

# Committee-of-the-Whole Minutes

Tuesday, April 2, 2019

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- PRESENT:** Mayor Stephanie Acri (*Chair*)  
Alderman Scott Williams (*Ward 1*)  
Alderman David Parker, Jr. (*Ward 2*)  
Alderman Mike Wendt (*Ward 3*)  
Alderman Richard “Dick” Potter (*Ward 4*)  
Alderman Lori Turner (*Ward 5*)  
Alderman Kevin Schoonmaker (*Ward 6*)  
Alderman Mike Waldron (*Ward 7*)  
Alderman Sonia Berg (*Alderman At-Large*)
- ABSENT:** None.
- STAFF:** J.D. Schulte, Public Works Director and Interim City Administrator  
Maureen Riggs, City Attorney  
Amy Saunders, Legal Assistant & Deputy City Clerk  
Ray Forsythe, Planning & Development Director  
Don Goff, Information Technology Manager  
R.T. Finney, Interim Chief of Police  
Scott Hinton, City Engineer  
Jeff Anderson, City Planner  
Geoff Manis, Moline Centre Main Street Program Manager  
K. J. Whitley, Community Development Manager  
Ryan Berger, Land Development Manager  
Chris Mathias, Property Management Coordinator  
Rodd Schick, Municipal Services General Manager  
Greg Johnson, Park Operations Manager  
Tony Loete, Utilities General Manager  
Randi Haley, Utility Billing & Customer Service Manager
- OTHERS:** Lisa Kotter  
Mark Peterson, GovHR  
Dougal Nelson, President and CEO, Junior Achievement of the Heartland  
Liz Zimmerman-Waldman, Director of Impact & Marketing, Boys and Girls Club  
Beth Lagomarcino, Daniel Otten, and two other representatives, Lagomarcino’s  
Matt Sivertsen, The Planning Center  
Amy Trimble, Watermark Corners  
Eric Trimble, Trimble Funeral Home and Trimble Pointe Companies  
Laura Adams, Black Box Theater  
Chelsey Hohensee, Metrolink  
Mike Wennkamp, Two Rivers YMCA  
Jason Meyers, Johnson Controls  
Kirk Whalen & Ajay Singh, Heart of America Group  
Representative from Bent River Brewing

Gerold Shelton, The Dispatch

Mayor Acri called the meeting to order at 6:01 p.m. in the Committee-of-the-Whole Meeting Room.

### **Proclamations**

A Proclamation from the Junior Achievement to declare April 4, 2019 as “Junior Achievement Day.”

A Proclamation from Boys and Girls Club to declare April 8-12, 2019 as “National Boys & Girls Club Week.”

### **Questions on the Agenda**

There were no questions.

### **Agenda Items**

**1. A Resolution to employ the services of Lisa A. Kotter as City Administrator of the City of Moline and authorizing the Mayor and City Clerk to execute a Letter of Agreement between the City of Moline and Lisa A. Kotter.** Mayor Stephanie Acri indicated that the City Council has selected Lisa A. Kotter as the final candidate for Moline’s new City Administrator. A motion was made by Alderman Parker to approve. Seconded by Alderman Wendt. Motion passed unanimously.

An amended Letter of Agreement was disbursed to Council members. Said amended Letter of Agreement contains changes that were made after the above-referenced Letter of Agreement was posted on March 29, 2019.. See attached amended Letter of Agreement.

**2. Other – I-74 Bridge Elements.** Scott Hinton, City Engineer, mentioned that the five (5) I-74 Bridge identity elements, that are to be fully funded by the City of Moline, were discussed at last week’s meeting. Since last week’s meeting, Mr. Hinton has had several conversations with the Illinois and Iowa Departments of Transportation. He shared that the identity elements are in the process of being constructed, and shop drawings have been made. The Illinois and Iowa Departments of Transportation would like to know, in the near future, if the City of Moline is still interested in the five (5) elements so that no further costs are incurred. After some discussion of this item, Alderman Parker made a motion to eliminate the five (5) identity elements for the I-74 Bridge. Seconded by Alderman Schoonmaker. Motion passed unanimously.

### **2019 Special Goal Work Session (2 of 4): Main Street**

Mayor Acri mentioned that the Special Goal Work Session topics resulted from a strategic planning session in December 2018. Main Street is one of the Council’s highest priorities; especially concerning the current bridge work and associated traffic flow in the downtown area. Representatives from the following local businesses were in attendance for the work session:

Beth Lagomarcino, Daniel Otten, and two other representatives – Lagomarcino’s  
Matt Sivertsen – The Planning Center  
Amy Trimble – Watermark Corners  
Eric Trimble - Trimble Funeral Home and Trimble Pointe Companies  
Laura Adams – Black Box Theater  
Chelsey Hohensee – Metrolink  
Mike Wennkamp – Two Rivers YMCA  
Jason Meyers – Johnson Controls  
Kirk Whalen & Ajay Singh – Heart of America Group  
Representative – Bent River Brewing

Geoff Manis, Moline Centre Main Street Program Manager, presented a slideshow that included information pertaining to the 35 contacts he has made with downtown businesses in the first 14 days of his employment, as well as other things he has done during this time. It also listed some items to be addressed and some upcoming

Main Street events, including the 2019 Summer Concert Series and the 15<sup>th</sup> Annual Cabin Fever Pub Crawl.

The work session continued with a brainstorming session involving the Council and the local business representatives in attendance. The brainstorming session involved the listing of numerous maintenance and beautification suggestions concerning the downtown area. The items noted are:

1. Heaving of streetscaping/releveling of 6<sup>th</sup> Avenue streetscaping;
2. Another downtown walk-around;
3. Identifying a clear streetscape plan;
4. Remedying the issues with the downtown dumpster corrals behind Bent River and River House;
5. Uneven parking lot across from Bass Street Landing;
6. Develop a treat inventory replacement program;
7. Communicating issues with the City via the GoRequest App;
8. Parking communication tweaking;
9. Tree pits around John Deere Commons;
10. Heighten planters in the John Deere Commons area;
11. Banners for decorative street lamps; and
12. Reader board for communication at River Drive and 15<sup>th</sup> Street and Arsenal Bridge.

The work session also included a discussion of ways that the City can support businesses during the I-74 Bridge construction process; specifically concerning the flow of traffic during said process. The following ideas were shared:

1. Social media campaign;
2. Become more organized with social media – constant contact;
3. Managing east-west traffic flows;
4. Better managing and communication regarding traffic flows (using Maneuver Moline at [moline.il.us/drive](http://moline.il.us/drive) and [i74riverbridge.com](http://i74riverbridge.com)) – send out links through Moline Centre;
5. Change the perception of going around the Quad Cities;
6. Train communication plan;
7. 5:00 p.m. event exclusive to Moline;
8. Outdoor (from inside) food opportunities;
9. Alternative 4-6 outdoor venue;
10. Bass Street Landing concert exclusive specials; and
11. Farmers' market;
12. Merchant meeting improvements;
13. Media promotions through Council meetings;
14. Add to social media presence via WAZE and Blu Jacket, etc.; and
15. An event like the Holiday Hop during the summer.

### **Public Comment**

There was no public comment.

The meeting adjourned at 7:22 p.m.

Respectfully submitted,



Amy J. Saunders  
Deputy City Clerk

**CITY OF MOLINE**  
**EMPLOYMENT AGREEMENT OF CITY ADMINISTRATOR**

This Agreement is entered into by and between the City of Moline (hereinafter, “the City”) and Lisa Kotter (hereinafter, the “City Administrator”). The City and City Administrator are each a party to this Agreement.

**RECITALS**

**WHEREAS**, the City is a Home Rule unit of government as provided by the Illinois Constitution, (Ill. Const. 1970, Art. VII, Sec. 6), and as such may exercise powers and perform functions pertaining to its government and affairs; and

**WHEREAS**, the City desires to employ the services of Lisa Kotter as City Administrator of the City of Moline under the terms and conditions provided for in the Moline Code of Ordinances and as set forth herein; and

**WHEREAS**, the City Council desires to provide certain benefits, establish certain conditions of employment and to set working conditions of employment for the City Administrator; and

**WHEREAS**, Lisa Kotter desires to accept employment as the City Administrator of the City of Moline, Illinois; and

**WHEREAS**, the parties hereto wish to reduce the employment relationship existing between them to written form.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**SECTION 1. DUTIES:**

City Administrator will perform the duties and functions of City Administrator as specified in the Moline Code of Ordinances and perform all other legally permissible and proper duties and functions as the City Council may from time to time assign.

**SECTION 2. SALARY:**

The City agrees to pay the City Administrator, and City Administrator will accept as compensation for work hereunder, an annual base salary of \$175,000.00. The City may change such base salary and/or other benefits of the City Administrator in such amounts and to such extent as the City Council may determine is desirable from time to time, at its discretion. The City will not reduce City Administrators salary and benefits unless such reduction is part of a city-wide initiative.

**SECTION 3. PERFORMANCE EVALUATION:**

- A. The City Council shall review and evaluate the performance of the City Administrator on a quarterly basis for the City Administrator’s first year of employment with the City.

Thereafter, the City Council will review and evaluate the City Administrator's performance on an annual basis, unless City Council determines such reviews are needed on a more frequent basis. Such review and evaluation shall be in accordance with the specific criteria developed jointly by the City Council and the City Administrator. In consultation with the City Administrator, such criteria may be added to or deleted from as the City Council may from time to time determine. Further, the City Council shall provide the City Administrator with a written summary statement of the findings and provide an adequate opportunity for the City Administrator to discuss her evaluation with the City Council. The failure of the City to complete the matters set forth in this Paragraph A shall not constitute a breach of this Agreement provided they are completed within thirty (30) days upon written request of the City Administrator.

- B. Annually, the City Council and the City Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the City and, in the attainment of the City's policy objectives, shall further establish a relative priority among those various goals and objectives. Said goals and objectives, when reduced to writing, shall be attached hereto as Schedule "A" and incorporated herein by this reference. The parties hereto expressly understand and agree that Schedule "A" may be amended by addition, deletion, and substitution from time to time as the City Council and City Administrator may then jointly determine and such amended Schedule "A" shall become effective when signed by the City Administrator and a representative of the City Council. The goals and performance objectives shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided.
- C. On or before the last City Council meeting each year, the City Council may determine what additional salary increase, if any, shall be given to the City Administrator.

**SECTION 4. SUSPENSION:**

The City Council may, at any time and for no cause or any cause at all, suspend the City Administrator with full pay and benefits.

**SECTION 5. TERM, TERMINATION AND SEVERANCE PAY:**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of the City Administrator at any time, subject only to the provisions set forth in this Section 5.
- B. The City Administrator may resign from her position of employment at any time upon thirty (30) days prior written notice to the City; such time may be shortened at the discretion of the City. The City Administrator shall be entitled to all leave pay-outs as are accorded other non-union employees of the City or otherwise required by law.
- C. The City Administrator shall remain in the exclusive employ of the City and agrees to neither accept other employment nor become employed by any other employer unless and until her employment is properly terminated under one of the provisions of this Section 5.
- D. In the event the City Administrator is terminated by the City Council during such time as the City Administrator is willing and able to perform her duties under this Agreement,

then, in that event, the City agrees to provide thirty (30) days prior written notice to the City Administrator; such time may be shortened at the discretion of the City Administrator and severance pay equal to thirty (30) days of salary, payable in one lump sum if the City Administrator executes a Release of Claims as proposed by the City. In the event the City Administrator obtains new employment within the thirty-day severance period following such termination of her employment with the City, the City Administrator agrees to repay, on a prorated basis, her severance payment to the City.

- E. However, in the event the City Administrator is terminated for cause, the City shall have no obligation to pay the severance sum designated in this paragraph. Further, any payments made to the City Administrator (except for hours worked) after the commencement of any such charges on any of the enumerated causes, but before termination, shall be repaid to the City upon such termination. In this event this Agreement is terminated by the City for cause, the City Administrator shall be entitled only to payment of vacation time which has accrued as of the date of termination. For the purposes of this paragraph, "cause" shall include :
- (1) her conviction of any felony or any illegal act involving personal gain to her; or
  - (2) any other crime of moral turpitude committed by City Administrator; or
  - (3) the abandonment of her position without cause;
  - (4) "misconduct" as defined by the Government Severance Pay Act, 5 ILCS 415/5;
  - (5) the violation by the City Administrator, as determined by a majority of the City Council following an internal investigation of the same conducted in accordance with City practice and policy, of local, state, or federal laws or City policies prohibiting the harassment of another person on the basis of sex, race, color, religion, national origin, ancestry, sexual orientation, or other characteristic protected by law of City policy;
  - (6) the repeated failure of the City Administrator to enact directives given by a majority vote of the City Council;
  - (7) a finding by a majority of the City Council that the City Administrator has violated any employment policy or rule established by the City;
  - (8) a finding by a majority of the City Council that the City Administrator has engaged in any act of dishonesty in connection with the performance of her job responsibilities; or
  - (9) a finding by a majority of the City Council that the City Administrator has materially failed to adequately perform the duties and responsibilities of her job position.

Prior to any termination under sub-paragraphs (6), (7), or (9) of this Section 5, the City will provide written notice to the City Administrator of any performance deficiencies at issue and give the City Administrator no less than thirty (30) days to correct and improve her performance to the satisfaction of City Council. Such notice and an opportunity to improve performance will not apply to termination decisions under the remaining sub-paragraphs of this Section 5 or when a majority of the City Council determines the severity of the offense/conduct warrants immediate termination of the Agreement.

- F. This Agreement shall terminate immediately in the event of the City Administrator's death or disability. For the purposes of this Agreement, "disability" means the City Administrator is unable to reasonably perform the duties of her position hereunder for a period of thirty (30) consecutive days due to a physical or mental condition (including

sickness or injury) as determined by the City Council. In the event this Agreement is terminated under this sub-paragraph (F), the City shall have no obligation to pay any severance compensation. An exception to this provision would occur in the event that the City Administrator has sufficient accrued and accumulated sick leave time available to cover her time while away from work due to a legitimate illness or injury, verified by written opinion of a certified physician, or if she is eligible for leave in accordance with the Family and Medical Leave Act. The City Administrator's employment as set forth herein shall not be terminated in violation of any federal, state, or local law.

- G. This Agreement shall be in effect from the date of approval and execution by the City, after having been executed by the Employee, until \_\_\_\_\_, 2020. This Agreement may be renewed on an annual basis thereafter upon written agreement of the City and City Administrator.

**SECTION 6. HOURS OF WORK:**

City Administrator agrees to devote her full time to this position and its responsibilities. City Administrator shall be available on weekends or holidays when pressing City issues arise requiring prompt attention unless she is on vacation, incapacitated due to illness, injury, or otherwise unavailable and an acting City Administrator has been identified. It is recognized that the City Administrator must devote a great deal of time outside the normal office hours to the business of the City and to that end the City Administrator will be allowed to infrequently take time off as appropriate during such normal office hours. Nothing herein is intended to create anything other than a salaried position, and the City Administrator's compensation is for the total services tendered and not for any specific number of hours.

**SECTION 7. OUTSIDE ACTIVITIES:**

City Administrator shall not spend time in outside activities, such as teaching, counseling, consulting, or other non-City connected business without the prior written approval of the City Council.

**SECTION 8. CELLULAR PHONE, LAPTOP COMPUTER, AND OTHER REIMBURSEMENTS:**

City Administrator's duties require that she use a computer. The City agrees to provide the City Administrator with a laptop computer for the City Administrator's use in connection with her job duties. The City will further provide a City cell phone for the City Administrator's use or will otherwise reimburse the City Administrator \$40.00 per month if she chooses to use her own phone for City business instead. Any reimbursement for other expenditures or losses incurred by the City Administrator within her scope of employment and directly related to services performed for the City may be made pursuant to City policy and in accordance with applicable law.

**SECTION 9. AUTOMOBILE:**

The City Administrator is not entitled to any Automobile Allowance. City Administrator will have use of a City fleet vehicle to conduct City Business which the City will supply insurance, gasoline and necessary maintenance. However, in the case a City fleet vehicle is not available, the City agrees to pay the City Administrator the mileage rate established by

the Internal Revenue Service for the City Administrator's use of her personal automobile for City business.

**SECTION 10. VACATION AND SICK LEAVE:**

City Administrator shall be provided with two (2) weeks of vacation during the first six (6) months of her employment. Thereafter, the City Administrator shall accrue vacation at a rate of four (4) weeks annually. The City Administrator may bank up to eight (8) weeks of vacation (which constitutes two (2) years' worth of accumulated vacation), consistent with current City policy for non-union employees.

The City Administrator shall be provided in accordance to City Policy as provided to other non-union City Department Directors.

**SECTION 11. HEALTH INSURANCE:**

The City agrees to provide major medical, dental, vision, prescription drug and IRC Section 125 plan coverages for the City Administrator and her dependents as provided to other non-union City employees.

**SECTION 12. RETIREMENT:**

The City agrees to make FICA, Medicare, and Illinois Municipal Retirement Fund (IMRF) contributions, as required by law, for the benefit of the City Administrator subject to the same terms and conditions as provided to other non-union City employees.

**SECTION 13. PROFESSIONAL DEVELOPMENT AND ANNUAL MEMBERSHIPS**

The City agrees to budget and pay for reasonable professional dues and subscriptions of the City Administrator necessary for full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement and for the good of the City. The City agrees to budget for and to pay the travel and subsistence expenses of the City Administrator necessary to adequately pursue such professional development of the City Administrator. Such professional development expenditures shall be subject to the City's budgeting process. Additionally, reimbursement for expenses relating to the travel and subsistence in pursuing professional development shall be subject to the City's reimbursement policies in effect from time to time and in accordance with applicable law.

The City further agrees to budget and pay for annual memberships with the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), and a local fraternal organization such as Moline Rotary Club or Kiwanis Club. Such annual memberships shall be subject to the City's budgeting process. City Administrator must remain an active member of at least one local fraternal organization during the term of her employment with the City.

**SECTION 14. BONDING:**



The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or ordinance.

#### **SECTION 15. INDEMNIFICATION**

The City shall defend, save harmless, and indemnify the City Administrator as provided by any City ordinance or any Illinois law and against any lawsuit, claim, demand or other legal action arising out of an alleged act or omission in the performance of the City Administrator's duties. Provided, however, this indemnification shall not apply to any lawsuit, claim, demand, or other legal action arising from the willful misconduct of the City Administrator.

#### **SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The City, in consultation with the City Administrator, shall fix any such other conditions of employment, as it may determine from time to time, relating to the performance of the City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the ordinances of the City of Moline or the laws of the State of Illinois.
- B. All provisions of the Moline Code of Ordinances, regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the City Administrator as they would to other employees of the City, subject to the Fair Labor Standards Act and the State of Illinois requirements, except as otherwise provided herein. The parties agree and understand that the City may call the City Administrator, if necessary, while the City Administrator is on vacation.
- C. The City Administrator must receive the approval of the Mayor for absences from the City for periods longer than ten (10) consecutive days.

#### **SECTION 17. RESIDENCY AND RELOCATION EXPENSES:**

The City Administrator agrees that she shall establish her permanent residence within the corporate limits of the City of Moline within six (6) months following the effective date of this Agreement. The City will provide up to \$3,775 reimbursement to City Administrator for expenses associated with moving and relocating to the City of Moline. Reimbursement will be made upon presentation to the City of receipt(s) for such reasonable costs.

#### **SECTION 18. GENERAL PROVISIONS**

- A. This Agreement constitutes the entire agreement between the City and the City Administrator. This Agreement may be amended by written agreement, signed by the City and the City Administrator.
- B. The failure of either party to require strict compliance by the other party with any provision of this Agreement on one or more occasions will not constitute a waiver of the right to require strict compliance with the provision on any later occasion.
- C. This Agreement shall inure to the benefit of the heirs at law and executors of the City Administrator.
- D. If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain unaffected.

- E. This Agreement will be governed by and construed in accordance with the laws of Illinois. Exclusive venue for all proceedings regarding this Agreement shall be Rock Island County, Illinois.
- F. This Agreement is effective beginning [redacted], 2019.
- G. This Agreement was approved by the City Council on the [redacted] day of April, 2019. City and City Administrator have each retained an original copy.

\_\_\_\_\_  
 Lisa A. Kotter

CITY OF MOLINE, ILLINOIS

By: \_\_\_\_\_  
 Stephanie Acri, Mayor

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

STATE OF ILLINOIS                    )  
   )  
 COUNTY OF \_\_\_\_\_            )        ss:

I, the undersigned, a Notary Public in and for the aforesaid county and state, do hereby certify that, LISA A. KOTTER, the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 Notary Public