

## Committee-of-the-Whole Agenda

6:00 p.m.

Tuesday, December 17, 2019

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### Mayor's Appointments

Mayor's appointment of Maria Ontiveros to serve a 4-year term to expire November 30, 2023, representing the City of Moline on the Rock Island County Metropolitan Mass Transit District Board.

Mayor's appointment of Brian Heffernan and Teresa Camarillo to the Citizen's Advisory Council on Urban Planning (CACUP) Board for 3-year terms retroactive to August 1, 2019, and expiring July 31, 2022.

### Questions on the Agenda

#### Agenda Items

1. **2020 Licensing Agreements** (Chris Mathias, Property Management Coordinator)
2. **Datrium DVX Purchase** (Don Goff, IT Manager)
3. **Chapter 5 Video Gaming Limit Amendment to the Moline Code of Ordinances** (Derke Price, Corporation Counsel)
4. **Chapter 34 Water and Sewers Amendment to the Moline Code of Ordinances** (J.D. Schulte, Interim City Administrator)
5. **Other**

### Public Comment

Members of the Public are permitted to speak after coming to the podium and stating their names.

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## Explanation

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1. **A Resolution authorizing the Mayor and City Clerk to execute Licensing Agreements for 2020 permit approved applications for use of public right-of-way or City-owned property.** (Chris Mathias, Property Management Coordinator)

**Explanation:** Since 2013, the City Council has approved an annual resolution to allow staff to administer and approve all licensing agreements for the upcoming year and for the Mayor and City Clerk to execute those approved licensing agreements without each agreement being presented separately to the City Council. Staff has found that this streamlined process has improved customer service by minimizing construction delays and staff time involved with the requests. Staff is recommending approval of a similar resolution for 2020. The attachment to this item is a list of 2019 approved licensing agreements and a licensing agreement template for the 2020 agreements. Additional documentation attached.

**Staff Recommendation:** Approval  
**Fiscal Impact:** N/A  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Upgrade City Infrastructure & Facilities

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**2. A Resolution authorizing the IT Manager to purchase a Datrium DVX Hyperconvergence system with cloud DR from Mindsight, Inc. at a price of \$206,778.69 (Don Goff, IT Manager)**

**Explanation:** This purchase will further enhance and improve the City of Moline’s datacenter reliability, speed, growth, backup and disaster recovery system while saving the City \$110,000 over the next 5 years. The IT Manager researched ways of improving the City’s datacenter to further improve security, reliability, speed, protection against ransomware and disaster recovery options, and selected Datrium DVX as the best solution for the City. Bids were sought for purchase and implementation of this solution, and Mindsight, Inc. provided the lowest and most responsive bid. Additional documentation attached.

Vendor	Quote	Hardware and Service
Mindsight, Inc.	\$ 206,778.69	This includes all hardware, software, and full onsite implementation and training of IT Staff
Advanced Media Services	\$ 230,861.78	This includes all hardware, software, and full onsite implementation and training of IT Staff
Right Price IT	\$ 242,850.00	This includes all hardware, software, and full onsite implementation and training of IT Staff

**Staff Recommendation:** Approval  
**Fiscal Impact:** \$206,778.69 purchase price. \$50,000 budgeted in account #443-0425-417.04-27; \$20,175 budgeted in account #443-0425-417.04-22; \$136,603.69 from IT Reserves.  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Upgrade City Infrastructure & Facilities

**3. An Ordinance amending Chapter 5, “AMUSEMENTS,” of the Moline Code of Ordinances, Section 5-1101(c), by increasing the number of licensed establishments that may be licensed for video gaming at any one time within the City of Moline. (Derke Price, Corporation Counsel)**

**Explanation:** The City adopted Council Bill No. 3019-2012 in July 2012 to allow video gaming terminals in licensed establishments within the City and to allow the City and eligible establishments to pursue video gaming as a potential revenue source. A “licensed establishment” is a licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises. The City adopted Council Bill No. 3043-2017 in November 2017 to limit the number of licensed establishments that may be licensed for video gaming at one time within the City to thirty (30), due to an increasing number of requests for video gaming licenses and various concerns expressed by the City’s residents as to the detriments of gambling. This ordinance amendment would increase that limit to a number greater than thirty (30). Additionally, City staff will prepare a report annually showing revenue totals for food, alcohol and video gaming for each licensed establishment during a sample period of October 1 (the annual license renewal date) through June 30. This report would be used to determine and justify license reclassification, if applicable, and may encourage a licensed establishment to relinquish one or more video gaming machines in order to meet the relative sales requirements.

**Staff Recommendation:** N/A  
**Fiscal Impact:** To be determined  
**Public Notice/Recording:** N/A  
**Goal Impacted:** Strong Local Economy

**4. An Ordinance amending CHAPTER 34, “WATER AND SEWERS,” of the Moline Code of Ordinances, Section 34-2139, “WASTE OF WATER,” pertaining to the City’s sewer use ordinance, by amending its current text to subsection (a) and enacting one new subsection (b). (J.D. Schulte, Interim City Administrator)**

**Explanation:** At the December 10, 2019, Committee-of-the-Whole meeting, the City Council discussed giving relief to customers when unusually high water usage is due to defect in pipes, faucets, or other fixtures. This amendment allows the City Administrator to adjust water and sewer charges in these situations.

**Staff Recommendation:** There was consensus of Council to consider this amendment  
**Fiscal impact:** Discounted rate of 20% of the full water/sewer charge for the balance of the volume in the current invoice remaining after deducting the average volume based on three invoices immediately preceding the disputed invoice.  
**Public Notice/Recording:** N/A  
**Goal Impacted:** A Great Place to Live

## 2019 Licensing Agreements

Applicant Name	Type	Address/Location of Facility in ROW	Date
Centurylink	Fiber optic cable under ROW	Unity Point - 3904 16th St.	1/17/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Hobby Lobby - 4120 10th St. Dr.	2/5/2019
HOA Hotels, LLC	Hotel Uses on ROW	1601 6th Ave.	2/26/2019
Matt Bishop	Retaining Wall on ROW	S. of 3308 44th St. Ct. (34th Ave. ROW)	2/27/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Indigo - 4701 41st St.	3/4/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Fedex - 4920 41st St Ct.	4/12/2019
Windstream KDL, LLC	Fiber optic cable under ROW	38th Ave. and 41st St.	4/22/2019
Finney's of Moline, LLC	Use of historic block courtyard	1520 River Dr.	5/13/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	IHMVCU - 2500 River Dr.	5/14/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Family Resources - 1521 47th Ave.	5/23/2019
KJMC Properties, LLC	Use of dumpster Corral	Parking Lot N	5/31/2019
Finney's of Moline, LLC	Use of dumpster Corral	Parking Lot N	5/31/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Moline Forge - 4104 4th Ave.	6/3/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Bethany - 1830 6th Ave.	6/3/2019
River Cities Realtors, Inc.	Sign in ROW	N. of 900 36th Ave. (36th Ave. ROW)	6/17/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	QC Fuel - 1806 15th St. Pl.	6/25/2019
Galena Brewing Co., Inc.	Outdoor Dining in ROW	E. of 1534 River Dr. (16th St. ROW)	6/25/2019
V.I.P.'s Corner Bar and Grill	Outdoor Dining in ROW	425 15th St. (5th Ave. and 15th St. ROW)	8/2/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Animal Shelter - 4001 78th Ave.	8/3/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Metrolink 1501 River Dr.	8/7/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	JD Headquarters - Only to city limits	9/20/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	Centennial - 1505 46th Ave.	9/22/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	First Evangelical - 3321 7th St.	9/22/2019
Centurylink	Fiber optic cable under ROW	John Deere - 909 River Dr.	10/1/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	JD Employees CU - 3950 38th Ave.	11/19/2019
Geneseo Communications Services, Inc.	Fiber optic cable under ROW	YMCA - 1811 53rd St.	11/22/2019

**LICENSEE:**        *2020 Licensing Agreements*

**LICENSING AGREEMENT**

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

                          The LICENSEE is a *2020 Licensing Agreement Applicant* hereinafter called the LICENSEE.

**PREMISES:**        On, underneath or overhanging *public right-of-way or City-owned property*

**USE:**                LICENSEE shall be allowed only to: Use a public right-of-way, or City-owned property for installing approved structures that are located on, overhanging or underneath the premises.

**INTEREST**        LICENSEE acquires only the right to: Use a public right-of-way, or City-owned property in conjunction with the *2020 Licensing Agreement*.

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

**TERM:**                *The term of this Licensing Agreement is from:*

*January 1, 2020 through December 31, 2020*

**FEE:**                The usage charge is \$30 per year.

**CONDITIONS:**    LICENSEE shall indemnify and hold the CITY harmless from all acts in connection with use or misuse of the premises, and from any/all accidents on the premises. The LICENSEE shall procure, at its own expense, an Insurance Policy also **naming the CITY as additional insured** to protect the CITY from all damages to person or property on the premises resulting from accidents on the premises and also **naming the STATE OF ILLINOIS as an additional insured, if applicable**. Said policy or certificate shall be deposited with the CITY prior to the event and shall be in an amount not less than \$ 1,000,000 for bodily injury, or death, property damage, all types of liability and \$2,000,000 aggregate, and ***shall contain language satisfactory to the City of Moline***, pursuant to Chapter 6, Section 2104, of the Moline Code of Ordinances.

LICENSEE shall be the primary insured.

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

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

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

LICENSEE:

CITY OF MOLINE, ILLINOIS:

\_\_\_\_\_  
*2020 Licensing Agreements*

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

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

Address and Telephone:

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

\_\_\_\_\_  
\_\_\_\_\_

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



Quote Date: 12/11/2019  
 Quote Description: Datrium DVX- DRaaS & Control Shift

Bill To: Winthrop Resources  
 11100 Wayzata Blvd Suite 801  
 Minnetonka, Minnesota 55305

Attn: Alex Ondercin

Mindsight - 2001 Butterfield Road - Suite 250 - Downers Grove, IL 60515  
 Office: (630) 981-5000 Fax: (630) 729-3058 Web: [www.gomindsight.com](http://www.gomindsight.com)

Ship to: City of Moline  
 619 16th St.,  
 Moline, IL 61265

Account Executive: Frank Muzzalupo 630-981-5003 [fmuzzalupo@gomindsight.com](mailto:fmuzzalupo@gomindsight.com)  
 Account Manager: Jeff Roberts 630-981-5028 [jroberts@gomindsight.com](mailto:jroberts@gomindsight.com)

Attn: Don Goff

Line Item	Product Description	Qty	Customer Unit Price	Customer Extended Price
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**Products**

**Datrium DVX Data Node**

1.0	Datrium DVX Data Node HW, Disk, 48TB raw, 12x 4TB HDDs, 2x10/25G SFP28 per Ctlr	1	\$ 17,330.13	\$ 17,330.13
2.0	Optical Transceiver, 10/25G SFP28, 4-Pack	1	\$ 808.73	\$ 808.73
			\$ -	\$ -
			\$ -	\$ -

**Total Product Pricing: \$18,138.85**

**Maintenance- 60 Months**

**Datrium DVX Data Node**

1.1	Datrium DVX Data Node HW Support, D12X4, Next Business Day, 5YR	1	\$ 6,064.92	\$ 6,064.92
			\$ -	\$ -
			\$ -	\$ -

**Total Maintenance Pricing: \$6,064.92**

**Subscription Services- 60 Months**

**Datrium DVX Subscriptions**

1.2	D12X4 Software Subscription, w/ 7x24 Sftw Support, 5YR	1	\$ 14,750.40	\$ 14,750.40
2.2	Host Software Subscription, w/ 7x24 Sftw Support, 5YR	5	\$ 4,302.20	\$ 21,511.00
			\$ -	\$ -
			\$ -	\$ -

**Datrium- DRaaS**

3.2	DRaaS Fdn Max30TB 5 YR term Promo inc 5TB 100 VMC Hrs 1 TB Egrs per YR	1	\$ 55,972.50	\$ 55,972.50
4.2	DRaaS Capacity, 5TB, 5YR term Promo	2	\$ 9,603.13	\$ 19,206.25
			\$ -	\$ -
5.2	DRaaS VM ControlShift Cloud Mobility License, 5 YR term Promo	15	\$ 559.73	\$ 8,395.88
6.2	Datrium ControlShift SaaS Base, 15 VM Pack, 5YR term Promo	1	\$ 62,557.50	\$ 62,557.50
			\$ -	\$ -
			\$ -	\$ -

**Total Subscription Services Pricing: \$182,393.53**



Quote Date: 12/11/2019  
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 11100 Wayzata Blvd Suite 801  
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Total Product Pricing from Above: \$ 18,138.85  
 Total Maintenance from Above: \$ 6,064.92  
 Total Subscription Services from Above: \$ 182,393.53  
 Product Sales Tax: exempt  
 Estimated Shipping and Processing Charges: \$ 181.39  
 Professional Services Charges: \$ -

<b>GRAND TOTAL:</b>	<b>\$ 206,778.69</b>
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**TERMS AND CONDITIONS:**

Due to current tariffs and economic conditions, hardware pricing is subject to change at any time. Please request updated quotes with current accurate pricing prior to any placing orders. Any and all changes that are requested or required will render all pricing and terms of this proposal null and void, pending the submission of a revised proposal. Clients may elect to expedite shipment at a flat cost of two percent (2%) of the entire hardware purchase or provide a billing account number for Federal ExpressMindsight under agreement. Terms apply regardless of client method of financing.

Hardware, Software, SMARTnet, and Mindsight T-SUPPORT Agreements are due NET 30 from shipment (to Mindsight or customer site for staging).

Service Projects (with Cutover milestone): 50% Due Immediate Upon Kickoff Meeting, 35% Due immediate Upon Customer Cutover, and 15% Due Immediate Upon Completion of Project and Customer's Final Acceptance. In the event a project will extend beyond 6 months, Mindsight reserves the right to invoice cutover and completion of each site separately.

Service Projects (without Cutover milestone): 50% due upon project kickoff meeting for low level design, and 50% due immediately upon project completion.





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**CUSTOMER APPROVAL:**

I am authorized by our organization to commit to this proposal and agree to the pricing, terms and conditions, warranty and warranty conditions and payment herein.

**Authorized Signature and Date:** \_\_\_\_\_

**Name and Title (printed):** \_\_\_\_\_

**Purchase Order Number (if required for invoice payment):** \_\_\_\_\_

**REMITTANCE ADDRESS:**

Mindsight  
 ACH & Wire: ABA Routing #071925402 - Account #250036827  
 Mail: Hinsdale Bank & Trust, Tympani LLC dba Mindsight, PO Box 6242, Carol Stream, IL 60197

**DELIVERY:**

30 Days or Less (unless otherwise noted). Returns accepted in accordance with manufacturer's policies, only within 30 days of invoice, and with all original packaging materials, manuals, and documentation. Mindsight reserves the right to issue RMA's. Items returned without prior RMA will be refused.