, which may be withheld in the Bank's sole and absolute discretion.

8. All payments to be made to the Bank pursuant to this Collateral Assignment shall be made to the following address:

Walcott Trust and Savings Bank
Attn: Tim Perkins
101 West Bryant Street
PO Box 100
Walcott, IA 52773-0100

With a copy going to the Developer at the following address:

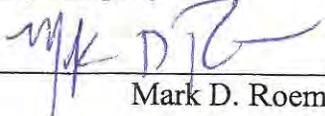
Mark Roemer
2550 Middle Road
Suite 300
Bettendorf, IA 52722

The Bank agrees to provide the Developer with a full accounting of payments made each quarter.

9. This Collateral Assignment shall be binding upon and inure to the benefit of the successors, assigns, legal and personal representatives, executors, administrators, heirs and other transferees of the parties hereto. Notwithstanding the foregoing, the Developer shall not assign this Collateral Assignment without the prior written consent of the Bank.

IN WITNESS WHEREOF, the parties have executed this Collateral Assignment by their duly authorized representatives, dated and effective as the date first written above.

BERGLUND FLATS, LLC, an Illinois limited liability company

By 
Mark D. Roemer, Member

WALCOTT TRUST AND SAVINGS BANK, an Iowa banking corporation

By 
Its Senior Vice President

This is intended as an addition to the “Collateral Assignment of TIF Development Agreement” between Berglund and Walcott Bank, and is designed as the City of Moline’s consent.

CITY OF MOLINE, ILLINOIS’ CONSENT TO COLLATERAL ASSIGNMENT OF TIF DEVELOPMENT AGREEMENT AS SET FORTH IN THE PRECEDING DOCUMENT BETWEEN BERGLUND FLATS, LLC AND THE WALCOTT TRUST & SAVINGS BANK

This document is being executed on behalf of the City of Moline by the Mayor, acting under the authority granted by the City Council, and attested by the City Clerk, and approved as to form by the City Attorney.

The City of Moline, Illinois, hereby agrees and acknowledges as follows:

1. The City of Moline, Illinois, gives its consent for Berglund Flats, LLC to execute the foregoing Collateral Assignment of TIF Development Agreement to Walcott Trust and Savings Bank.

2. The City of Moline, Illinois, hereby acknowledges the rights of Walcott Trust and Savings Bank to receive the TIF payments contemplated by the Development Agreement, but only as such rights to payments accrue and they become due and payable. Nothing in this Assignment shall affect the rights and obligations of the City under the Development Agreement. The City of Moline, Illinois, further agrees that any payments due to Berglund Flats, LLC pursuant to the Development Agreement be sent and made payable directly to Walcott Trust and Savings Bank, until further written notice otherwise from Walcott Trust and Savings Bank and Berglund Flats, LLC.

3. The City of Moline states and acknowledges that as of the date of this Consent and Acknowledgment, Berglund Flats, LLC is not in default on the Development Agreement with the City of Moline dated March 7, 2012, covering the property described in Exhibit A of this Assignment document.

Signed by the City of Moline, Illinois, this ____ day of July, 2012.

Donald Welvaert, Mayor

ATTEST: _____
Tracy Koranda, City Clerk

APPROVED AS TO FORM:

Maureen E. Riggs, City Attorney

Exhibit A

Lot 7 in Block 27 in that part of the City of Moline known as and called the Old or Original Town of Moline, Illinois.

AGREEMENT TO PROVIDE CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 1st day of August, 2012, by and between the CITY OF MOLINE (the City) and RJLEE & ASSOCIATES, LLP (RJLee).

WHEREAS, the City desires to receive professional consulting services for its Employee Benefit Program (the Program), including coverage for life, medical, dental, prescription drugs and, upon request, other benefit programs; and

WHEREAS, RJLee is engaged in the business of advising its clients on their benefit plan needs and procuring coverage on behalf of its clients as a consultant;

THEREFORE, RJLee desires to provide certain consulting services and the City desires to have RJLee provide such consulting services in accordance with the following terms.

I. TERM & TERMINATION

A. TERM

This Agreement shall be effective for an initial term commencing August 1, 2012 and shall remain in full force and effect until July 31, 2014. Thereafter, this Agreement shall be automatically renewed for successive one (1) year terms until terminated as provided herein. The annual fee charged for consulting services may be changed by amendment upon written agreement by both parties.

B. TERMINATION

Either party may terminate this Agreement with or without cause upon the conclusion of the initial term or the conclusion of any successive renewal term by providing thirty (30) days prior written notice. In the event either party materially breaches this Agreement at any time, this Agreement shall terminate upon the failure of the breaching party to remedy the breach within thirty (30) days of receipt of written notice of the breach.

II. AGREEMENT

A. OBLIGATIONS OF RJLEE & ASSOCIATES, LLP

1. Financial Reports

RJLee will prepare regular financial reports (usually quarterly) analyzing claims experience, benefits paid, contributions, administrative expenses, and other relevant items that pertain to the plans, based on data that are available from the City and the carrier or third party administrator, and subject to the terms of the funding method in force and data available from the carrier or third party administrator.

2. Consultation

RJLee will be available for consultation on most aspects of the plan's operation, including claims, reserves and insurance company performance, as well as the plan's overall progress and development.

RJLee is available to consult with the City's legal counsel and the plan administrator regarding changes to be made in the plan of benefits and eligibility for such benefits.

3. Benefit Changes

RJLee will provide advice and then take appropriate action as authorized by the City for implementing any benefit changes, including revision in premium and plan recordkeeping procedures, master policy certificates, and plan amendments or modifications.

4. Insurance Company Negotiations

As authorized by the City, RJLee will negotiate with the insurance companies to obtain appropriate adjustments. In the event that an insurance company's proposed annual retention is not consistent with its projection or if the renewal premium rates do not appear justified by claims experience, we will attempt to obtain more favorable results for the plan. An annual renewal report will be prepared for the City.

5. Self-Insured Benefits

For all benefits self-funded by the City, RJLee will calculate the appropriate reserve and claims trend factors to be taken into account from a sound planning and policy point of view. We will negotiate with the third party administrator and reinsurance company to obtain more favorable results for the plan to reduce non-recoverable costs.

6. COBRA

RJLee will review the rates charged for COBRA continuation coverage.

7. Communication with Participants

RJLee will be available for consultation with the City, legal counsel or the plan administrator to assist in drafting notices to plan participants about plan or administrative changes. RJLee also will review all policies and amendments drafted by the City's administrator or insurer.

8. Administrative Support

RJLee shall continue to be available for consultation with the plan administrator/insurer, as requested, with regard to routine changes in forms and procedures, as well as general recordkeeping. Compliance with the recordkeeping requirements of laws or regulations are matters subject to the advice of legal counsel and the City. However, RJLee shall be available for consultation in this regard from a non-legal standpoint.

RJLee will be available for consultation and will assist in preparation of meeting agendas to aid the City in reaching decisions that arise in the course of plan operation, or that flow from quarterly reports, plan design or administration questions, national and industry trends, or public policy.

9. Coordination with Other Professional Advisors

RJLee will, as appropriate, coordinate efforts with those of legal counsel, the plan administrator and the auditor, regarding policy matters of interest to the City and the efficient operation of the plans.

10. Legislation, Benefits, Plan Design

RJLee shall continue to keep the City apprised of new developments in the employee benefits field that may bear upon the City's planning and policy decisions as RJLee becomes aware of them. Questions on the interpretation and application of laws, regulations, rulings and court decisions are a legal matter, subject to legal counsel's advice.

11. Meetings

RJLee will attend all regularly scheduled insurance committee meetings and City Council meetings as requested per contract year with the City as requested. Between meetings, RJLee is continually available for consultation by phone, fax, email or mail with the City, plan administrator

and the plan's other professional advisors. Costs of attendance at additional meetings may be billed based upon actual time and travel expense.

Other Supplemental Services

The preceding list of services describes the matters that regularly arise in the course of the plan's annual operations that call for general consulting services. However, it is difficult to predict in advance whether the City's plan will be involved in complicated, time consuming special problems and, if so, to what extent.

If our assistance involves services which are beyond our regular services, then we would provide such services within the scope of this retainer. If, on the other hand, the occasion requires the expenditure of time not anticipated within this retainer, we would proceed only after consultation with the City. Our compensation for such agreed upon supplementary services will be based on our regular time-charge rates. Some examples of supplementary consulting services that might be required by the plan include:

1. Support for litigation, law suits or arbitration
2. Drafting revised Summary Plan Descriptions or plan documents, subject to legal counsel's and the City's approval
3. Services involving special claims audits
4. Conducting a Request for Proposal process more frequently than every other year

B. OBLIGATIONS OF THE CITY

1. RJLee shall be compensated for consulting services related to the City's plan as outlined in Exhibit A.
2. It is understood both by the City and by RJLee that RJLee receives no compensation from any source other than the City for providing consulting services to the City.
3. The City agrees to provide RJLee with such financial and other records related to the plan so as to allow RJLee to prepare accurate and timely reports concerning the plan's operations.

C. MUTUAL OBLIGATIONS

1. Ownership of Records and Documents

All books, records, lists of names, journals, ledgers and other recorded information developed specifically in connection with the administration of the City shall always be and remain the property of the City. However, any information, data or products that are proprietary to RJLee shall remain the property of RJLee.

RJLee agrees to keep all such material confidential and not to reproduce, disclose or disseminate the material or the information contained therein to third parties without the prior written consent of the City. Upon termination of this Agreement for any reason, RJLee shall immediately return all such material and any copies thereof to the City.

2. Waiver of Nonperformance

No waiver of any default in performance on the part of RJLee or like waiver by the City or any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of said terms, covenants or conditions. Resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise.

3. Partial Invalidity

Should any part of this Agreement, for any reason, be declared invalid by a court of competent jurisdiction, the remaining portion shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

4. Governing Law

The validity, interpretation and performance of this Agreement shall be controlled and construed according to the internal laws of the State of Illinois.

5. Successors

This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

6. Entire Agreement, Modification or Amendment

This Agreement represents the entire and exclusive statement of the agreement of the parties and may be modified or amended only by a written statement signed by both parties. Such modification or amendment shall be attached to, and shall thereupon become a part of this Agreement.

7. Headings

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

8. Practice of Law

It is understood and agreed that RJLee will not perform, and the City will not request, performance of any services which may constitute the unauthorized practice of law.

9. Counterparts

This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

10. Subcontracting

RJLee will not subcontract any or all of the services required to be performed hereunder without the written consent of the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

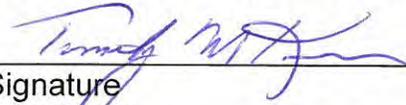
CITY OF MOLINE

Signature

Date

Title

RJLEE & ASSOCIATES, LLP



Signature
PARTNER

6/26/2012
Date

EXHIBIT A

We propose to provide annual consulting services for the period 2012-13 (8/1/2012-7/31/2013) year for \$20,000 and 2013-14 (8/1/2013-7/31/2014) year for \$21,000. This agreement will include one Request for Proposal on the Medical Plan, Flexible Benefits (Section 125) Plan, Dental Plan and Vision Plan for no additional fee. If more than one Request for Proposal is performed during the term of this agreement, a mutually agreed upon fee will be charged.