



# MOLINE CITY COUNCIL AGENDA

Tuesday, July 24, 2012

6:30 p.m.

(immediately following the Committee-of-the-Whole meeting)

City Hall

Council Chambers – 2<sup>nd</sup> Floor

619 16th Street

Moline, IL

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE

## ROLL CALL

## CONSENT AGENDA

All items under the consent agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a council member so requests, in which event the item will be removed from the consent agenda and considered as the first item after approval of the consent agenda.

COUNCIL MEMBER	PRESENT	ABSENT
Knaack		
Meredith		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

## APPROVAL OF MINUTES

Committee-of-the-Whole and Council meeting minutes of July 17, 2012.

## SECOND READING ORDINANCES

### 1. Council Bill/Special Ordinance 4025-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Crime Stoppers 5K Run scheduled for Saturday, August 4, 2012.

**EXPLANATION:** This is a yearly event.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

### 2. Council Bill/Special Ordinance 4026-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the 5th Avenue Cruise In scheduled for Saturday, August 4, 2012.

**EXPLANATION:** This is a yearly event.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

### 3. Council Bill/Special Ordinance 4027-2012

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Children's Wellness Fair scheduled for Saturday, August 4, 2012.

**EXPLANATION:** Salem Lutheran Church is holding a Children's Wellness Fair to promote wellness to children and their families.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**4. Council Bill/Special Ordinance 4028-2012**

A Special Ordinance closing certain streets more particularly described herein to vehicular traffic and authorizing the use of public right-of-way in conjunction with the Ericsson School Celebrate Education Parade scheduled for Friday, September 7, 2012.

**EXPLANATION:** This is a yearly event.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

**RESOLUTIONS**

**5. Council Bill/Resolution 1207-2012**

A Resolution authorizing the Chief of Police to accept a quote from RACOM Corporation, Marshalltown, Iowa, in the amount of \$12,025.65 for the purchase of receivers and associated equipment required to convert the existing VHF station for warning siren control and ISPERN IREACH to narrowband capable.

**EXPLANATION:** The Federal Communications Commission (FCC) has mandated that all public safety and industrial/business licensees migrate their VHF/UHF radio systems from wideband to narrowband channel bandwidth by January 1, 2013. This process has been completed for all licenses and equipment that is narrowband capable. However, the VHF receivers and transmitter currently used by the City of Moline for control of the emergency warning sirens and ISPERN/IREACH access are over 20 years old, not capable of narrowband, and must be replaced in order to achieve compliance. RACOM Corporation, the sole service and equipment provider for the radio system utilized by the City of Moline, has provided a quote to replace the receivers and related equipment in the amount of \$12,025.650. Of this amount, \$4,911.60 is for equipment shared by Moline and East Moline and will be paid from the Police 911 Centre budget; the remaining balance of \$7,114.05 will be paid from contingency funds.

**FISCAL IMPACT:** \$7,114.05 from General Fund Contingency; \$4,911.60 from Police 911 Centre budget.

**PUBLIC NOTICE/RECORDING:** N/A

**6. Council Bill/Resolution 1208-2012**

A Resolution declaring the following seized and forfeited vehicles as surplus property: 1998 Pontiac Grand Prix VIN# 1G2WP5211WF233050 and 2004 Oldsmobile Alero VIN# 1G3NL52E84C151496.

**EXPLANATION:** Illinois State Statute provides that law enforcement agencies may seize vehicles used during the attempt or commission of specific crimes and subsequently initiate forfeiture proceedings on those vehicles. The above listed vehicles have been forfeited to the police department, and staff is requesting that they be declared as surplus property and disposed of by the Finance Director through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

**FISCAL IMPACT:** Any proceeds after costs are for use by the seizing law enforcement agency.

**PUBLIC NOTICE/RECORDING:** N/A

**7. Council Bill/Resolution 1209-2012**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Friday, Saturday, September 8, 2012.

**EXPLANATION:** This event is being held as part of the community's East-West Riverfest week.

**PUBLIC NOTICE/RECORDING:** N/A

**8. Council Bill/Resolution 1210-2012**

A Resolution authorizing the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Moline High School Homecoming Parade, scheduled for Friday, October 15, 2010.

OMNIBUS VOTE		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

**EXPLANATION:** This is an annual event sponsored by Moline High School.

**PUBLIC NOTICE/RECORDING:** N/A

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**RESOLUTIONS**

**9. Council Bill/Resolution 1211-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Licensing Agreement with Bruning Sculpture, Inc. to install artwork on City owned property located at 1520 River Drive.

**EXPLANATION:** The City has been contacted by Quad City Arts regarding the installation of a sculpture on the Historic Block Courtyard at 1520 River Drive. Staff has concerns that this artwork will not fit with the overall design of the Historic Block Courtyard and the Downtown Historic District.

**FISCAL IMPACT:** No fiscal impact to the City.

**PUBLIC NOTICE/RECORDING REQUIRED:** N/A

1211-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

**10. Council Bill/Resolution 1212-2012**

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.

**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.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** N/A

1212-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

**11. Council Bill/Resolution 1213-2012**

A Resolution authorizing the Mayor and City Clerk to execute an agreement between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department.

**EXPLANATION:** Annual renewal of the agreement for assignment of two police officers at Moline Housing Authority property. 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 the City for a portion of the salary and benefit costs of the officers based on the assignment days.

**FISCAL IMPACT:** Reimbursement of \$101,779.

**PUBLIC NOTICE/RECORDING:** N/A

1213-2012		
Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

**12. Council Bill/Resolution 1214-2012**

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.

**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.

**FISCAL IMPACT:** Budgeted in the Health Fund

**PUBLIC NOTICE/RECORDING:** N/A

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

Members of the public are permitted to speak after first stating their name and address.

**EXECUTIVE SESSION**

1214-2012 Council Member	Aye	Nay
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Knaack		
Meredith		
Mayor Welvaert		

Council Bill/General Ordinance No.: 4025-2012

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Crime Stoppers 5K Run scheduled for Saturday, August 4, 2012.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, August 4, 2012, from 6:00 a.m. to 12:00 p.m.

All lanes of River Drive from the west side of 1<sup>st</sup> Street to the east side of 23<sup>rd</sup> Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/General Ordinance No.: 4026-2012  
Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and  
AUTHORIZING the use of public right-of-way in conjunction with the 5<sup>th</sup> Avenue Cruise In scheduled for Saturday, August 4, 2012.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Saturday, August 4, 2012, from 8:00 a.m. to 6:00 p.m.

All lanes of 23<sup>rd</sup> Street from the southernmost side of 4<sup>th</sup> Avenue to the northernmost side of 5<sup>th</sup> Avenue and 5<sup>th</sup> Avenue from the westernmost side of 23<sup>rd</sup> Street to the westernmost side of 24<sup>th</sup> Street.

It shall be an offense to use said roadway for vehicular purposes during such time specified herein.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



Council Bill/Ordinance No.: 4028-2012

Sponsor: \_\_\_\_\_

A SPECIAL ORDINANCE

CLOSING certain streets more particularly described herein to vehicular traffic; and

AUTHORIZING the use of public right-of-way in conjunction with the Ericsson School Celebrate Education Parade scheduled for Friday, September 7, 2012.

\_\_\_\_\_

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

**Section 1** – That this Council hereby authorizes and directs the Mayor, Director of Public Works and Police Chief to erect barricades and post temporary signs, if necessary, for the purpose of closing the following designated roadways to vehicular traffic during the specified times mentioned herein:

Friday, September 7, 2012 from 9:00 a.m. to 10:00 a.m.

All lanes of 4<sup>th</sup> Avenue from the easternmost side of 3<sup>rd</sup> Street to the westernmost side of 12<sup>th</sup> Street,  
All lanes of 4<sup>th</sup> Street from the northernmost side of 4<sup>th</sup> Avenue to the northernmost side of 5<sup>th</sup> Avenue.

It shall be an offense to use said roadways for vehicular purposes during the times herein specified.

**Section 2** – That this Council declares the intent of this ordinance to be a temporary variance from other ordinances that may be in conflict herewith and shall authorize the activities described hereinabove only during such times specified for the street closings and shall not constitute a repeal of other ordinances of the City of Moline which are in conflict herewith.

**Section 3** – That this ordinance shall be in full force and effect from and after passage, approval, and if required by law, publication in the manner provided for by law.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1207-2012

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Chief of Police to accept a quote from RACOM Corporation, Marshalltown, Iowa, in the amount of \$12,025.65 for the purchase of receivers and associated equipment required to convert the existing VHF station for warning siren control and ISPERN IREACH to narrowband capable.

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WHEREAS, the Federal Communications Commission (FCC) has mandated that all public safety and industrial/business licensees migrate their VHF/UHF radio systems from wideband to narrowband channel bandwidth by January 1, 2013, and

WHEREAS, the VHF receivers and transmitter currently used by the City of Moline for control of the emergency warning sirens and ISPERN/IREACH access are over 20 years old, not capable of narrowband, and must be replaced in order to achieve compliance; and

WHEREAS, RACOM Corporation, the service and equipment provider for the radio system utilized by the City of Moline, has provided a quote to replace the receivers and related equipment in the amount of \$12,025.65; and

WHEREAS, of that amount, \$4,911.60 is for equipment shared by Moline and East Moline and will be paid from the 911 Centre budget; and

WHEREAS, contingency funds will be utilized to pay the remaining cost of \$7,114.05; and

WHEREAS, the sole source purchase of the equipment from RACOM Corporation is recommended pursuant to Chapter 27, Sections 27-1102 and 27-3105, of the Moline Code of Ordinances.

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

That the Chief of Police is hereby authorized to accept a quote from RACOM

Corporation, Marshalltown, Iowa, in the amount of \$12,025.65 for the purchase of receivers and associated equipment required to convert the existing VHF station for warning siren control and ISPERN IREACH to narrowband capable; provided said quote is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

July 24, 2012  
\_\_\_\_\_  
Date

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



Council Bill/Resolution No. 1208-2012  
Sponsor: \_\_\_\_\_

A RESOLUTION

DECLARING the following seized and forfeited vehicle as surplus property:

1998 Pontiac Grand Prix VIN# 1G2WP5211WF233050  
2004 Oldsmobile Alero VIN# 1G3NL52E84C151496

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WHEREAS, the above-listed vehicles were seized during the attempt or commission of a crime and subsequently forfeited to the Moline Police Department pursuant to Illinois State Statute; and

WHEREAS, this Council finds and declares that the aforesaid vehicles are surplus property and not necessary or useful to or in the best interest of the City; and

WHEREAS, Sections 2-2234 and 2-2235 of the Moline Code of Ordinances authorize the sale of municipal property and said sections require that the City Council direct the Finance Director to dispose of such property.

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

That this Council finds and declares that the aforesaid vehicles are surplus property and authorizes the Finance Director to dispose of said property.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the disposal of said vehicles through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
July 24, 2012  
\_\_\_\_\_  
Date

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1209-2012

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed Moline High School Homecoming Parade, scheduled for Friday, September 14, 2012.

\_\_\_\_\_

WHEREAS, Moline High School is sponsoring a Parade in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of Avenue of the Cities from 36<sup>th</sup> Street to 16<sup>th</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to interrupt traffic flow on 19<sup>th</sup> Street adjacent to the Avenue of the Cities exits off of I-74 be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 1:30 p.m. and 3:00 p.m. on September 14, 2012.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Moline Homecoming Parade along Avenue of the Cities.

BE IT FURTHER RESOLVED that sections of 19<sup>th</sup> Street adjacent to the I-74 exit ramps at the Avenue of the Cities be intermittently interrupted.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 19<sup>th</sup> Street is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide a comprehensive general liability policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

July 24, 2012

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No.: 1210-2012

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to apply for a highway permit and execute the necessary forms for the proposed QCA Heritage Tractor Parade and Show, scheduled for Saturday, September 8, 2012.

\_\_\_\_\_  
WHEREAS, John Deere Pavilion is sponsoring a Tractor Parade and Show in the City of Moline which constitutes a public purpose; and

WHEREAS, this event will require the temporary closure of 4<sup>th</sup> Avenue (IL Route 92) from 12<sup>th</sup> Street to 19<sup>th</sup> Street; and

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

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

That permission to temporarily close 4<sup>th</sup> Avenue (IL Route 92) between 12<sup>th</sup> Street and 19<sup>th</sup> Street be requested of the Illinois Department of Transportation; and

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 9:30 a.m. and 11:30 a.m. on September 8, 2012.

BE IT FURTHER RESOLVED that this closure is for the public purpose of a Heritage Tractor Parade downtown Moline, IL.

BE IT FURTHER RESOLVED that sections of 4<sup>th</sup> Avenue (IL Route 92) between 12<sup>th</sup> Street and 19<sup>th</sup> Street be intermittently interrupted.

BE IT FURTHER RESOLVED that the City assumes full responsibility for the direction, protection and regulation of the traffic during the time 4<sup>th</sup> Avenue (IL Route 92) is closed.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall, at the expense of the City, be positioned at the end of the closed sections and at other points as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED that all debris shall be removed by the City of Moline prior to re-opening the State Highway.

BE IT FURTHER RESOLVED that such signs, flags, barricades, etc. shall be used by the City of Moline as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Moline.

BE IT FURTHER RESOLVED that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that the City of Moline hereby agrees to assume all liabilities and pay claims for any damage which shall be occasioned by the closing described above.

BE IT FURTHER RESOLVED that the City of Moline shall provide a comprehensive general liability policy or an additional insured endorsement in the amount of \$100,000.00 per person and \$500,000.00 aggregate which names the Illinois Department of Transportation and its officials, employees, and agents as insured and which protects them from all claims arising from the requested road closing.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Illinois Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

July 24, 2012

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

Council Bill/Resolution No. 1211-2012

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Licensing Agreement with Bruning Sculpture, Inc. to install artwork on City owned property located at 1520 River Drive.

\_\_\_\_\_

WHEREAS, Bruning Sculpture, Inc. wishes to install artwork on City owned property located at 1520 River Drive; and

WHEREAS, the placement of the artwork on the City owned property should not pose any hazards to motorists or pedestrians.

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

That the Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Moline, a Licensing Agreement with Bruning Sculpture, Inc. to install artwork on City owned property located at 1520 River Drive; provided said agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A," and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
July 24, 2012

Date

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

## Exhibit "A"

**LICENSEE:** Bruning Sculpture, Inc. – 1010 N. 13<sup>th</sup> Street, Omaha, NE 68102

### LICENSING AGREEMENT

**PARTIES:** The LICENSOR is the City of Moline, Illinois, a municipal corporation, hereinafter called the CITY.

The LICENSEE is Bruning Sculpture, Inc., 1010 N. 13<sup>th</sup> Street, Omaha, NE 68102, hereinafter called the LICENSEE.

**PREMISES:** To be placed on City-owned property located at 1520 River Drive, Moline, IL, as depicted in greater detail on the attached Exhibit B.

**USE:** LICENSEE shall be allowed only to: Install the artwork shown on Exhibit C on the premises.

**INTEREST ACQUIRED:** LICENSEE acquires only the right to: Install the artwork shown on Exhibit C on the premises.

The Licensing Agreement is not assignable without prior written approval of the CITY and the LICENSEE shall give the CITY at least twenty-one (21) days notice in writing of the intention to assign. If assignment is made without notice and approval, the CITY, in addition to any remedies for breach hereof, may hold the LICENSEE responsible for all things to be done, fees to be paid and documents to be filed under the terms hereof. No possessory, possessory, leasehold, ownership, or other property right or interest, except as specifically given herein, is conveyed to or acquired by the LICENSEE and the CITY and LICENSEE specifically disclaim any such acquisition or conveyance.

**TERM:** The first term of this Licensing Agreement is from July 17, 2012 to December 31, 2012. Succeeding years shall be from January 1 to December 31 and shall be automatically renewed, subject to LICENSEE'S submission of insurance certification and payment of fees. The CITY or the LICENSEE may terminate this Licensing Agreement by giving the other party 30 days written notice.

**FEE:** The annual usage charge is \$30.00.

**CONDITIONS:** LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. LICENSEE 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.

LICENSEE shall be the primary insured.

LICENSEE shall have the duty and responsibility to maintain the premises in a safe and neat condition, as determined by the CITY.

Upon termination of the Licensing Agreement, LICENSEE shall restore the premises to its condition prior to issuance of Licensing Agreement, or at City ' s sole and exclusive option, said property on the premises shall become the property of the CITY - at the CITY ' s option.

Construction on the premises shall be done under the direction of the CITY. The CITY and its authorized agents shall have the right to enter upon the premises for municipal purposes.

LICENSEE:

By: \_\_\_\_\_  
Licensee

Date: \_\_\_\_\_

CITY OF MOLINE, ILLINOIS:

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

# Exhibit B - Premises



1 inch = 25 feet

Exhibit C



Council Bill/Resolution No. 1212-2012

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

Council Bill/Resolution No. 1213-2012

Sponsor: \_\_\_\_\_

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute an agreement between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department.

WHEREAS, in 1994, the police department obtained a three-year federal grant to assign two police officers to work with the Moline Housing Authority; and

WHEREAS, since the expiration of the grant in 1997, the Moline Housing Authority and City have entered into an agreement each year to continue the program; and

WHEREAS, the proposed agreement provides, in part, for the Moline Housing Authority to reimburse a percentage of the current salary and benefits of the assigned officers based on the number of assignment days.

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

That the Mayor and City Clerk are hereby authorized to execute an agreement between the City of Moline and the Moline Housing Authority setting forth the terms for the shared assignment of two police officers at the Spring Brook Courts housing complex and the police department, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

July 24, 2012

\_\_\_\_\_  
Date

Passed: July 24, 2012

Approved: August 7, 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 1<sup>st</sup> 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 11<sup>th</sup> 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 11<sup>th</sup> Avenue A  
Moline, Illinois 61265

City: c/o Chief of Police  
City of Moline, Illinois  
Department of Police  
1640 6<sup>th</sup> 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

Council Bill/Resolution No.: 1214-2012

Sponsor: \_\_\_\_\_

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.

WHEREAS, a request for proposals was published, and R.J. Lee & Associates, LLP of Moline, Illinois provided the most advantageous proposal; and

WHEREAS, R.J. Lee & Associates, LLP currently provides health benefit consulting services; and

WHEREAS, the cost of services is \$20,000 for the first year and \$21,000 for the second year; and

WHEREAS, 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.

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

That the Mayor and City Clerk are hereby authorized to 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, provided said agreement is substantially similar in form and content to Exhibit A, attached hereto and incorporated herein by this reference thereto, and has been approved as to form by the City Attorney.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor

July 24, 2012

\_\_\_\_\_  
Date

Passed: July 24, 2012

Approved: August 7, 2012

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## **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.

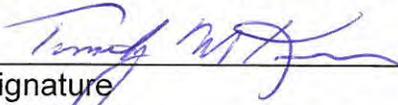
**CITY OF MOLINE**

\_\_\_\_\_  
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.