



# MOLINE CITY COUNCIL AGENDA

**Tuesday, October 16, 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**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**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		
Parker		
Raes		
Ronk		
Turner		
Schoonmaker		
Liddell		
Acri		
Mayor Welvaert		

**APPROVAL OF MINUTES**

Committee-of-the-Whole and Council meeting minutes of October 9, 2012 and September Financial Report.

**SECOND READING ORDINANCES**

**1. Council Bill/Special Ordinance 4048-2012**

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 Louie Bellson Drum Roll 5K Race scheduled for Saturday, October 20, 2012.

**EXPLANATION:** This is an annual event sponsored by the Louie Bellson Memorial Foundation to support music education in the Illinois Quad Cities.

**FISCAL IMPACT:** N/A

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

**2. Council Bill/Special Ordinance 4049-2012**

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 Moline Dad's Club Halloween Parade scheduled for Sunday, October 21, 2012.

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

**FISCAL IMPACT:** N/A

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

**3. Council Bill/Special Ordinance 4050-2012**

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 Lagomarcino's Cocoa Beano 5K scheduled for Saturday, October 27, 2012.

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

**FISCAL IMPACT:** N/A

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

**RESOLUTIONS**

**4. Council Bill/Resolution 1249-2012**

A Resolution authorizing the Mayor and City Clerk to execute a Consortium Agreement between Rock Island Economic Growth Corporation and the City of Moline for the purpose of submitting a proposal for funding as part of the National Mortgage Foreclosure Settlement and activities related thereto; and authorizing the Department of Planning and Development, upon the execution of an agreement between the City and Rock Island Economic Growth Corporation, to do all things necessary to fulfill the terms and obligations of said Consortium Agreement.

**EXPLANATION:** This item proposes that the City of Moline participate with Rock Island Economic Growth Corporation (Growth) and several other area municipalities and agencies in the Northwestern Illinois Housing Coalition (the Coalition). This is a continuation of the same group that successfully accessed over \$18 million in federal Neighborhood Stabilization Program II funds with Growth acting as the lead agency. Under this proposal, the Coalition intends to make application for funding to the National Mortgage Foreclosure Settlement with Growth again acting as the lead agency. Funding, if granted, would be used to pursue neighborhood stabilization and revitalization programs such as: abatement of lead-based paint hazards in residential structures, new home construction, neighborhood construction assistance and related redevelopment activities. The City of Moline would be requesting approximately \$3 million as part of this Coalition effort. If funding is awarded, staff will return to City Council with a program funding agreement.

**FISCAL IMPACT:** N/A

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

**5. Council Bill/Resolution 1250-2012**

A Resolution declaring the following seized and forfeited vehicle as surplus property: 2001 Dodge Caravan VIN# 2B8GP54L11R144199.

**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 vehicle has been forfeited to the police department, and staff is requesting that it 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

**6. Council Bill/Resolution 1251-2012**

A Resolution approving and accepting proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Labor Council Lodge 77, relating to wages, hours of work and certain other conditions of employment for the contract term January 1, 2012 - December 31, 2013; and authorizing the Mayor and City Clerk to execute an agreement incorporating said changes with the Fraternal Order of Police (FOP), Labor Council Lodge # 77, relating to wages, hours of work and certain other conditions of employment.

**EXPLANATION:** As a result of negotiations, the negotiators for the City of Moline and Fraternal Order of Police (FOP), Labor Council Lodge 77, have agreed to certain proposed changes to the immediately prior contract language as set forth on the attachment marked Exhibit "A". The negotiators for the City of Moline submit same for Council approval and acceptance and authority for the Mayor and City Clerk to sign a new Memorandum of Understanding for the contract term January 1, 2012 - December 31, 2013, incorporating the changes.

**FISCAL IMPACT:** Sufficient funding is available.

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

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

**OMNIBUS VOTE**

**ITEMS NOT ON CONSENT**

**FIRST READING ORDINANCES**

**7. Council Bill/Special Ordinance 4051-2012**

A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 1203 7<sup>th</sup> Avenue.

**EXPLANATION:** This ordinance will grant a variance to the sidewalk installation requirement for the 12<sup>th</sup> Street Place property frontage at this location. This is a Neighborhood Stabilization Program 2 (NSP2) property, owned by the City.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Record by Planning Department

**8. Council Bill/Special Ordinance 4052-2012**

A Special Ordinance granting a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 302 5<sup>th</sup> Avenue.

**EXPLANATION:** This ordinance will grant a variance to the sidewalk installation requirement for the 3<sup>rd</sup> Street property frontage at this location. This is a Neighborhood Stabilization Program 2 (NSP2) house constructed by the City.

**FISCAL IMPACT:** N/A

**PUBLIC NOTICE/RECORDING:** Record by Planning Department

**MISCELLANEOUS BUSINESS**

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

Council Bill/Ordinance No.: 4048-2012

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 Louie Bellson Drum Roll 5K Race scheduled for Saturday, October 20, 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, October 20, 2012, from 7:00 a.m. to 11:00 a.m.

Easternmost northbound lane of 34<sup>th</sup> Street from the entrance to Moline High School to the northernmost side of 26<sup>th</sup> Avenue

Northernmost westbound lane of 26<sup>th</sup> Avenue from the easternmost side of 34<sup>th</sup> Street to the easternmost side of 47<sup>th</sup> Street

All lanes of 47<sup>th</sup> Street from the southernmost side of 26<sup>th</sup> Avenue to the southernmost side of 28<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/Ordinance No.: 4049-2012

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 Moline Dad's Club Halloween Parade scheduled for Sunday, October 21, 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:

Sunday, October 21, 2012, from 1:45 p.m. to 3:30 p.m.

All lanes of Avenue of the Cities from 3600 Avenue of the Cities to the entrance of Wharton Field House.

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/Ordinance No.: 4050-2012

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 Lagomarcino's Cocoa Beano 5K scheduled for Saturday, October 27, 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, October 27, 2012, from 6:00 a.m. to 11:00 a.m.

All lanes of 5<sup>th</sup> Avenue from the westernmost side of 12<sup>th</sup> Street to the westernmost side of 19<sup>th</sup> Street  
All lanes of 19<sup>th</sup> Street from the southernmost side of 5<sup>th</sup> Avenue to the end of the cul de sac north of River Drive.  
All lanes of River Drive from the westernmost side of 19<sup>th</sup> Street to the easternmost side of 1<sup>st</sup> Street

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. 1249-2012

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

A RESOLUTION

AUTHORIZING the Mayor and City Clerk to execute a Consortium Agreement led by Rock Island Economic Growth Corporation, a subsidiary of Renaissance Rock Island, and the City of Moline for the purpose of submitting a proposal to the Illinois Attorney General for funding as part of the National Mortgage Foreclosure Settlement and activities related thereto; and

AUTHORIZING the Department of Planning and Development, upon the execution of an agreement between the City and Rock Island Economic Growth Corporation, to do all things necessary to fulfill the terms and obligations of said Consortium Agreement.

\_\_\_\_\_

WHEREAS, Rock Island Economic Growth (herein called the “Lead Member”) has proposed to apply to the Illinois Attorney General for funds from the National Mortgage Foreclosure Settlement; and

WHEREAS, the Lead Member wishes to engage the City of Moline (herein called the “Consortium Members”) to assist the Lead Member in using such funds as may be awarded in accordance with the Illinois Attorney General’s program requirements; and

WHEREAS, the Lead Member and the Consortium Member are part of the Northwestern Illinois Housing Coalition, which is a consortium that consists of the Lead Member, the Consortium Member, the City of Sterling, the City of East Moline, the City of Morrison, the City of Fulton, The ARC of the Quad Cities Area, and Project NOW.

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 a Consortium Agreement led by Rock Island Economic Growth Corporation, a subsidiary of Renaissance Rock Island, and the City of Moline for the purpose of submitting a proposal to the Illinois Attorney General for funding to the Illinois Attorney General as part of the National Mortgage Foreclosure Settlement and activities related thereto; provided that said agreement shall be substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit “A” and approved as to form by the City Attorney.

BE IT FURTHER RESOLVED that the Department of Planning and Development is hereby authorized, upon the execution of an agreement between the City and Rock Island Economic Growth Corporation, to do all things necessary to fulfill the terms and obligations of said Consortium Agreement.

CITY OF MOLINE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Passed: October 16, 2012

Approved: October 23, 2012

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

APPROVED AS TO FORM:

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

## CONSORTIUM AGREEMENT

### Northwestern Illinois Housing Coalition

The Northwestern Illinois Housing Coalition (the “Consortium”) is led by the Rock Island Economic Growth Corporation (GROWTH) as Lead Applicant to the State of Illinois Attorney General’s office as part of the National Mortgage Foreclosure Settlement (the “Settlement”). Consortium members intend to submit a proposal to the AG’s Office to use funds from the Settlement to strategically redevelop and revitalize communities that were hit hard by the foreclosure crisis (“Rebuilding Northwestern Illinois”). The Consortium has successfully worked together for the past two and a half (2 ½) years to use Neighborhood Stabilization Program 2 (“NSP2”) dollars to help stabilize and redevelop communities in Northwestern Illinois. Now, the Members are proposing to use funds from the Settlement to build on this successful work by acquiring and rehabbing more vacant and abandoned properties, demolition, housing preservation, reduction of lead-based paint hazards, developing more residential housing and commercial enterprises on vacant property, and providing housing counseling and homeownership preparation to families in the Consortium communities (the “Activities”), and to carry out these Activities in strategic locations in Northwestern Illinois by building on and expanding the impact of what has already been achieved with the NSP2 dollars. Coalition members include the City of Rock Island, the City of Moline, the City of East Moline, the City of Sterling, the City of Morrison and the City of Fulton, ARC and Project Now (the “Members”). As Members of the consortium participating in the Northwestern Housing Coalition, the parties agree to the following:

1. to cooperatively carry out the Activities listed above in the Member communities using funds from the Settlement and from other public and private sources all as described in the approved proposal to the AG’s Office (the “Proposal”);
2. to authorize Rock Island Economic Growth Corporation to act in a representative capacity for all Members of the Consortium and assume overall responsibility for ensuring that the Consortium’s Activities are carried out in compliance with all applicable requirements (including but not limited to requirements from the AG’s Office and any other public or private funders);
3. to execute individual consortium funding agreement;

4. the City of Rock Island shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;
5. the City of Moline shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;
6. the City of East Moline shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;
7. the City of Sterling shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;
8. the City of Morrison shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;
9. the City of Fulton shall assume responsibility for environmental review, decision-making, and action for proposed projects within its jurisdiction in accordance with the requirements;

Each party confirms their participation in the Settlement program by signature to this Consortium Agreement, as attached on the following signature pages.

#### CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE

Northwestern Illinois Housing Coalition

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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Brian Hollenback  
President, Renaissance Rock Island

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Attorney Generals Settlement

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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Dennis Pauley  
Mayor, City of Rock Island

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Housing Coalition.

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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Donald Welvaert  
Mayor, City of Moline

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Housing Coalition

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

John Thodos  
Mayor, City of East Moline

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Housing Coalition

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Charles "Skip" Lee  
Mayor, City of Sterling

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Housing Coalition

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Larry Drey  
Mayor, City of Morrison

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Housing Coalition

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Larry Russell  
Mayor, City of Fulton

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Attorney Generals Settlement

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Kyle Rick  
Executive Director, The Arc of the Quad Cities Area

CONSORTIUM AGREEMENT - PARTNER SIGNATURE PAGE  
Northwestern Illinois Attorney Generals Settlement

By signing the agreement below, I acknowledge our organization's participation as a Consortium Member in the Northwestern Illinois Housing Coalition's Rebuilding Northwestern Illinois initiative.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

---

Mo Hart  
Executive Director, Project NOW

Council Bill/Resolution No. 1250-2012  
Sponsor: \_\_\_\_\_

A RESOLUTION

DECLARING the following seized and forfeited vehicle as surplus property:

2001 Dodge Caravan VIN# 2B8GP54L11R144199  
\_\_\_\_\_

WHEREAS, the above-listed vehicle was 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 vehicle is 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 vehicle is 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 vehicle through the legal disposal process that is most advantageous to the City, whether sealed bid, auction, negotiation, or otherwise.

CITY OF MOLINE, ILLINOIS

\_\_\_\_\_  
Mayor  
October 16, 2012  
\_\_\_\_\_  
Date

Passed: October 16, 2012

Approved: October 23, 2012

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

Approved as to form:

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

Council Bill/ Resolution No. 1251-2012

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

A RESOLUTION

AUTHORIZING the City Council to approve and accept proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012-December 31, 2013; and

AUTHORIZING the Mayor and City Clerk to execute an agreement incorporating said changes with the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment.

\_\_\_\_\_

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

That the City Council does hereby approve and accept the proposed changes to prior contract language as agreed to by and between the negotiators for the City of Moline and the Fraternal Order of Police (FOP), Lodge #77, for the contract term January 1, 2012-December 31, 2013, provided said changes are substantially similar in content to that attached hereto and incorporated herein by this reference as Exhibit "A"; and

That the Mayor and City Clerk are hereby authorized to execute an agreement with the Fraternal Order of Police (FOP), Lodge #77, relating to wages, hours of work and certain other conditions of employment, for the contract term January 1, 2012-December 31, 2013, provided said Lodge #77 has previously ratified said agreement and provided said agreement is substantially similar in form and content to the contract language of the prior agreement between the parties, but subject to the changes negotiated by the parties, which changes are attached hereto and incorporated herein by this reference thereto as Exhibit "A" and approved as to form by the City Attorney.

CITY OF MOLINE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
October 16, 2012  
Date

Passed: October 16, 2012

Approved: October 23, 2012

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

APPROVED AS TO FORM:

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

**EXHIBIT A**

Tentatively Agreed Changes

Between

The City of Moline, Illinois

And

The Illinois Fraternal Order of Police  
Labor Council Lodge #77

Effective for the Contract Period

of

January 1, 2012 - December 31, 2013

The Memorandum of Understanding, dated January 1, ~~2012~~ ~~2009~~, between the City of Moline, Illinois, and the Illinois Fraternal Order of Police Labor Council representing Moline F.O.P. Lodge #77, hereinafter referred to as the council, is as follows:

**A. COMPENSATION**

1. Base rates for the commissioned members of the police department, other than the chief and captains, shall be set forth on Exhibit A, which rates include a ~~0.00%~~ ~~2.75%~~ across-the-board general wage increase effective the first full pay period beginning on or after January 1, ~~2012~~ ~~2009~~. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.
  
2. On the first full pay period beginning on or after January 1, ~~2013~~ ~~2010~~, there shall be added to the base rates and incorporated into the said base rates, a ~~1.75%~~ ~~2.65%~~ across-the-board general wage increase effective the first full pay period beginning on or after January 1, ~~2013~~ ~~2010~~. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.

~~On the first full pay period beginning on or after January 1, 2011, there shall be added to the base rates and incorporated into the said base rates, a 2.65% across-the-board general wage increase effective the first full pay period beginning on or after January 1, 2011. Retroactive pay, if any, shall only apply to those employed as of the date of execution of the new agreement including those who retired during the retroactive period.~~

\* \* \* \*

6. Platoon Differential.
  - a. Platoon Hours Defined. A normal workday is divided into three (3) platoons as follows:
    1. First Platoon: ~~7:00 A.M. to 3:35 P.M.~~ **6:00 A.M. to 2:35 P.M.**
    2. Second Platoon: ~~3:00 P.M. to 11:35 P.M.~~ **2:00 P.M. to 10:35 P.M.**
    3. Third Platoon: ~~11:00 P.M. to 7:35 A.M.~~ **10:00 P.M. to 6:35 A.M.**

**The City may establish a "Late Beat" for each platoon assigned as follows:**

- 1. First Platoon: 7:00 A.M. to 3:35 P.M.**
- 2. Second Platoon: 3:00 P.M. to 11:35 P.M.**
- 3. Third Platoon: 11:00 P.M. to 7:35 A.M.**

\* \* \* \*

**B. SPECIAL DUTY PAY**

\* \* \* \*

3. Fire Arms Proficiency Payment. Each officer shall be required to qualify upon ~~a the~~ firing range **with his/her duty pistol** by satisfactorily taking the firearms proficiency examination at **three (3) two (2)** month intervals. A qualification score or above is required to remain on paid or active status. A score of Marksman or Sharpshooter entitles an officer to receive, in addition to any regular pay, \$20.00 per month; a score of Expert entitles an officer to an additional \$5.00 per month; and a score of Distinguished Expert entitles an officer to an additional \$5.00 per month. Said payment shall not become a part of the officer's regular pay, shall not be used in computing C.O.L.A. and shall be subject to performance upon the officer's next proficiency test. Payments are to be made on the second payroll of the month.

\* \* \* \*

**C. HEALTH INSURANCE**

1. Health Insurance Program. A health insurance, prescription drug, dental benefit and vision benefit program (hereinafter referred to as health insurance program), as described in Exhibit B, shall be offered to permanent full-time employees. The employee shall pay **20% 19%** of the total monthly premium and the Employer shall pay **80% 81%** of the total monthly premium in **2012 and 2013 2009**. ~~The employee shall pay 20% of the total monthly premium and the Employer shall pay 80% of the total monthly premium in 2010 and 2011.~~ The changes in premium cost sharing and overall premium shall be effective and retroactive to January 1, **2013 2010**; employees will not be required to pay any increased insurance premium cost sharing or overall premium increases for fiscal year **2012 2009**. Refer to Exhibit B for premium and benefit changes and premium increases. Should the employee health insurance fund become insolvent at any time during the term of this contract, then and upon mutual agreement of both parties, this article may be opened for additional negotiations. In the event of impasse, the dispute shall be resolved in accordance with the impasse procedures of Section 14 of the Illinois Public Labor Relations Act.

\* \* \* \*

4. Continuation of Coverage after Retirement. The City will pay the Employer's share of the health insurance premiums of the City of Moline's group health insurance program for retired employees aged 55 to 65 (police and fire, aged 50 to 65) and for those employees who are on a disability pension at any age. Employees retiring as deferred pensioners as defined in 215 ILCS 5/367g may participate, along with dependents, in the City's health insurance program, but completely at their own cost until the month in which the employee attains the age of fifty (50) years, at which time the City will pay for the employee's participation in accordance with the schedule of rates herein. However, the City shall not pay the health insurance premium for those retired who are eligible to be covered by another health insurance program due to subsequent employment. Furthermore, the City shall require the retired or disabled employee to file a statement annually indicating that they are not eligible through employment with

another employer to be covered by another health insurance program. If a retiree once eligible becomes ineligible to be covered by another health insurance program or leaves **their** employment, that retiree shall be allowed coverage under the City's group health insurance program, but at **the then bargained-for rate for said retiree's coverage type and age category** ~~their cost~~.

However, any coverage under said group health insurance shall be such that Medicare shall be the primary coverage.

Any employee who retired before April 1, 1988, had the right to choose the following coverage options under the health insurance program:

- a. Medical and prescription drug coverage
- b. Medical, prescription drug, dental and vision coverage

However, the retired employee and all of the retired employee's dependents must have the same coverage. The rates for said coverage and the respective contributors are shown on Exhibit "B".

The City and the union agree that any employee having retired prior to April 1, 1988, shall be allowed to continue with the coverage options elected prior to April 1, 1988, unless said coverage terminates and is then reinstated as provided in this subparagraph 4., in which case the employee will be treated as if he had retired on or after April 1, 1988.

Retired employees, for purposes of this article, include only those having eight (8) years of service or more at the time of retirement.

Retiree insurance premiums shall be subject to be increased at the same time insurance premiums under this agreement are increased for active employees and their dependents, provided that such increases shall not be greater than the percentage of any increased cost for current employees for single coverage and current employees for dependent coverage.

\* \* \* \*

**H. SENIORITY**

\* \* \* \*

- 3. Probationary Period. All newly hired officers shall serve ~~a twelve (12)~~ **an eighteen (18)** month probationary period from their date of hire. **However, if the newly hired officer is already an Illinois certified law enforcement officer, his/her probationary period shall serve a twelve (12) month probationary period from their date of hire.** Probationary officers will receive all contractual benefits not specifically restricted from them during their probationary period. The lay-off, discipline or termination of a probationary officer shall not be subject to the grievance and arbitration provisions of this Agreement. Upon completion of the probationary period, officers will be given seniority back to their date of hire, subject to the provisions above.

\* \* \* \*

**I. VACATION**

\* \* \* \*

6. If an officer's first choice would reduce staffing below the minimum and require hire back for no more than **two (2) days one (1) day** of the consecutive five (5) day request within the defined work week, the vacation will be approved. The special consideration will apply only to the officer's first choice.

\* \* \* \*

**11. Accrued vacation leave may be used in increments of one (1) hour or more.**

\* \* \* \*

**J. HOLIDAYS**

Holidays for commissioned members of the police department, other than the chief and the captains, shall be as follows:

1. Holidays to be observed with pay in **2012 2009** are as follows:

	<del>Five Two/Five Three</del>	<del>Five Two &amp; Flex</del>
<del>New Year's Day</del>	<del>01/01/09 Thursday</del>	<del>01/01/09 Thursday</del>
<del>Presidents' Day</del>	<del>02/16/09 Monday</del>	<del>02/16/09 Monday</del>
<del>Spring Holiday</del>	<del>04/10/09 Friday</del>	<del>04/10/09 Friday</del>
<del>Memorial Day</del>	<del>05/25/09 Monday</del>	<del>05/25/09 Monday</del>
<del>Independence Day</del>	<del>07/04/09 Saturday</del>	<del>07/03/09 Friday</del>
<del>Labor Day</del>	<del>09/07/09 Monday</del>	<del>09/07/09 Monday</del>
<del>Veterans Day</del>	<del>11/11/09 Wednesday</del>	<del>11/11/09 Wednesday</del>
<del>Thanksgiving Day</del>	<del>11/26/09 Thursday</del>	<del>11/26/09 Thursday</del>
<del>Day after Thanksgiving</del>	<del>11/27/09 Friday</del>	<del>11/27/09 Friday</del>
<del>Day before Christmas</del>	<del>12/24/09 Thursday</del>	<del>12/24/09 Thursday</del>
<del>Christmas Day</del>	<del>12/25/09 Friday</del>	<del>12/25/09 Friday</del>
<del>Last Day of the Year</del>	<del>12/31/09 Thursday</del>	<del>12/31/09 Thursday</del>

	<b>Five-Two/Five-Three</b>	<b>Five-Two &amp; Flex</b>
<b>New Year's Day</b>	<b>01/01/12 Sunday</b>	<b>01/02/12 Monday</b>
<b>Presidents' Day</b>	<b>02/20/12 Monday</b>	<b>02/20/12 Monday</b>
<b>Spring Holiday</b>	<b>04/06/12 Friday</b>	<b>04/06/12 Friday</b>
<b>Memorial Day</b>	<b>05/28/12 Monday</b>	<b>05/28/12 Monday</b>
<b>Independence Day</b>	<b>07/04/12 Wednesday</b>	<b>07/04/12 Wednesday</b>
<b>Labor Day</b>	<b>09/03/12 Monday</b>	<b>09/03/12 Monday</b>

<b>Veterans Day</b>	<b>11/11/12 Sunday</b>	<b>11/12/12 Monday</b>
<b>Thanksgiving Day</b>	<b>11/22/12 Thursday</b>	<b>11/22/12 Thursday</b>
<b>Day after Thanksgiving</b>	<b>11/23/12 Friday</b>	<b>11/23/12 Friday</b>
<b>Day before Christmas</b>	<b>12/24/12 Monday</b>	<b>12/24/12 Monday</b>
<b>Christmas Day</b>	<b>12/25/12 Tuesday</b>	<b>12/25/12 Tuesday</b>
<b>Last Day of the Year</b>	<b>12/31/12 Monday</b>	<b>12/31/12 Monday</b>

Holidays to be observed with pay in ~~2013~~ 2010 are as follows:

	<del>Five-Two/Five-Three</del>	<del>Five-Two &amp; Flex</del>
<del>New Year's Day</del>	<del>01/01/10 Friday</del>	<del>01/01/10 Friday</del>
<del>Presidents' Day</del>	<del>02/15/10 Monday</del>	<del>02/15/10 Monday</del>
<del>Spring Holiday</del>	<del>04/02/10 Friday</del>	<del>04/02/10 Friday</del>
<del>Memorial Day</del>	<del>05/31/10 Monday</del>	<del>05/31/10 Monday</del>
<del>Independence Day</del>	<del>07/04/10 Sunday</del>	<del>07/05/10 Monday</del>
<del>Labor Day</del>	<del>09/06/10 Monday</del>	<del>09/06/10 Monday</del>
<del>Veterans Day</del>	<del>11/11/10 Thursday</del>	<del>11/11/10 Thursday</del>
<del>Thanksgiving Day</del>	<del>11/25/10 Thursday</del>	<del>11/25/10 Thursday</del>
<del>Day after Thanksgiving</del>	<del>11/26/10 Friday</del>	<del>11/26/10 Friday</del>
<del>Day before Christmas</del>	<del>12/24/10 Friday</del>	<del>12/24/10 Friday</del>
<del>Christmas Day</del>	<del>12/25/10 Saturday</del>	<del>12/27/10 Monday</del>
<del>Last Day of the Year</del>	<del>12/31/10 Friday</del>	<del>12/31/10 Friday</del>

	<u>Five-Two/Five-Three</u>	<u>Five-Two &amp; Flex</u>
<b>New Year's Day</b>	<b>01/01/13 Tuesday</b>	<b>01/01/13 Tuesday</b>
<b>Presidents' Day</b>	<b>02/18/13 Monday</b>	<b>02/18/13 Monday</b>
<b>Spring Holiday</b>	<b>03/29/13 Friday</b>	<b>03/29/13 Friday</b>
<b>Memorial Day</b>	<b>05/27/13 Monday</b>	<b>05/27/13 Monday</b>
<b>Independence Day</b>	<b>07/04/13 Thursday</b>	<b>07/04/13 Thursday</b>
<b>Labor Day</b>	<b>09/02/13 Monday</b>	<b>09/02/13 Monday</b>
<b>Veterans Day</b>	<b>11/11/13 Monday</b>	<b>11/11/13 Monday</b>
<b>Thanksgiving Day</b>	<b>11/28/13 Thursday</b>	<b>11/28/13 Thursday</b>
<b>Day after Thanksgiving</b>	<b>11/29/13 Friday</b>	<b>11/29/13 Friday</b>
<b>Day before Christmas</b>	<b>12/24/13 Tuesday</b>	<b>12/24/13 Tuesday</b>
<b>Christmas Day</b>	<b>12/25/13 Wednesday</b>	<b>12/25/13 Wednesday</b>
<b>Last Day of the Year</b>	<b>12/31/13 Tuesday</b>	<b>12/31/13 Tuesday</b>

Holidays to be observed with pay in ~~2011~~ are as follows:

	<del>Five-Two/Five-Three</del>	<del>Five-Two &amp; Flex</del>
<del>New Year's Day</del>	<del>01/01/11 Saturday</del>	<del>01/03/11 Monday</del>
<del>Presidents' Day</del>	<del>02/21/11 Monday</del>	<del>02/21/11 Monday</del>
<del>Spring Holiday</del>	<del>04/22/11 Friday</del>	<del>04/22/11 Friday</del>
<del>Memorial Day</del>	<del>05/30/11 Monday</del>	<del>05/30/11 Monday</del>
<del>Independence Day</del>	<del>07/04/11 Monday</del>	<del>07/04/11 Monday</del>
<del>Labor Day</del>	<del>09/05/11 Monday</del>	<del>09/05/11 Monday</del>



remain at that stage, the council shall have the right and opportunity to present its comments and recommendations to the respective City Council committee and then to the full City Council prior to any vote taken by such bodies. However, any change affecting a provision set forth hereinabove (the Memorandum) shall not be implemented without the prior written agreement of the council.

During the term of this Memorandum of Understanding, neither the executive department nor the City Council or any of its committees will introduce legislation proposing any change in the jurisdiction or powers of the Board of Fire and Police Commissioners as presently in effect under state statutes or City ordinance; provided, however, that the prohibition contained in ~~the~~ **this** paragraph shall only apply to powers ~~of~~ **or** jurisdiction pertaining to employees covered by the terms of this Agreement.

**The City may introduce suggested changes as to matters that do not affect employees covered by the terms of this Agreement without discussing with the council. The Board of Fire and Police Commissioners may adopt and implement suggested changes without the approval of the council.**

\* \* \* \*

**R. GRIEVANCE**

Grievances for commissioned members of the police department, other than the chief or the captains, shall be processed and considered as follows:

1. Grievance Defined. The term “grievance” means any disagreement between the council and the City involving the interpretation, application or alleged violation of an express provision of the Memorandum or Division 3 of Chapter 26 of the *Moline Code of Ordinances* or Chapter 24 of the *Moline Code of Ordinances*, hereinafter referred to as a “contract grievance”; or any disagreement, other than a contract grievance, over conditions which are in whole or in part subject to the control of the police chief and which involve safety or health hazard, unfair or discriminatory supervision, shift assignments and unjust treatment by fellow officers, hereinafter referred to as “non-contract grievances”; however a grievance shall not include management rights, matters entrusted to the Board of Fire and Police Commissioners by Sections 2-4400 to 2-4406 of the *Moline Code of Ordinances*, retirement, general wage increases, residency requirements, the type of equipment other than uniforms, issued or used, manning, total number of employees employed by the department, mutual aid and assistance agreements to other units of government and the criterion pursuant to which force including deadly force, can be used. However, nothing herein shall preclude an arbitrator’s decision based upon the arbitrator’s finding that equipment, manning levels or policies involving a serious risk to the safety of a police officer beyond that which is inherent in the normal performance of police duties.

**Except for disputes or differences of opinion relating to unpaid suspensions greater than five (5) days or discharge for just cause, discipline shall be in accordance with the rules and regulations of the Board of Fire and Police Commissioners of the City of Moline and shall not be subject to the grievance procedure. Upon review of discipline imposed by**

**the chief of police up to and including a five (5) day unpaid suspension, the Board of Fire and Police Commissioners of the City of Moline shall not impose greater than a 5 day unpaid suspension. Unpaid suspensions greater than five (5) days or discharge shall be for just cause and may be subject to the grievance and arbitration provisions of Section R at the discretion of the union and involved employee. Grievances concerning discharge and unpaid suspensions greater than five (5) days shall be filed at Step 3 of the grievance procedure within fifteen (15) calendar days after the employee is notified of discharge or suspension. The City and the union agree the grievance and arbitration procedures in Section R and the hearing process by the Board of Fire and Police Commissioners of the City of Moline are mutually exclusive and no relief shall be available under the grievance processing and arbitration procedures for any action heard before the Board of Fire and Police Commissioners of the City of Moline. The City and the union agree that the pursuit of a grievance shall act as a specific waiver by the union and the involved employee of the right to challenge the same matter before the Board of Fire and Police Commissioners of the City of Moline and a form containing such a waiver shall be executed by the union and the involved employee before arbitration may be invoked under arbitration procedures of Section R. Employees initially seeking review by the Board of Fire and Police Commissioners of the City of Moline who subsequently elect to file a grievance within the appropriate time limit may only do so prior to any hearing before the Board of Fire and Police Commissioners of the City of Moline. Employees filing a grievance shall immediately withdraw their requests and waive any and all rights to additional hearing(s) before the Board of Fire and Police Commissioners of the City of Moline.**

**Discipline and discharge shall be determined and imposed by the chief of police subject to the union's right to appeal as provided in this Section R.**

\* \* \* \*

**V. TERM**

The Memorandum of Understanding shall be effective January 1, ~~2012~~ ~~2009~~, and shall remain in full force and effect until December 31, ~~2013~~ ~~2014~~. No provision of this Memorandum of Understanding is retroactive unless expressly made so hereinabove. It shall be automatically renewed from year to year thereafter, unless terminated or modified as hereinafter provided. Should either party desire to modify or terminate this Memorandum of Understanding, said party must notify the other party, in writing, at least five (5) months before the termination date set forth above. The parties shall commence negotiations within thirty (30) days thereafter.

If either party desires to terminate this Memorandum of Understanding at any time after December 31, ~~2013~~ ~~2014~~, said party shall provide the other party written notice at least ten (10) days prior to the termination date.

\* \* \* \*

**FOP Pay Plan**  
Effective January 1, 2012  
0.00% G.W.I.

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
14	A	45,731.09	70,612.88
(P14)	H	21.9861	33.9485
18	A	55,586.13	84,582.16
(P18)	H	26.7241	40.6645
20	A	61,284.08	93,251.18
(P20)	H	29.4635	44.8323

**FOP Pay Plan**  
Effective January 13, 2013  
1.75% G.W.I.

<b>Grade</b>		<b>Minimum</b>	<b>Maximum</b>
14	A	46,531.47	71,848.61
(P14)	H	22.3709	34.5426
18	A	56,558.94	86,062.29
(P18)	H	27.1918	41.3761
20	A	62,356.53	94,883.15
(P20)	H	29.9791	45.6169

\*

\*

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## **EXHIBIT B**

Page 1 of 2

### **HEALTH BENEFIT PLAN**

The City shall maintain its present health benefit plan for employees and dependents during the term of the agreement. The actual plan documents, as amended, shall be the basis of any final interpretation of the health benefit plan.

Employees shall have the option to elect not to be covered under the City's health insurance program provided they give written notice two (2) weeks prior to the first payroll period of a month.

Effective January 1, 2003:

- The City will provide coverage in compliance with HB3406 and the Illinois Insurance Code.
- The City will bill any member who fails to report a change of status on a dependent within 31 days for all medical and administrative expense incurred by that dependent after they are no longer eligible for coverage.
- Viagra will be excluded as a covered drug under the plan.
- Mandatory generic prescriptions will be required. However, the member can pay the difference in cost if a name brand is desired.
- Needles and syringes will be subject to generic co-pay rather than no co-pay.
- Mandatory \$100 co-pay for all emergency room visits, to be waived if member is admitted.
- Out-of-pocket maximums in the Choice plan will be increased to \$1500/3000.
- The point-of-service percentage will be increased to 40% (from 25%) if a member refers him or herself to an out-of-network doctor rather than getting a referral from their in-network doctor.
- Maintenance drugs will be allowed to be purchased in 30 or 90-day amounts. The 90-day amount will be subject to 2 co-pays rather than 3.
- Retirees living out of the area will be required to choose a doctor from a national network affiliated with the City's health care provider.
- Prescription co-pays will no longer be applied to the maximum out-of-pocket amounts.
- Premiums:

**EXHIBIT B**

Page 2 of 2

**HEALTH BENEFIT PLAN**

Effective January 1, ~~2012~~ 2009:

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 01/01/12</b>
<b>Single - Active</b>	<b>\$424.26</b>	<b>\$106.06</b>	<b>\$530.32</b>
<b>Family - Active</b>	<b>\$1,107.34</b>	<b>\$276.83</b>	<b>\$1,384.17</b>
<b>R &lt;65 &gt;50</b>	<b>\$424.26</b>	<b>\$106.06</b>	<b>\$530.32</b>
<b>R &gt;65</b>	<b>\$0.00</b>	<b>\$276.82</b>	<b>\$276.82</b>
<b>R &lt;50</b>	<b>\$0.00</b>	<b>\$530.32</b>	<b>\$530.32</b>
<b>R &lt;65 &gt;50 &amp; D &lt;65</b>	<b>\$424.26</b>	<b>\$959.91</b>	<b>\$1,384.17</b>
<b>R &lt;50 &amp; D &lt;65</b>	<b>\$0.00</b>	<b>\$1,384.17</b>	<b>\$1,384.17</b>
<b>R &lt;65 &gt;50 &amp; D &gt;65</b>	<b>424.26</b>	<b>\$382.90</b>	<b>\$807.16</b>
<b>R &gt;65 &amp; D &lt;65</b>	<b>\$0.00</b>	<b>\$1,130.65</b>	<b>\$1,130.65</b>
<b>R &amp; D &gt;65</b>	<b>\$0.00</b>	<b>\$553.67</b>	<b>\$553.67</b>

Effective January 1, ~~2013~~ 2010:

<b>Coverage Type</b>	<b>New Rate City</b>	<b>New Rate Employee/Retiree</b>	<b>New Rate Total 1/1/13</b>
<b>Single - Active</b>	<b>\$428.50</b>	<b>\$107.12</b>	<b>\$535.62</b>
<b>Family - Active</b>	<b>\$1,118.41</b>	<b>\$279.60</b>	<b>\$1,398.01</b>
<b>R &lt;65 &gt;50</b>	<b>\$428.50</b>	<b>\$107.12</b>	<b>\$535.62</b>
<b>R &gt;65</b>	<b>\$0.00</b>	<b>\$279.59</b>	<b>\$279.59</b>
<b>R &lt;50</b>	<b>\$0.00</b>	<b>\$535.62</b>	<b>\$535.62</b>
<b>R &lt;65 &gt;50 &amp; D &lt;65</b>	<b>\$428.50</b>	<b>\$969.51</b>	<b>\$1,398.01</b>
<b>R &lt;50 &amp; D &lt;65</b>	<b>\$0.00</b>	<b>\$1,398.01</b>	<b>\$1,398.01</b>
<b>R &lt;65 &gt;50 &amp; D &gt;65</b>	<b>\$428.50</b>	<b>\$386.73</b>	<b>\$815.23</b>
<b>R &gt;65 &amp; D &lt;65</b>	<b>\$0.00</b>	<b>\$1,141.96</b>	<b>\$1,141.96</b>
<b>R &amp; D &gt;65</b>	<b>\$0.00</b>	<b>\$559.21</b>	<b>\$559.21</b>

\* \* \* \*

A side letter which states as follows: The Rules and Regulations of the Board of Fire and Police Commissioners shall be modified to conform to Section R of the labor agreement, and any hearing before the Board of Fire and Police Commissioners of the City of Moline shall be de novo.

\* \* \* \*

A side letter will be drafted to reflect the elimination of the agility test from the promotional process for police sergeants and lieutenants, subject to approval by the Board of Fire and Police Commissioners. Below are the proposed language changes to the Board's Rules and Regulations.

## CHAPTER IV - PROMOTIONS - POLICE

### Section 3. TYPES OF EXAMINATIONS

(a) Promotion to the Rank of Sergeant

Promotion to the rank of Sergeant will consist of a ~~physical agility test~~, written examination, review panel, and oral interview.

~~1. The physical agility examination will be a bona fide, valid, and job related physical agility test in accordance with the current Illinois Local Governmental Officers Training Board mandates, graded on the basis of pass or fail. Only candidates who have passed the physical agility test will be permitted to participate in the written examination.~~

**2 1.** The written examination shall be a valid, job related examination as adopted by the Board. Applicants not receiving a score of at least seventy percent (70%) on the exam shall have failed.

**3 2.** The review panel will consist of three department captains, and will review the applicant's personnel file, past three (3) evaluations, and resume, if submitted. The review panel will review the applicant's abilities, accomplishments, and potential. The assessment will be based on the resume, information contained in the applicant's personnel file, and the past (3) three evaluations.

**4 3.** Oral interviews will be the next phase of testing for those applicants receiving a score of seventy percent (70%) or more on the written examination. The interview panel that shall interview the candidates shall be comprised of at least two (2) commissioners, one (1) lieutenant, and the Chief of Police; the Chief of Police shall select the lieutenant. A member of the Management Services Office will also participate as a non-rating member and will act as moderator and coordinator.

The final promotional score will be determined as follows:

<u>Examination</u>	<u>Grade</u>
<del>Physical Agility</del>	<del>Pass/Fail</del>
Written Examination	30% (weight) x (raw score / total available x 100)
Review Panel	35% (weight) x (raw score / total available x 100)
Oral Interview	30% (weight) x (raw score / total available x 100)

Seniority (raw score = 10 points for each year up to 10 years of service)      5% (weight) x (raw score / total available x 100)

(b) Promotion to the Rank of Lieutenant

Promotion to the rank of Lieutenant will consist of a written examination, assessment center, review panel, **and** oral interview, ~~and physical agility.~~

1. The written examination shall be a valid, job related examination as adopted by the Board. Applicants not receiving a score of at least seventy percent (70%) on the exam shall have failed.

2. The assessment center may consist of at least three (3) and up to five (5) individuals trained in the assessment center technique to conduct the assessment center of the Lieutenant applicants. These individuals may be selected from area departments, other area emergency service agencies, or other local agencies or community groups, or other providers of assessment centers. No more than one (1) assessor from any one department will participate in the assessment process.

3. The review panel will consist of three department captains, and will review the applicant's personnel file, past five (5) evaluations, and resume, if submitted. The review panel will review the applicant's abilities, accomplishments, and potential. The assessment will be based on the resume, information contained in the applicant's personnel file, and the past (5) five evaluations.

4. Oral interview is the next phase of testing. The interview panel shall consist of at least two (2) commissioners, one (1) captain or command personnel of equivalent rank from an outside police agency, and the Chief of Police. A member of the Management Services Office will also participate in the interview process as a non-rating member and will act as moderator and coordinator.

The final promotional score will be determined as follows:

<u>Examination</u>	<u>Grade</u>
<del>Physical agility</del>	<del>Pass/Fail</del>
Written Examination	30% (weight) x (raw score / total available x 100)
Assessment Center	30% (weight) x (raw score / total available x 100)
Review Panel	30% (weight) x (raw score / total available x 100)
Oral Interview	10% (weight) x (raw score / total available x 100)

(Raw score based on 100 maximum)

Council Bill No./Special Ordinance No. 4051-2012

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

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 1203 7<sup>th</sup> Avenue.

WHEREAS, the owner of the property addressed as 1203 7<sup>th</sup> Avenue has requested a variance from installing sidewalk along its 12<sup>th</sup> Street Place frontage; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, the City Council has identified a physical hardship on the above-mentioned property, more particularly a substantial slope which would require a challenging and costly retaining wall, and has also determined this is a dead-end street and a sidewalk placed at this location would serve this lot alone and no others.

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

**Section 1** - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on October 9, 2012, that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 1203 7<sup>th</sup> Avenue to delay installation of sidewalk along its 12<sup>th</sup> Street Place frontage until such time that it is deemed necessary by the City to place sidewalk at this location.

Lot 1, Block L, Moline Water Power Co's Addition to Moline, Rock Island County, Illinois.

**Section 2** – That sidewalks shall be installed in accordance with City standards along the entire 7<sup>th</sup> Avenue frontage and the entire 12<sup>th</sup> Street frontage at such time that this property is developed.

**Section 3** - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

**Section 4** - That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution and shall therefore take precedence over any conflicting State Statutes or rules.

**Section 5** - 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 No./Special Ordinance No. 4052-2012

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

A SPECIAL ORDINANCE

GRANTING a variance to Section 28-3200(a) of the Moline Code of Ordinances to delay installation of a sidewalk for property located at 302 5<sup>th</sup> Avenue.

\_\_\_\_\_

WHEREAS, the owner of the property addressed as 302 5<sup>th</sup> Avenue has requested a variance from installing sidewalk along the property's 3<sup>rd</sup> Street frontage; and

WHEREAS, City standards require sidewalk installation along all streets at the time a lot is developed; and

WHEREAS, the City Council has identified physical hardships on the above-mentioned property, including a severe slope on the adjoining property and a lack of state right-of-way to install an ADA-accessible ramp at the street corner.

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

**Section 1** - That this Council hereby finds and declares upon the recommendation of its Committee-of-the-Whole on October 9, 2012, that it is in the best interest of the City of Moline, Illinois, to grant a variance to Sec. 28-3200(a) of the Moline Code of Ordinances for the following described territory to allow the owner of 302 5<sup>th</sup> Avenue to delay installation of sidewalk along its 3<sup>rd</sup> Street frontage until such time that adjacent lots develop and/or it is deemed necessary by the City to place sidewalk at this location.

Outlot 1, Outlots to Alday's Second Addition to East Rock Island (now the City of Moline), Rock Island County, Illinois.

**Section 2** - That this ordinance shall not constitute a repeal of any or all ordinances or resolutions in conflict herewith but shall be construed as a one-time variance with regard to such conflicting ordinances or resolutions.

**Section 3** - That this ordinance is an exercise of the City's home rule powers granted to it by virtue of Article VII, Section 6 of the 1970 Illinois Constitution and shall therefore take precedence over any conflicting State Statutes or rules.

**Section 4** - 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

# **City of Moline**

September 2012  
Financial Report

**CITY OF MOLINE**  
**SUMMARY OF REVENUE AND EXPENDITURES**  
**AS OF 09/30/12**

	BUDGET	YTD ACTUAL	VARIANCE
<b>GENERAL FUND</b>			
Revenues	\$40,477,720	\$31,020,984	\$9,456,736
Expenditures	\$40,477,720	\$28,370,620	\$12,107,100
Difference	\$0	\$2,650,364	
<b>GENERAL TRUST FUND</b>			
Revenues	\$400,000	\$352,698	\$47,302
Expenditures	\$400,000	\$140,696	\$259,304
Difference	\$0	\$212,002	
<b>SMALL RENTAL PROPERTY</b>			
Revenues	\$168,025	\$237,375	(\$69,350)
Expenditures	\$168,025	\$147,982	\$20,043
Difference	\$0	\$89,393	
<b>SFOOR GRANT</b>			
Revenues	\$136,060	\$196,383	(\$60,323)
Expenditures	\$136,060	\$144,608	(\$8,548)
Difference	\$0	\$51,776	
<b>TOURISM FUND</b>			
Revenues	\$1,007,660	\$640,832	\$366,828
Expenditures	\$1,007,660	\$304,818	\$702,842
Difference	\$0	\$336,014	
<b>2009 LEAD HAZARD GRANT</b>			
Revenues	\$200,375	\$583,645	(\$383,270)
Expenditures	\$200,375	\$209,184	(\$8,809)
Difference	\$0	\$374,460	
<b>NSP2 GRANT</b>			
Revenues	\$1,264,000	\$2,328,621	(\$1,064,621)
Expenditures	\$1,264,000	\$501,139	\$762,861
Difference	\$0	\$1,827,482	
<b>LIBRARY FUND</b>			
Revenues	\$2,991,090	\$2,282,664	\$708,426
Expenditures	\$2,991,090	\$2,046,849	\$944,241
Difference	\$0	\$235,816	
<b>PARK FUND</b>			
Revenues	\$4,005,665	\$3,090,554	\$915,111
Expenditures	\$4,005,665	\$2,390,928	\$1,614,737
Difference	\$0	\$699,626	
<b>MOTOR FUEL TAX FUND</b>			
Revenues	\$3,520,270	\$993,979	\$2,526,291
Expenditures	\$3,520,270	\$1,148,897	\$2,371,373
Difference	\$0	(\$154,918)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>COMMUNITY DEVELOPMENT</b>			
Revenues	\$773,245	\$265,379	\$507,866
Expenditures	\$773,245	\$639,565	\$133,680
Difference	\$0	(\$374,186)	
<b>REVOLVING LOAN FUND</b>			
Revenues	\$192,000	\$82,324	\$109,676
Expenditures	\$192,000	\$0	\$192,000
Difference	\$0	\$82,324	
<b>TAX INCREMENTAL FINANCING #1</b>			
Revenues	\$4,379,690	\$3,636,285	\$743,405
Expenditures	\$4,379,690	\$868,670	\$3,511,020
Difference	\$0	\$2,767,615	
<b>TAX INCREMENTAL FINANCING #2</b>			
Revenues	\$288,840	\$2,890,193	(\$2,601,353)
Expenditures	\$288,840	\$2,173,233	(\$1,884,393)
Difference	\$0	\$716,960	
<b>TAX INCREMENTAL FINANCING #3</b>			
Revenues	\$51,115	\$53,629	(\$2,514)
Expenditures	\$51,115	\$49,943	\$1,172
Difference	\$0	\$3,686	
<b>TAX INCREMENTAL FINANCING #4</b>			
Revenues	\$150,000	\$281,910	(\$131,910)
Expenditures	\$150,000	\$832,027	(\$682,027)
Difference	\$0	(\$550,117)	
<b>HOMEBUYER GRANT</b>			
Revenues	\$354,010	\$60,000	\$294,010
Expenditures	\$354,010	\$66,727	\$287,283
Difference	\$0	(\$6,727)	
<b>TIF #5 KONE CENTRE</b>			
Revenues	\$32,110	\$204	\$31,906
Expenditures	\$32,110	\$0	\$32,110
Difference	\$0	\$204	
<b>TIF #7 BUSINESS PARK</b>			
Revenues	\$17,305	\$4,035	\$13,270
Expenditures	\$17,305	\$60,939	(\$43,634)
Difference	\$0	(\$56,904)	
<b>TIF #9 Route 150</b>			
Revenues	\$0	\$2	(\$2)
Expenditures	\$0	\$24,124	(\$24,124)
Difference	\$0	(\$24,122)	
<b>TIF #10 Health Park</b>			
Revenues	\$0	\$0	\$0
Expenditures	\$0	\$18,490	(\$18,490)
Difference	\$0	(\$18,490)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>SPECIAL SERVICE AREA #5</b>			
Revenues	\$119,470	\$116,345	\$3,125
Expenditures	\$119,470	\$60,919	\$58,551
Difference	\$0	\$55,426	
<b>SPECIAL SERVICE AREA #6</b>			
Revenues	\$238,615	\$177,990	\$60,625
Expenditures	\$238,615	\$270,147	(\$31,532)
Difference	\$0	(\$92,158)	
<b>WATER FUND</b>			
Revenues	\$10,407,790	\$5,991,995	\$4,415,795
Expenditures	\$10,407,790	\$5,347,893	\$5,059,897
Difference	\$0	\$644,102	
<b>WPC FUND</b>			
Revenues	\$7,974,170	\$5,985,911	\$1,988,260
Expenditures	\$7,974,170	\$3,422,136	\$4,552,034
Difference	\$0	\$2,563,774	
<b>STORMWATER UTILITY</b>			
Revenues	\$1,080,170	\$748,211	\$331,959
Expenditures	\$1,080,170	\$547,156	\$533,014
Difference	\$0	\$201,055	
<b>FIRE PENSION</b>			
Revenues	\$4,137,325	\$1,792,972	\$8,811
Expenditures	\$4,137,325	\$3,194,578	\$942,747
Difference	\$0	(\$1,401,606)	
<b>REHER ART GALLERY</b>			
Revenues	\$28,815	\$13,766	\$15,049
Expenditures	\$28,815	\$10,138	\$18,677
Difference	\$0	\$3,628	
<b>PERPETUAL CARE FUND</b>			
Revenues	\$14,100	\$11,088	\$83,516
Expenditures	\$14,100	\$0	\$14,100
Difference	\$0	\$11,088	
<b>PARK/CEMETERY GIFTS</b>			
Revenues	\$12,250	\$9,908	\$2,342
Expenditures	\$12,250	\$22,985	(\$10,735)
Difference	\$0	(\$13,077)	
<b>FOREIGN FIRE INS TAX</b>			
Revenues	\$31,700	\$0	\$31,700
Expenditures	\$31,700	\$49,948	(\$18,248)
Difference	\$0	(\$49,948)	
<b>POLICE PENSION</b>			
Revenues	\$4,182,950	\$1,958,686	\$2,224,264
Expenditures	\$4,182,950	\$2,342,605	\$1,840,345
Difference	\$0	(\$383,919)	

	BUDGET	YTD ACTUAL	VARIANCE
<b>LIBRARY TRUST</b>			
Revenues	\$62,200	\$54,917	\$7,283
Expenditures	\$62,200	\$69,578	(\$7,378)
Difference	\$0	(\$14,662)	
<b>HEALTH BENEFIT FUND</b>			
Revenues	\$7,453,815	\$4,480,460	\$2,973,355
Expenditures	\$7,453,815	\$4,849,874	\$2,603,941
Difference	\$0	(\$369,414)	
<b>OPEB RETIREMENT FUND</b>			
Revenues	\$0	\$500,700	(\$500,700)
Expenditures	\$0	\$0	\$0
Difference	\$0	\$500,700	
<b>INFORMATION TECHNOLOGY</b>			
Revenues	\$1,140,660	\$699,908	\$440,752
Expenditures	\$1,140,660	\$774,739	\$365,921
Difference	\$0	(\$74,831)	
<b>LIABILITY FUND</b>			
Revenues	\$3,205,320	\$1,880,629	\$1,324,691
Expenditures	\$3,205,320	\$1,433,736	\$1,771,584
Difference	\$0	\$446,893	
<b>FLEET SERVICES</b>			
Revenues	\$4,257,570	\$3,111,184	\$1,146,386
Expenditures	\$4,257,570	\$2,036,523	\$2,221,047
Difference	\$0	\$1,074,661	
<b>SANITATION FUND</b>			
Revenues	\$2,284,600	\$1,982,432	\$302,168
Expenditures	\$2,284,600	\$1,604,836	\$679,764
Difference	\$0	\$377,596	
<b>DEBT. SERVICE FUND</b>			
Revenues	\$7,122,730	\$4,423,865	\$2,698,865
Expenditures	\$7,122,730	\$4,959,564	\$2,163,166
Difference	\$0	(\$535,699)	
<b>2007 ESCROW ACCOUNT</b>			
Revenues	\$0	\$315,013	(\$315,013)
Expenditures	\$0	\$315,000	(\$315,000)
Difference	\$0	\$13	
<b>CAPITAL IMPROVEMENT FUND</b>			
Revenues	\$7,512,000	\$5,230,208	\$2,281,792
Expenditures	\$7,512,000	\$4,337,016	\$3,174,984
Difference	\$0	\$893,192	
<b>* TOTALS</b>			
Revenues	\$121,678,430	\$88,504,072	\$33,174,358
Expenditures	\$121,678,430	\$76,200,904	\$45,477,526
Difference	\$0	\$12,303,167	

**City of Moline  
Major Revenue Projection  
Summary Sheet  
as of September 30, 2012**

Revenues	Year to Date Receipts	Projections	Current Budget	Budget Variance	Prior Year Actual	% Change Cur Proj/ Prior Yr	Last Month's Projection	% Change Proj This Month/ Last Month
Property Tax	\$11,085,770	<b>\$14,684,000</b>	\$14,684,000	<b>\$0</b>	\$14,323,438	2.52%	\$14,684,000	0.00%
State Sales Tax	\$7,233,141	<b>\$9,620,000</b>	\$9,720,000	<b>(\$100,000)</b>	\$9,155,388	6.17%	\$9,620,000	0.00%
Water User Fees	\$5,457,374	<b>\$7,203,650</b>	\$7,203,650	<b>\$0</b>	\$6,536,186	10.21%	\$7,203,650	0.00%
Home Rule Sales Tax	\$6,840,520	<b>\$8,220,000</b>	\$8,220,000	<b>\$0</b>	\$8,159,401	0.74%	\$8,220,000	0.00%
Sewer User Fees	\$5,144,746	<b>\$7,017,810</b>	\$6,882,400	<b>\$135,410</b>	\$5,953,357	15.61%	\$7,017,810	0.00%
Income Tax	\$2,960,107	<b>\$3,750,000</b>	\$3,280,800	<b>\$469,200</b>	\$3,423,885	-4.18%	\$3,669,800	2.19%
Telecommunication Tax	\$1,475,964	<b>\$1,875,000</b>	\$1,800,000	<b>\$75,000</b>	\$1,799,668	0.02%	\$1,850,000	1.35%
Corporate Replacement Tax	\$1,708,570	<b>\$2,229,265</b>	\$2,129,265	<b>\$100,000</b>	\$2,151,879	-1.05%	\$2,229,265	0.00%
Utility Taxes	\$2,187,289	<b>\$3,000,000</b>	\$3,350,000	<b>(\$350,000)</b>	\$1,872,666	0.00%	\$3,000,000	0.00%
Prepared Food/Liquor Tax	\$1,517,852	<b>\$1,975,000</b>	\$1,850,000	<b>\$125,000</b>	\$1,919,513	-3.62%	\$1,950,000	1.28%
<b>Total</b>	<b>\$45,611,333</b>	<b>\$59,574,725</b>	<b>\$59,120,115</b>	<b>\$454,610</b>	<b>\$55,295,381</b>	6.92%	<b>\$59,444,525</b>	0.22%

NOTE: State of Illinois is three months behind in remitting Income Tax payments.  
 Food & Beverage Tax increased from 1% to 1.5% as of 1/1/10  
 Home Rule Sales Tax increased from 1% to 1.25% as of 1/1/10  
 Utility Tax increased from 3% to 5% as of 1/1/12