

Committee-of-the-Whole Agenda

6:30 p.m.

Tuesday, August 14, 2012

Recognition

Outstanding achievement by Gene Krismanits and Porter McNeil at the 2012 Marriott U.S. Masters Swimming Nationals. (Mayor Welvaert)

Proclamation

Request from the Quad Cities Convention & Visitors Bureau to proclaim September 7-16 2012, as “East West River Fest”

Presentation

- Annual Report for Fire Department (Kim Hankins, Interim Public Safety Director)

Questions on the Agenda

Agenda Items

1. **Request from Iowa Health System for a Licensing Agreement to install fiber-optic cable in right-of-way.** (Chris Mathias, Property Management Coordinator)
2. **Request from Raney Properties, LLC for a variance to the sidewalk installation requirements for property located at 3100 48th Avenue** (Chris Mathias, Property Management Coordinator)
3. **Cost Sharing Agreement with School District #40 for assignment of police liaison officers at the middle and high schools.** (Kim Hankins, Interim Public Safety Director)
4. **Other**

Explanation

1. Request from Iowa Health System for a Licensing Agreement to install fiber-optic cable in right-of-way. (Chris Mathias, Property Management Coordinator)

Explanation: Iowa Health System is requesting to enter into a licensing agreement to install fiber optic facilities in right-of-way. The underground boring of fiber optic cable would run from the existing fiber optic cable located near the intersection of 19th Avenue and 7th Street, then run north along the west side of 7th Street right-of-way, then run west on the south side of 19th Avenue right-of-way to 106 19th Avenue. Please see the attachments for more details.

Staff Recommendation: Approval
Fiscal Impact: \$560 application fee and \$30 annual fee to the City
Public Notice/Recording: N/A
Goal Impacted: Improved City Infrastructure and Facilities

2. Request from Raney Properties, LLC for a variance to the sidewalk installation requirements for property located at 3100 48th Avenue (Chris Mathias, Property Management Coordinator)

Explanation: The applicant has been running a mulching operation at 3100 48th Avenue and is now planning to construct a building on the property. The applicant has applied for a variance to waive the sidewalk requirement. The site fronts on two unimproved sealcoat roads, 48th Avenue and 31st Street. The Subdivision Code requires that sidewalks be installed along both frontages if a variance is not obtained. As can be seen from the attached map, there are no existing sidewalks anywhere near this property. The applicant states that there are topographic issues on the site, such as a ditch and trees which would make installation of a sidewalk difficult and costly. With a location on a substandard street, no connections, and no likelihood for future service, staff feels this application meets the policy criteria, and a sidewalk variance is justified.

Staff Recommendation: Approval
Fiscal Impact: None
Public Notice/Recording: N/A
Goals Impacted: Improved City Infrastructure & Facilities; Desirable Place to Live; Quality Neighborhoods

3. Cost Sharing Agreement with School District #40 for assignment of police liaison officers at Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School (Kim Hankins, Interim Public Safety Director)

Explanation: Reimbursement agreement with respect to the four police officers assigned to Moline School District #40 during the 2012-2013 school year. The school district will reimburse 45 percent of the salary and benefit costs for the officers assigned at Moline High School, the Alternative High School, and Wilson and John Deere Middle Schools.

Staff Recommendation: Approve.
Fiscal Impact: Reimbursement estimate: \$194,569.00
Public Notice/Recording: N/A
Goals Impacted: Desirable Place to Live & Financially Strong City

Exhibit "A"

LICENSEE: Iowa Health System – 1200 Pleasant Street, Des Moines, IA 50309

LICENSING AGREEMENT

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

The LICENSEE is Iowa Health System, 1200 Pleasant Street, Des Moines, IA, 50309, hereinafter called the LICENSEE.

PREMISES: Starting at the existing fiber optic cable located near the intersection of 19th Avenue and 7th Street, running north along the west side of 7th Street right-of-way, then running west on the south side of 19th Avenue right-of-way to 106 19th Avenue, as depicted on the attached Exhibit "1" to this agreement.

USE: LICENSEE shall be allowed only to: Install fiber optic cable underground in the premises.

INTEREST ACQUIRED: LICENSEE acquires only the right to: Install fiber optic cable underground in 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 August 28, 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 applications fee is \$560. 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: _____

Date: _____

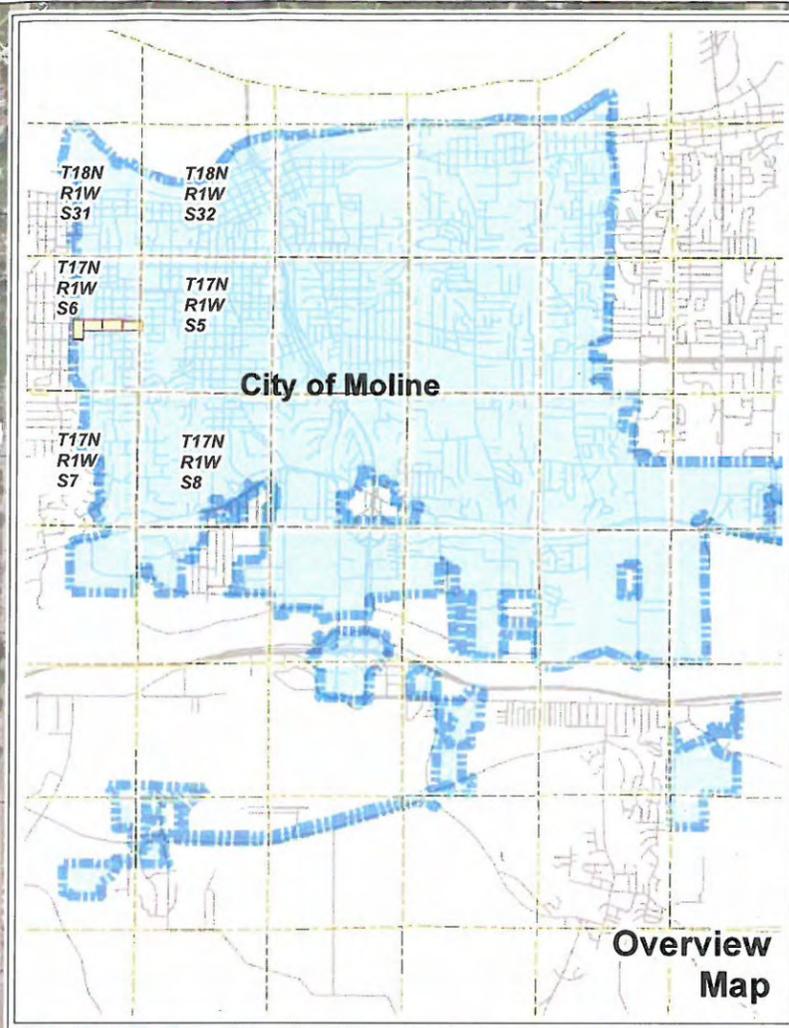
CITY OF MOLINE, ILLINOIS:

By: _____
Mayor

Attest: _____
City Clerk

Approved as to Form:

City Attorney



City Infrastructure	Poles	Features
Hydrant	Capacitor Pole	Overhead Guys
Handhole / Vault	Com Owned Pole	Handholes
Manhole	Telecom Pole	Culvert
Pole	Joint Pole	Station Marker
Storm Intake	Light Pole	OTR { Over-the-Road Clearance
Pedestal	Power Pole	UG_Tic
Traffic Signal Box	Steel Pole	Riser
Signal Pole	Transformer Pole	— ROW
Strand and Trench		Other Utilities
Aerial Slack Span	Storm / Sanitary	Gas
Aerial Tension Span	Electric	Telecom
Underground - 1 duct	Water	Fiber
Underground - 2 duct		
Existing duct		
Direct Bury		

**D
N
E
E
F
G
L**

NewComTechGIS
newcomtech.com
NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234

811
Know what's below.
Call before you dig.

IOWA HEALTH SYSTEM
1200 Pleasant Street
Des Moines, IA 50309

**Iowa Health System
Fiber Utilities Group
MOL001 - Rev. 1.0
Trinity Express Care
1906 19th Av. Ste. 103
Moline, IL**

Blank area for notes or additional information.

Sheet No.: OVERVIEW

1 inch = 500 feet
Print Date: Jul 06, 2012
Revision: 1.0

0 250 500 1,000 Feet



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234

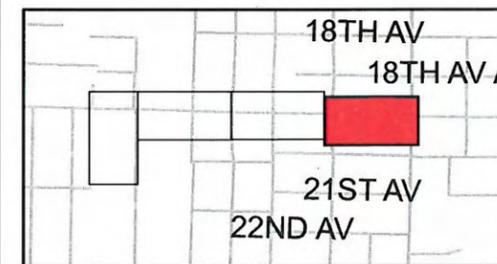


Know what's below.
Call before you dig.



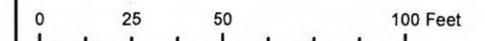
IOWA HEALTH
SYSTEM 1200 Pleasant Street
Des Moines, IA 50309

Iowa Health System
Fiber Utilities Group
MOL001 - Rev. 1.0
Trinity Express Care
1906 19th Av. Ste. 103
Moline, IL



Sheet No.: MOL001 - 1 of 4

1 inch = 50 feet
Print Date: Jul 06, 2012
Revision: 1.0





NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234

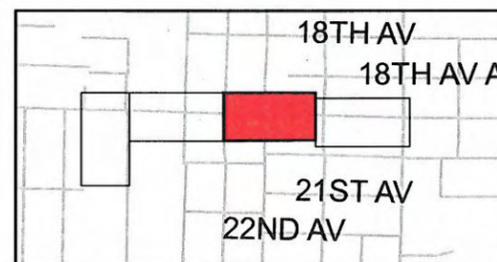


Know what's below.
Call before you dig.



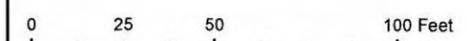
IOWA HEALTH
SYSTEM 1200 Pleasant Street
Des Moines, IA 50309

**Iowa Health System
Fiber Utilities Group
MOL001 - Rev. 1.0**
Trinity Express Care
1906 19th Av. Ste. 103
Moline, IL



Sheet No.: MOL001 - 2 of 4

1 inch = 50 feet
Print Date: Jul 06, 2012
Revision: 1.0



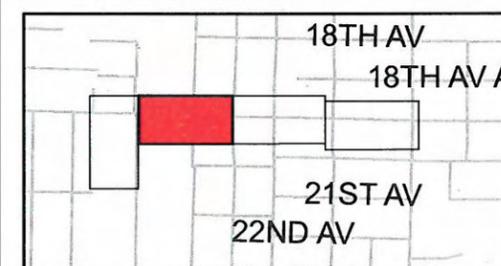


NewComTechGIS
 newcomtech.com
 NewCom Technologies, Inc.
 6000 Grand Avenue
 Des Moines, IA 50312
 800-626-6234



IOWA HEALTH SYSTEM
 1200 Pleasant Street
 Des Moines, IA 50309

**Iowa Health System
 Fiber Utilities Group
 MOL001 - Rev. 1.0
 Trinity Express Care
 1906 19th Av. Ste. 103
 Moline, IL**



Sheet No.: MOL001 - 3 of 4
 1 inch = 50 feet
 Print Date: Jul 06, 2012
 Revision: 1.0



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234



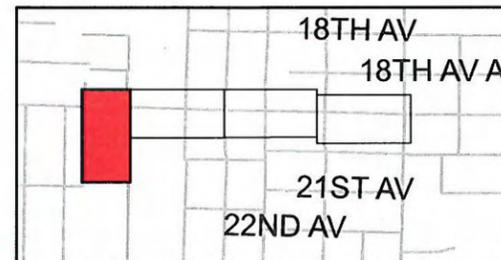
Know what's below.
Call before you dig.



IOWA HEALTH
SYSTEM 1200 Pleasant Street
Des Moines, IA 50309

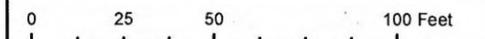
**Iowa Health System
Fiber Utilities Group
MOL001 - Rev. 1.0**

**Trinity Express Care
1906 19th Av. Ste. 103
Moline, IL**

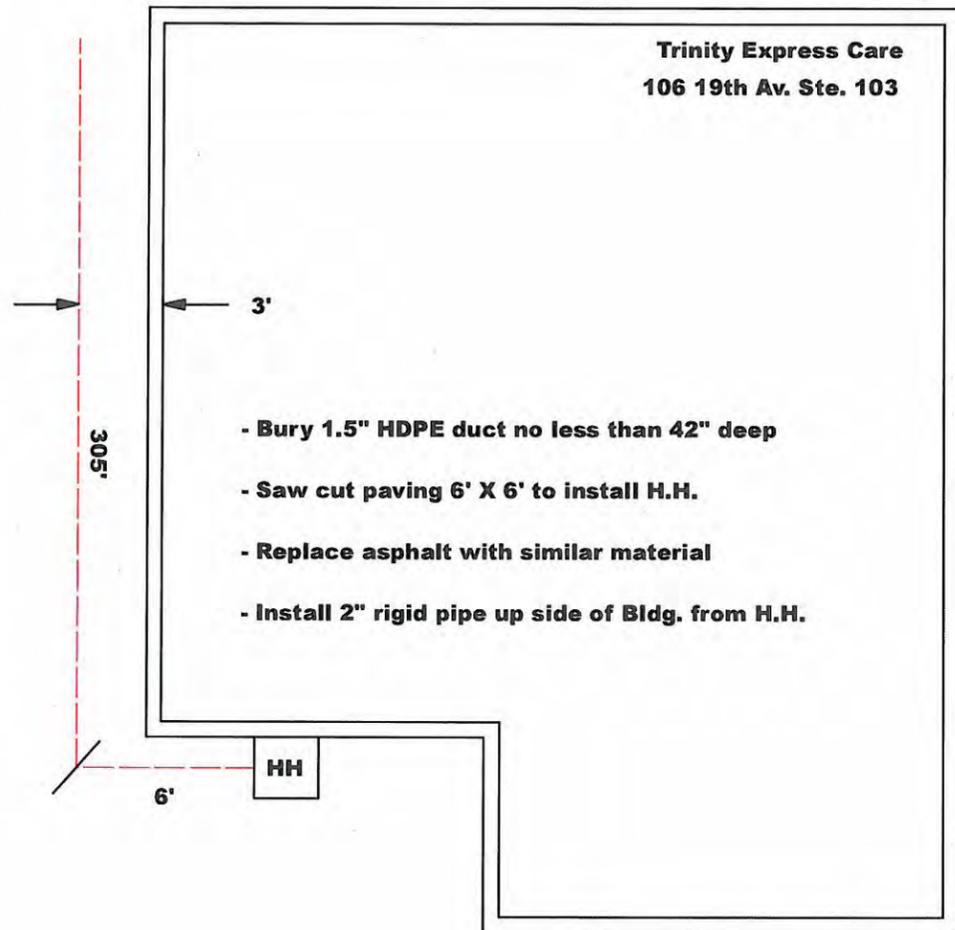


Sheet No.: MOL001 - 4 of 4

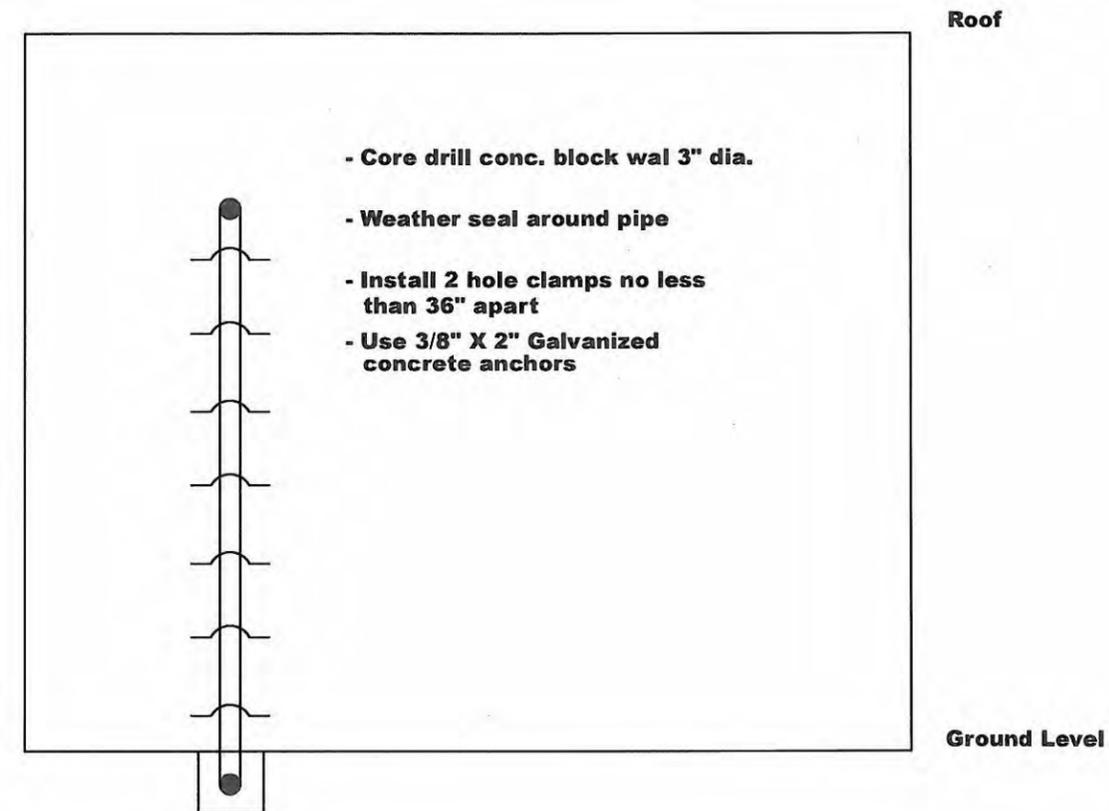
1 inch = 50 feet
Print Date: Jul 06, 2012
Revision: 1.0



Trinity Express Care
106 19th Av. Ste. 103



Top View S.W. corner of BLDG



Side View



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234



Know what's below.
Call before you dig.



IOWA HEALTH
SYSTEM 1200 Pleasant Street
Des Moines, IA 50309

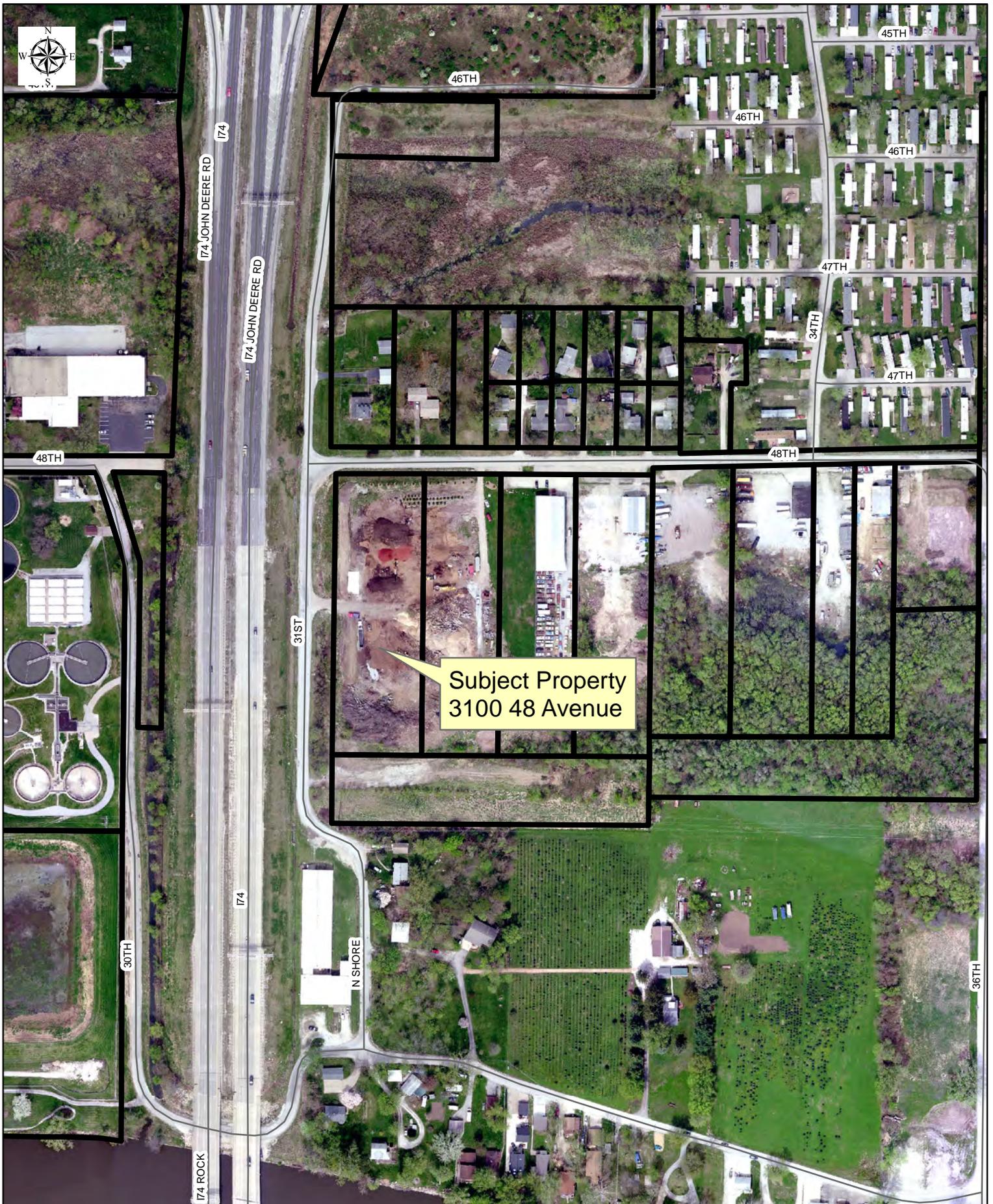
Iowa Health System
Fiber Utilities Group
MOL001 - Rev. 1.0
Trinity Express Care
1906 19th Av. Ste. 103
Moline, IL

Detail
Drawing

Sheet No.: MOL001 - 4A
Building Detail

Print Date: Jul 06, 2012
Revision: 1.0

Surrounding Neighborhood



1 inch = 250 feet

SCHOOL POLICE LIAISON OFFICERS

AGREEMENT

This Agreement made and entered into this _____ day of _____, 2012, by and between the CITY OF MOLINE, ILLINOIS, a municipal corporation, hereinafter referred to as "City", and, the BOARD OF EDUCATION OF MOLINE SCHOOL DISTRICT NO. 40, a body politic and corporate, hereinafter referred to as "School Board".

WITNESSETH:

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards have control of school property and are responsible for pupil and staff safety; and

WHEREAS, 105 ILCS 5/10-1 et seq., provides that school boards may contract for work for the district and may hire educational support personnel; and

WHEREAS, Art. VII, § 10, Ill. Const. provides that school districts and cities may contract to share any power not prohibited by law; and

WHEREAS, the City, with a population greater than 25,000, has plenary police powers pursuant to Art. VII, § 6(a), Ill. Const.; and

WHEREAS, both the School Board and the City believe that having police officers, properly trained in juvenile justice programs, assigned to and stationed at Moline High School, the Alternative High School, Wilson Middle School and John Deere Middle School will increase pupil and staff safety, further juvenile prevention programs, and will deter juvenile crime; and

WHEREAS, the City is willing to assign such officers to the schools only if the School Board participates in a cost sharing of the salary and benefit costs of such officers; and

WHEREAS, the School Board is willing to participate in such cost sharing only upon certain guarantees about approval of personnel, work of personnel, and delineation of duties;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow, the parties hereto agree as follows:

Article I. Purpose.

The purpose of this Agreement is for the City to agree to assign and station a police officer at each of the following four schools: Moline High School, Alternative High School, Wilson Middle School, and John Deere Middle School, and for the City to set forth with particularity said police officers' duties and chain of command and for the School Board to delineate its financial responsibilities for such assignment and for the School Board to establish its obligations in respect to supervision, provision of office space and equipment, and right of veto over personnel selection.

Furthermore, the purpose of this Agreement is to establish certain operational guidelines, termination rights, and division of liability.

Article II. Term.

The term of this Agreement is from August 1, 2012, to July 31, 2013.

Article III. Termination Rights.

3.1 Either party may terminate this Agreement for cause upon fifteen (15) days written notice delivered to the other party. "For cause" is defined for purposes herein as written notice of deficiency which deficiency is not corrected to the mutual satisfaction of both parties within fifteen (15) days after receipt of such notice.

3.2 Either party may terminate this Agreement without cause upon ninety (90) days written notice delivered to the other party.

3.3 Termination of this Agreement under either 3.1 or 3.2 shall not relieve either party of any obligation incurred up to and including the date of termination; and, if the School Board terminates under 3.2, it shall be responsible for payment of its share of the cost of the assigned officers as outlined in 5.3.

Article IV. City's Duties.

4.1 The City shall assign four Moline Police Officers to and station said officers at the aforesaid schools for all pupil attendance days between August 1, 2012 and July 31, 2013, and for five (5) workdays prior to the fall, 2012 start of classes (as staff orientation), if requested by the School Board. The City shall not be required to assign an alternate officer in the event of sickness of an officer, other than an extended illness, or when on paid leave status; however, the City reserves the right to assign an alternate on such days or other days.

4.2 Said assigned officers, and any alternate, shall be selected, supervised, and instructed to perform in accordance with the Job Description attached hereto and incorporated herein as Exhibit "A".

4.3 It is understood that the assigned officers may not continuously remain on school property. Court appearances, training and police emergencies may require assigned officers to be off school property. While the City will attempt to keep those incidents to a minimum, both parties acknowledge that such matters are not completely within the control of the City. In addition, the School Board understands that training of officers will benefit not only the City and the police department, but also the School Board.

4.4 The City shall authorize overtime not associated with school activities and pay for any overtime so authorized.

4.5 The City shall provide each of the assigned officers with a City owned vehicle. The

City shall be responsible for all costs associated with such vehicle use.

4.6 The City shall provide the School Board with quarterly statements for the School Board's share of the cost of the four assigned police officers for the period of this agreement in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

4.7 The City agrees to indemnify, defend, and hold harmless School Board for all claims under the Workers Compensation, Occupational Disease, or similar statutes for injury or illness resulting to the assigned employee from such assignment. In addition, the City agrees to indemnify, defend, and hold harmless School Board for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred off of school property even though said events involve said assigned officers. Such duty to indemnify, defend, and hold harmless School Board for events off school property does not extend, however, to events occurring outside the corporate limits of the City of Moline when the School Board seeks the assistance of the assigned officer outside said corporate limits - i.e. said assigned officer is requested to accompany school personnel to investigate a matter in Coal Valley or in unincorporated territory.

Article V. School Board Duties.

5.1 The School Board shall request four officers to be assigned at the aforesaid schools.

5.2 The School Board shall provide sufficient office space, furniture, office supplies, telephone, and secure filing cabinet for said assigned officers.

5.3 The School Board shall pay forty-five percent (45%) of the cost of the assigned officers including salary and benefits within thirty (30) days after receipt of a billing from the City. Billings will occur on a quarterly basis in accordance with the Statement of Cost attached hereto and incorporated herein as Exhibit "B."

5.4 Any time the School Board requests and authorizes overtime for an assigned officer, this shall be paid by the School Board at the assigned officer's overtime rate.

5.5 The School Board shall indemnify, defend, and hold harmless City for all claims, demands, damages, costs, expenses, suits, actions, or liability, whether at law or in equity, resulting to third parties if the events giving rise to same occurred on school property or if said events occurred off of school property and outside the corporate limits of the City and upon a request by School Board for assistance and if said events arise out of execution of this Agreement.

Article VI. Miscellaneous.

6.1 Both parties have certain duties to indemnify, defend, and hold harmless the other party under certain specified circumstances. Therefore, whenever a demand or suit is made or filed against the beneficiary of such duty, that party shall promptly notify in writing the burdened party of such demand or suit and such burdened party shall promptly notify the benefited party of the name of the individual assigned to handle and defend such demand or suit.

6.2 While the School Board reserves the right to make final approval of assigned officers and alternates and to demand the removal of any such officer approved, the City reserves the sole and exclusive right to discipline such personnel. The School Board shall report promptly, however, to the Chief of Police any infractions or deficiency in performance and may file charges with the Board of Fire and Police Commissioners against said personnel only after ten (10) days have expired from so reporting same to the Chief of Police.

6.3 Both parties agree that the assigned officers shall have no authority to act as a Juvenile Officer outside the corporate limits of the City unless specifically authorized by the City.

6.4 Both parties agree that, if an assigned officer is expected to perform a search or seizure of persons or property, said officer shall be bound by and shall follow established City policies and directives. Nothing herein shall prevent school personnel from acting under School Board policies and directives outside the presence of the assigned officer.

6.5 Should a dispute arise concerning the statement of costs, the School Board shall promptly pay the amounts not in dispute. The Chief of Police and Superintendent of Schools shall meet within ten (10) days to discuss the remaining amounts in dispute; and, if they are unable to resolve said dispute mutually within ten (10) days thereafter, the dispute shall be submitted to governing bodies of the parties.

6.6 Any change to this Agreement shall be in writing and approved by the governing bodies of both parties. The Chief of Police and the designated School Board representative may, however, approve non-substantive changes, i.e., matters not affecting the daily charge, the billing cycle, or the scope of authority, by reducing same to writing and executing same for the respective parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized agents to sign and seal, if any, these presents the day and year first above written.

MOLINE SCHOOL DISTRICT NO. 40

CITY OF MOLINE, ILLINOIS

By Connie McElyea
President

By _____
Mayor

Attest:

Attest:

Jan Krueger
Secretary

City Clerk

Approved as to Form:

Approved as to Form:

School Board Attorney

City Attorney

JOB DESCRIPTION
POLICE LIAISON OFFICER

Page 1 of 2

Job Title: Police Liaison Officer

Employment: The Police Liaison Officer is an officer of the Moline Police Department and an employee of the City of Moline on special assignment to Moline School District No. 40.

Employment Contract: The City of Moline and Moline School District No. 40 will enter into an annual agreement to purchase liaison officer services.

Qualifications/Selection: The training, experience and other qualifications of the Police Liaison Officer shall be established by the Chief of Police. When selecting an officer for this position, the Chief of Police shall nominate a slate of qualified candidates, and the school principal shall make the final selection.

Professional Standards: The Police Liaison Officer must conduct himself/herself in a professional manner and must maintain a high level of respect and integrity within the school community. As a Juvenile Officer, the Police Liaison Officer must maintain a caring attitude towards students and must remain sensitive to the problems of students and staff in the school environment.

Attire: When functioning as the Police Liaison Officer, the officer shall normally be dressed in plain clothes, except on those occasions when, in the judgment of school authorities, the standard police uniform would be more appropriate.

Reports to: The Police Liaison Officer is primarily a police officer and as such is at all times under the command of his designated police department superiors. However, during those hours in which the officer is assigned to the school, he/she shall report to the principal or his/her designee. When the officer is not functioning as the Police Liaison Officer, he/she will report to his/her designated supervisor at the Moline Police Department.

Duties: The position of Police Liaison Officer is a staff liaison position and is considered an integral part of the pupil personnel services of the school. Specifically, the position is a part of the school administration and in this relationship the officer's duties are under the authority and responsibility of the school principal.

The Police Liaison Officer shall not be responsible for the enforcement of school district policies, but shall assist the staff in said enforcement when requested to do so.

As a member of the school staff, the Police Liaison Officer:

1. Serves as the liaison between the school and the Moline Police Department, promotes the development of effective communication between the school and legal authorities, and coordinates the provision of police services to the school.

JOB DESCRIPTION
POLICE LIAISON OFFICER

2. Serves as a consultant to School District No. 40 in matters of crime prevention, law enforcement, community youth services and other related matters.
3. Pro-actively works with school personnel to prevent crime on school grounds, to protect students and staff, and to provide a safe and secure school environment. In this role the liaison officer patrols the school and grounds, supervises parking lots, monitors pedestrian and vehicular traffic on school grounds, and prevents loitering and trespassing on school property when requested to do so.
4. Conducts and/or coordinates the police investigation of incidents involving the school, its staff and students. The officer will also investigate other cases or perform other duties assigned by his designated police department supervisor.
5. As a Police Juvenile Officer, the Police Liaison Officer must develop and maintain a familiarity with community delinquency patterns, trouble spots, and other youth and community problems.
6. Confers with and assists deans, counselors, and other school staff concerning individuals, families and neighborhoods in the early identification of troubled, neglected or abused youths and delinquent behavior.
7. Participates in providing advice and guidance to students and parents and assists in referral to appropriate community services.
8. Assists school staff in the prevention of truancy, in processing truancy cases, and in making home visits when required.
9. Assists school staff in the supervision of extra-curricular school activities as requested.
10. Performs other duties as assigned by the school administration or by his/her designated police department supervisor.

**STATEMENT OF COST
MOLINE SCHOOL BOARD
POLICE LIAISON OFFICERS**

08/01/2012 - 07/31/2013

12-Month Period - Quarterly Billings (4)

LINE ITEM	AHS	JDMS	HS	WMS	TOTAL
Salary (Assigned Officers)	66,434	50,843	65,336	55,269	237,882
Police Retirement (56.9397%)	37,828	28,950	37,202	31,470	135,450
Health Coverage (\$1,129.48 fam/\$432.74 sgl/mo.)	13,554	13,554	0	13,554	40,662
Qualification Pay (\$25 or 30 month)	360	360	300	300	1,320
Life Insurance	0	20	0	20	40
Medicare (1.45% x base + qualification pay)	969	742	952	806	3,468
Worker's Compensation (base + qual. pay /100 x \$4.37)	2,919	2,238	2,868	2,428	10,453
Annual Training Center Fee	75	75	75	75	300
Clothing Allowance (Paid in June & December)	700	700	700	700	2,800
TOTAL 12-MONTH COST	122,838	97,483	107,433	104,622	432,376
SCHOOL BOARD SHARE (45%)	55,277	43,867	48,345	47,080	194,569

Quarterly Amount

\$48,642.25

Statement Dates

November 1, 2012

February 1, 2013

May 1, 2013

August 1, 2013

(Note: One officer does not carry City health coverage)